

Bel Air Motor Inn, Inc, d/b/a/ Bel Air Sands Hotel
and Gerald Goldman Case 31-CA-1450

FINDINGS AND CONCLUSIONS ²

May 26, 1970

I THE UNFAIR LABOR PRACTICES

DECISION AND ORDER

A *The Evidence*

CHAIRMAN McCULLOCH AND MEMBERS BROWN AND
JENKINS

On February 9, 1970, Trial Examiner Maurice Alexandre issued his Decision in the above-entitled proceeding, finding that Respondent had engaged in certain unfair labor practices and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the attached Trial Examiner's Decision. The Respondent filed timely exceptions and a brief in support thereof.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its powers in connection with this case to a three-member panel.

The Board has reviewed the rulings of the Trial Examiner made at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Trial Examiner's Decision, the exceptions, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the Recommended Order of the Trial Examiner and hereby orders that the Respondent, Bel Air Motor Inn, Inc, d/b/a Bel Air Sands Hotel, Los Angeles, California, its officers, agents, successors, and assigns, shall take the action set forth in the Trial Examiner's Recommended Order.

TRIAL EXAMINER'S DECISION

MAURICE ALEXANDRE, Trial Examiner. This case was heard in Los Angeles, California, on September 24, 1969, upon a complaint issued on July 18, 1969,¹ alleging that Respondent had violated Section 8(a)(1) of the National Labor Relations Act, as amended. In its answer, Respondent denied the commission of the unfair labor practices alleged. The issues presented are whether or not (1) Respondent promulgated an illegal rule relating to union activity by its employees during worktime, and (2) certain written statements distributed by Respondent to its employees were unlawful.

Upon the entire record, my observation of the witnesses, and the briefs filed by the General Counsel and the Respondent, I make the following

The facts are not in dispute. Respondent is a California corporation engaged in the operation of a nonresidential hotel and restaurant in Los Angeles, California. In late January or early February 1969,³ the hotel housekeeper informed Peck, Respondent's vice president and general manager, that she was having difficulty recruiting maids because they were required to work Sundays and holidays at regular wage rates. A day or two later, Peck discussed the problem with Respondent's president, who requested Peck to submit his recommendations concerning wage increases and other employee benefits. A few days later, Peck instructed Respondent's auditor to furnish him with a schedule of the wage scales and other benefits, so that he could ascertain how much it would cost "to do certain things" and how Respondent could "get the money back." The auditor thereupon began compiling such information.

Towards the end of February, Peck learned that Respondent's employees were engaging in union activity. Thereafter, on February 27, the Union filed a petition for certification, which was served upon Respondent. Upon receipt of the petition, Peck instructed the auditor to discontinue gathering further information, and did not transmit the requested recommendations to Respondent's president.

Pursuant to a Decision and Direction of Election issued by the Regional Director on April 21, an election among the Respondent's employees was scheduled for May 21. The parties have stipulated that during the period between May 12 and 19, Respondent's supervisors distributed to its employees copies of a notice and a statement, which are respectively set forth in full in Appendix A and Appendix B attached hereto. Employee Nicholson received his copy of the statement from Peck's secretary while he was at work in the hotel kitchen. Nicholson testified that prior to receiving the said document, he had not been informed by any representative of Respondent that a review of wages was in progress, that he was never informed by Peck that the latter had been instructed to review employee wages, and that so far as he knew, Peck had never so informed any other employee.

The election was held on May 21 and resulted in a vote of 23 ballots against the Union, 12 ballots for the Union, and 10 other ballots challenged.

² No issue of commerce is presented. The complaint alleged and by its failure to deny the answer admitted facts which I find establish that Respondent is an employer engaged in operations affecting commerce. I further find that Culinary Workers and Bartenders Union Local 814 Hotel Restaurant Employees and Bartenders International Union AFL-CIO (hereafter called the Union) is a labor organization within the meaning of the Act.

³ All dates referred to hereafter relate to 1969.

¹ Based upon a charge filed on May 27, 1969, by Gerald Goldman.

B. Concluding Findings

1. The General Counsel contends that Respondent's notice announced a discriminatory no-solicitation rule, since it threatened employees with discharge for engaging in prounion activity during worktime, but at the same time invited employees to engage in antiunion activity without restriction as to when they could do so. Respondent contends that it is entitled to adopt a rule prohibiting organizing activity during worktime and to warn employees that if such activity results in neglect of or interference with work, they could be discharged. It further asserts that the rule was not discriminatory even though it did not forbid antiunion activity during worktime, since the Union had ample access to the employees during nonworking time.

In considering a similar rule, the Board has held that "an employer may lawfully prevent its employees from soliciting for a union during working hours provided the ban is not promulgated or enforced for a discriminatory purpose." *Serv-Air, Inc.*, 161 NLRB 382. In *State Chemical Company*, 166 NLRB 455, the Board further pointed out that a rule prohibiting union solicitation which is limited to worktime is presumptively valid, but that the presumption of validity may be rebutted by evidence showing that the rule was adopted for a discriminatory purpose. Here, since Respondent prohibited prounion activity during worktime, but at the same time invited antiunion activity without the same restriction respecting worktime, it in effect promulgated a rule which was discriminatory on its face. In addition, the rule was first adopted shortly before the date of the Board election and coincided with the issuance of Respondent's antiunion propaganda. In view of the timing of the promulgation of the rule and the difference in treatment between prounion and antiunion activity, it is difficult to escape the conclusion, and I find, that Respondent promulgated its rule for the purpose of defeating union organization by unlawfully repressing union activity. *Hosiery Corporation of America*, 175 NLRB No. 31, and cases cited therein. There is no merit to Respondent's contention that the rule was lawful because it did not diminish the Union's ability to reach the employees. *Wm. H. Block Co.*, 150 NLRB 341. I therefore find that the promulgation of the rule violated Section 8(a)(1) of the Act.

2. The General Counsel contends that Respondent's statement violated Section 8(a)(1) by disclosing to the employees, for the first time just before the election, that a wage and benefit review had been commenced, and at the same time announcing that an increase in wages or other benefits could not be given once the Union had filed its petition. Respondent contends that it correctly stated the law when it informed its employees that the filing of the Union's petition for certification precluded it from granting an increase in wages or other employee benefits; that there is no basis for concluding that such information was given to induce an antiunion vote; and that its statement was thus protected by the free speech provisions of Section 8(c) of the Act.

Contrary to Respondent's contention, the filing of the Union's petition did not necessarily preclude the granting or announcement of an increase in wages or other benefits to its employees. The legality of such conduct turns on whether it "is undertaken with the express purpose of impinging on their freedom of choice for or against unionization and is reasonably calculated to have that effect."⁴ The same test applies to the withholding of an increase in wages or other benefits and to the announcement of such withholding.⁵ Applying this test to Respondent's statement, I find that it was unlawful. There is no doubt that Respondent abandoned further consideration of an increase in wages and other employee benefits solely because the Union had filed its petition. Respondent so admitted at the hearing and, in effect, so informed its employees. But Respondent has failed to explain, and there appears to be no reason, why such abandonment was necessary. Nothing in the Act prevented Respondent from continuing its review of employee benefits despite the Union's petition.

Nor has Respondent explained why it was necessary, just before the election, to reveal the wage and benefit review to its employees for the first time,⁶ and to tell them that the filing of the petition precluded the grant of a wage increase or other benefits. Nowhere in the record is there evidence that such announcement was motivated by legitimate business considerations. Where an employer is faced only with the choice of either granting or withholding a wage increase, as for example where he announced the increase prior to learning of union activities, he may run a risk that even if he acts with pure motives, his conduct is "susceptible of being construed as a misstep."⁷ But here Respondent was not required to run such risk. Since there is nothing to show that its employees were aware that a review of wages and other benefits had been commenced, Respondent could have remained silent regarding the review and the matter of increases in wages and other benefits with no danger that such silence could be misconstrued. Certainly, Respondent could have postponed disclosure of the abandonment of its wage and benefits review until after the election. By acting just before the election, Respondent deliberately took the risk that its conduct could justify the inference it was timed to induce votes against the Union. *N.L.R.B. v. Newman-Green, Inc.*, 401 F.2d 1 (C.A. 7). Since Respondent has offered no explanation for such timing, I am constrained to conclude that it had no legitimate reason therefor. In these circumstances, I conclude that by its statement, Respondent sought to create the impression that unionization stood in the way of further consider-

⁴ *N.L.R.B. v. Exchange Parts Company*, 375 U.S. 405.

⁵ *American Technical Machinery Corporation*, 173 NLRB 1355, *Great Atlantic & Pacific Tea Company, Inc.*, 166 NLRB 27, enfd on this point 409 F.2d 296 (C.A. 5), *Standard Coil Products, Inc.*, 99 NLRB 899, cf. *Uarco Incorporated*, 169 NLRB 1153.

⁶ Employee Nicholson did not know about the review prior to the distribution of Respondent's statement and, so far as he knew, neither did the other employees. The record contains no evidence that Respondent had previously disclosed its review to the employees, and Respondent does not claim that it had.

⁷ *McCormick Longmeadow Stone Co., Inc.*, 158 NLRB 1237, 1242.

ation of increased wages and benefits, and hence that the statement was a tactical device designed to interfere with the employees' freedom of choice. I further find that such tactical device was reasonably calculated to have that effect, since the employees were not likely to miss the inference that Respondent "was the source of benefits, which could be withheld or granted as it chose, and that its choice could be influenced" by the employees' decision respecting unionization. *American Technical Machinery Corp.*, *supra*. By such conduct, Respondent violated Section 8(a)(1) of the Act.⁸

3. The General Counsel contends that Respondent's statement also violated Section 8(a)(1) by informing its employees that the scheduled election precluded disclosure of the benefits they would otherwise receive, thereby impliedly promising benefits to persuade its employees to vote against the Union. Respondent contends that in view of the pending election it was precluded from discussing wage increases and other benefits and, therefore, that in so stating, its campaign literature was accurate and thus lawful.

Respondent's argument ignores the fact that by the very statement that it could not reveal the benefits it would have given but for the Union's petition, Respondent implied the possibility of benefit improvements if the employees voted against the Union. It also ignores Respondent's expressed hope to improve benefits and its explicit request that the employees give it an opportunity to prove what it could do for them by voting against the Union. In short, Respondent did exactly what it admittedly knew it was prohibited from doing—it dangled before its employees the possibility of benefit improvements if they voted against the Union. Such conduct violated Section 8(a)(1) of the Act. *Sherman Distributing Company, Inc.*, *d/b/a Schroeder Distributing Company*, 171 NLRB No. 194.

4. Finally, the General Counsel contends that both the statement and the notice were unlawful in that their references to "serious harm," together with related illegal antiunion statements contained therein, were part and parcel of Respondent's campaign to discourage its employees from voting for the Union, and were calculated to create a fear of job insecurity and loss of existing benefits if they voted for the Union. Respondent contends that its "serious harm" and other language is protected by Section 8(c) because it contained no threat of reprisal.

Apparently, "serious harm" statements have been widely used by employers during organizational campaigns.⁹ In *Greensboro Hosiery Mills, Inc.*, 162 NLRB 1275, 1276, referring to a notice containing a "serious harm" statement, the Board set forth the following criteria for determining the validity of such a statement:

We have not ordinarily found such notices to be illegal in and of themselves, for the bare words,

in the absence of conduct or other circumstances supplying a particular connotation, can be given a noncoercive and nonthreatening meaning. Even the simultaneous existence of other unfair labor practices may not render the notice coercive, unless these practices tend to impart a coercive overtone to the notice. Where we have noted that other unfair labor practices have been found, our decisions have been bottomed on the premise that there is a direct relationship between the notice and the total context in which it has appeared, including unfair labor practices, which serves to give a "sinister meaning" to what might otherwise be viewed as innocuous or ambiguous words. [Footnote omitted.]

In holding that the "serious harm" statement in *Greensboro* was invalid, the Board then said at page 1277-78:

Here, as in previous cases where we have found the notice violative of law, the posting of the notice was prompted by the initiation of a union organizing effort. Our experience shows that in such a setting the employees are constantly on the alert to any suggestions, whether overt or covert, by their employer, as to the consequences which may attend their choice of a union as their collective-bargaining representative. In such a context each employee tends carefully to weigh all the pronouncements of his employer which bear on the issue in the light of his relationship with his employer and the economic power his employer possesses to translate what he says into concrete acts bearing on that relationship and which might have a direct or "serious" impact on the employees either individually or as a group. Certainly, employees in the midst of a union organizing campaign are scarcely likely to be oblivious to posted and authoritative policy pronouncements of top management, even though they purport to be merely suggestive or advisory in nature. When an employee or group of employees is told by management that not benefit but only "serious harm" can result from the union organization, and without clear delineation by the employer of the source or nature of the harm the employer has in mind, it is reasonably to be expected that the employees will connect the suggestion of "serious harm" with possible action that lies within the power of the employer to take, including actions of a reprisal nature.

In some contexts, the courts have held that "serious harm" statements did not exceed the bounds of permissible campaign propaganda.¹⁰ In others, it has been held that the statements had a coercive impact.¹¹ More recently, in *N.L.R.B. v. Gissel*, 395 U.S. 575, 617, the Supreme

⁸ This case is distinguishable from *Standard Coil*, *supra*, upon which Respondent relies. In that case, unlike here, the employer made it clear to his employees that they would receive the withheld wage increase as soon as the representation issue was settled, regardless of the results of the election.

⁹ *J. P. Stevens & Co. v. N.L.R.B.*, 406 F.2d 1017 (C.A. 4)

¹⁰ *Ibid.*, *N.L.R.B. v. Greensboro Hosiery Mills, Inc.*, 398 F.2d 414 (C.A. 4), *Amalgamated Clothing Workers of America, AFL-CIO v. N.L.R.B.*, 365 F.2d 898 (C.A. D.C.)

¹¹ *Amalgamated Clothing Workers of America, AFL-CIO v. N.L.R.B.*, 420 F.2d 1296 (C.A. D.C.), *Serv-Air, Inc. v. N.L.R.B.*, 395 F.2d 557 (C.A. 10), cert. denied 393 U.S. 840, *J. P. Stevens & Co. v. N.L.R.B.*, 380 F.2d 292 (C.A. 2), cert. denied 389 U.S. 1005

Court stated the following respecting employer statements in general:

. . . an employer's rights cannot outweigh the equal rights of the employees to associate freely, as those rights are embodied in §7 and protected by §8(a)(1) and to proviso to §8(c). And any balancing of those rights must take into account the economic dependence of the employees on their employers, and the necessary tendency of the former, because of that relationship, to pick up intended implications of the latter that might be more readily dismissed by a more disinterested ear. . . .

The Court continued, at page 618, by stating that an employer may "make a prediction as to the precise effects he believes unionization will have on his company," but that such a prediction—

. . . must be carefully phrased on the basis of objective fact to convey an employer's belief as to demonstrably probable consequences beyond his control or to convey a management decision already arrived at to close the plant in case of unionization. . . . If there is any implication that an employer may or may not take action solely on his own initiative for reasons unrelated to economic necessities and known only to him, the statement is no longer a reasonable prediction based on available facts but a threat of retaliation based on misrepresentation and coercion, and as such without the protection of the First Amendment. . . .

Turning to Respondent's statement and notice, I find that "they" contained unlawful threats. The statement pointed out that the employees have "steady" jobs and "substantial benefits," but that the Union will not pay their salaries or provide the other benefits they received. It further pointed out that if the employees unionized, it would operate to their "serious harm,"¹² they ran "the risk of tearing apart everything, that [they] now have," and they stood to "lose in the long run." Respondent thus made clear to its employees that it was the sole source of economic power and that unionization involved the danger of economic harm. There is no objective evidence to support the assumption that unionization would *per se* cause economic harm to the employees. On the other hand, there is evidence that the danger of economic harm stemmed from Respondent. For by unlawfully informing the employees that it had abandoned consideration of an increase in wages and other benefits because of the Union's petition, and by promulgating an unlawful rule prohibiting only prounion activity during worktime, Respondent demonstrated that it was willing to use its economic power in any manner necessary to defeat unionization. Respondent's statement and notice thus cannot be regarded as a mere prediction of "demonstrably probable consequences beyond [Respondent's] control," but rather are to be interpreted as containing an implication that Respondent might retaliate against unionization "solely on [its] own initiative for reasons unrelated

to economic necessities and known only to [it]." *N.L.R.B. v. Gissel, supra.*

An employer is entitled to express his opposition to unionization, and he may do so vigorously. But as the Supreme Court stated at page 620 in *Gissel*:

. . . an employer, who has control over [the employer-employee] relationship and therefore knows it best, cannot be heard to complain that he is without an adequate guide for his behavior. He can easily make his views known without engaging in "brinkmanship" when it becomes all too easy to "overstep and tumble into the brink." *Wausau Steel Corp. v. N.L.R.B.*, 377 F.2d 369, 372 (C.A. 7th Cir. 1967). At the least he can avoid coercive speech simply by avoiding conscious overstatements he has reason to believe will mislead his employees.

Here, Respondent's statement and notice contained the type of "conscious overstatements" which the Supreme Court has condemned. Cf. *N.L.R.B. v. Dowell Division of Dow Chemical Co.*, 420 F.2d 480 (C.A. 5). I accordingly find that they violated Section 8(a)(1).¹³

CONCLUSIONS OF LAW

1. By interfering with, restraining, and coercing its employees, as found herein, Respondent engaged in unfair labor practices in violation of Section 8(a)(1) of the Act.
2. The aforesaid unfair labor practices affect commerce within the meaning of the Act.

THE REMEDY

I shall recommend that Respondent cease and desist from its unfair labor practices and take certain affirmative action necessary to effectuate the policies of the Act.

RECOMMENDED ORDER

Respondent Bel Air Motor Inn, d/b/a Bel Air Sands Motel, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:
 - (a.) Promulgating any rule prohibiting prounion activities on company time, while permitting antiunion activities on such time.
 - (b.) Informing its employees that it has abandoned consideration of benefit increases in order to influence the employees to vote against unionization.
 - (c.) Implying that it may grant benefits to its employees in order to influence them to vote against unionization.

¹³ The decision in *Belknap Hardware and Manufacturing Co.*, 157 NLRB 1393, relied on by Respondent, is distinguishable. Although the speech in that case was very similar to Respondent's statement, it did not contain reference to "serious harm." Moreover, *Belknap* was a representation proceeding and, unlike the instant case, the speech was not made in the context of accompanying unfair labor practices. Third, *Belknap* was decided without the benefit of the teachings in *Gissel*.

¹² The notice repeated this statement

(d) Threatening employees, by implication or otherwise, with reprisals if they should vote for unionization

(e) In any other manner unlawfully interfering with, restraining, or coercing its employees in the exercise of their rights under Section 7 of the Act

2 Take the following affirmative action

(a) Post at its place of business in Los Angeles, California, copies of the attached notice marked "Appendix C"¹⁴ Copies of said notice, on forms provided by the Regional Director for Region 31 shall, after being signed by Respondent's representatives, be posted by the Respondent immediately upon receipt thereof, and maintained by them for 60 consecutive days thereafter in conspicuous places where notices to employees are customarily posted Reasonable steps shall be taken to insure that said notices are not altered, defaced, or covered by any other material

(b) Notify the Regional Director for Region 31, in writing, within 20 days from the receipt of this Decision, what steps have been taken to comply herewith¹⁵

¹⁴ In the event no exceptions are filed as provided by Section 102.46 of the Rules and Regulations of the National Labor Relations Board the findings conclusions recommendations and Recommended Order herein shall as provided in Section 102.48 of the Rules and Regulations be adopted by the Board and become its findings conclusions and order and all objections thereto shall be deemed waived for all purposes In the event that the Board's Order is enforced by a judgment of a United States Court of Appeals the words in the notice reading "Posted by Order of the National Labor Relations Board" shall be changed to read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board"

¹⁵ In the event that this Recommended Order is adopted by the Board this provision shall be modified to read "Notify the Regional Director for Region 31 in writing within 10 days from the date of this Order what steps it has taken to comply herewith"

APPENDIX A

BEL-AIR SANDS OF LOS ANGELES

Motor Hotel—11461 Sunset Blvd Los Angeles,
California 90049

(Sunset Boulevard at San Diego Freeway)

Executive Office

GR 6-1241
Area Code 213

May, 1969

NOTICE TO ALL EMPLOYEES

Since the Culinary Workers & Bartenders Union (CWBU) has been putting on a campaign to unionize the Bel-Air Sands Hotel, a good many questions have been asked with regard to the following matters We have decided to state our position on these subjects as clearly as we can for everybody involved

1 This matter is, of course, one of concern to the Company It is also, however, a matter of

serious concern to you, and our sincere belief is that if this Union were to get in here, it would not work to your benefit but in the long run would itself operate to your serious harm

2 It is our positive intention to oppose this Union and to use every proper means to prevent it from coming into this operation

3 We would like to make it clear that it is not necessary for anybody to belong to the (CWBU), or any other Union, in order to work for the Hotel We believe a man should have the right of free choice without Union interference

4 Those who might join or belong to this Union are not going to get any advantages or any preferred treatment of any sort over those who do not join

5 If anybody causes you any trouble at your work or puts you under any sort of pressure to join the Union, you should let the Company know, and we will undertake to see that this is stopped

6 No person will be allowed to carry on Union organizing activities on the job Anybody who does so and who thereby neglects his own work or interferes with the work of others will be subject to discharge

7 We ask for the help of those opposing the Union in talking with their fellow employees who may be unfamiliar with Union procedures

Anybody who tells you anything contrary to the foregoing is not telling you the truth

STERLING PECK

Vice President & General
Manager

APPENDIX B

BEL-AIR SANDS OF LOS ANGELES

Motor Hotel—11461 Sunset Blvd
Los Angeles, California 90049

(Sunset Boulevard at San Diego Freeway)

Executive Office

GR 6-1241
Area Code 213

I am taking the liberty of writing to you because you are confronted with a family decision regarding association with a trade union—one that seriously concerns your future

As you know, a new company has recently taken over the operation of the Bel-Air Sands I had been instructed by the new owners to review the salaries and benefits of all employees But the Culinary Workers and Bartenders Union (CWBU) filed a petition with the National Labor Relations Board claiming that they represented a majority

of the employees and asked to represent them. We didn't think they did so we asked the Labor Board for a *secret* election so you could decide whether or not you wanted a Union.

Once the CWBU filed a petition the new owners were unable to grant wage increases or other benefits. The law prohibits us from doing this and the law likewise states that the new owners cannot tell you the benefits and other things they would do because of the election which is to take place on May 21st. Before you vote this Union or any other Union in, give the new owners an opportunity to prove what they can do for you.

Let me state that we haven't had a Union in the past and there is no need for a Union at the Bel-Air Sands under the new owners.

We are not a large and impersonal corporation which is remote and distant from our employees. We who now own and operate the Bel-Air Sands Hotel are deeply concerned with your welfare. Those of you who know me, know this to be true.

I frankly do not know why the Union is interested in a small company the size of the Bel-Air Sands Hotel. I do not believe that this Union or any Union can assume the role or undertake the responsibilities that we have exercised and are continuing to exercise. The Union will not pay your salary; it makes no contribution to the insurance programs or other benefits you receive; and it does not lend a helping hand when you are down or financially burdened. But we do, and more importantly, we care.

The Union can furnish you nothing that you do not now have. On the contrary, it is our sincere belief that if this Union comes into this operation, it would not work to your benefit, but in the long run would itself operate to your serious harm. In our opinion, all that a Union can do is to create an atmosphere which you and I would prefer to avoid. As you well know, a Union often brings with it an atmosphere of discord, dissension and distrust.

This is why you don't need a Union at the Bel-Air Sands Hotel. We want all of you to take an active personal interest in the question of whether this Union shall be voted in or not. We want all of you who are eligible to vote in this election to do so. Take a hand in this matter and help make it go the way you want it to go. Otherwise, you may find yourself saddled with a Union that you do not want.

Bear in mind that all of you who are against the Union are by law entitled to oppose the Union and to talk and work against it, if you wish to do so. Remember also that in this election, you will be free to vote according to your own judgment and convictions on the election day. *You can vote against the Union even though at sometime or other you may have signed a Union card.* Please think carefully about all of the things I have tried to

bring out in this letter. As matters stand, you have a steady job, substantial benefits, and a good place to work. We all hope to make things even better. Do you see any reason to bring this outside Union in, pay dues, and at the same time run the risk of tearing apart everything that you now have?

Please study this whole matter thoroughly. I believe that you will surely come to this conclusion in your own good judgment: *That you stand to lose in the long run if this Union were to get in and that you stand to gain by keeping it out.*

One final word. The new owners should be given an opportunity to prove to you that you don't need a Union at the Bel-Air Sands Hotel. Give them that chance by voting *no*.

Sincerely,

APPENDIX C

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

WE WILL NOT promulgate any rule prohibiting union activity on company time, while permitting antiunion activity on company time.

WE WILL NOT tell our employees that we have stopped considering an increase in wages and other benefits, in order to discourage unionization.

WE WILL NOT tell our employees, directly or indirectly, that we may increase their benefits if they vote against unionization.

WE WILL NOT threaten our employees with "serious harm" or any other reprisals if they should unionize.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of rights guaranteed them by Section 7 of the National Labor Relations Act.

BEL AIR MOTOR INN,
INC.,
D/B/A BEL AIR SANDS
HOTEL
(Employer)

Dated _____ By _____
(Representative) (Title)

This is an official notice and must not be defaced by anyone.

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material.

Any questions concerning this notice or compliance

with its provisions, may be directed to the Board's
Office, Federal Building, Room 12100, 11000 Wilshire

Boulevard, Los Angeles, California 90024, Telephone
824-7351