Scandia Restaurants, Inc., and Restaurant-Hotel Employers' Council of Southern California *and* **Los Angeles Joint Executive Board of Hotel and Restaurant Employees and Bartenders Union, AFL–CIO.** Case 31–CA–694

May 13, 1968

DECISION AND ORDER

BY CHAIRMAN MCCULLOCH AND MEMBERS FANNING AND BROWN

On March 6, 1968, Trial Examiner Harold X. Summers issued his Decision in the above-entitled proceeding, finding that the Respondents had engaged in and were engaging in certain unfair labor practices in violation of the National Labor Relations Act, as amended, and recommending that the Respondents cease and desist therefrom and take certain affirmative action, as set forth in the attached Trial Examiner's Decision. Thereafter, the Respondents filed exceptions to the Trial Examiner's Decision and a supporting brief.

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 brief, 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 Respondents, Scandia Restaurants, Inc., and Restaurant-Hotel Employers' Council of Southern California, Los Angeles, California, their officers, agents, successors, and assigns, shall take the action set forth in the Trial Examiner's Recommended Order.

TRIAL EXAMINER'S DECISION

HAROLD X. SUMMERS, Trial Examiner: In this proceeding, the General Counsel of the National Labor Relations Board (herein called the General Counsel and the Board, respectively) issued a complaint[1] alleging that Scandia Restaurants, Inc. (Respondent Scandia herein), and Restaurant-Hotel Employers' Council of Southern California (Respondent Council) had engaged in and were engaging in unfair labor practices within the meaning of Section 8(a)(5) and (1) of the National Labor Relations Act (the Act). The Respondents' joint answer to the complaint admitted some of its allegations and denied others; in effect, it denied the commission of any unfair labor practices. Pursuant to notice, a hearing was held before me at Los Angeles, California, on September 19, 1967. All parties were afforded full opportunity to call and examine and to cross-examine witnesses, to argue orally, and thereafter to submit briefs.

Upon the entire record in the case, including my evaluation of the reliability of the witnesses based upon the evidence and my observation of their demeanor, I make the following:

FINDINGS OF FACT

I. COMMERCE

At all times material, Respondent Scandia has been a California corporation engaged in the operation of a restaurant in Los Angeles, California, which is the location of its principal office as well. During the 12 months ending July 12, 1967, Scandia, in the course and conduct of its business operations, received directly from States of the United States other than the State of California goods valued in excess of $50,000, and it derived gross revenues in excess of $500,000 from the sale of food and beverages.

Respondent Council, a nonprofit California corporation, is a trade association admitting to membership firms engaged in the hotel, restaurant, and/or club and night club business, for whom, among other things, it acts as representative in negotiating and in administering collective-bargaining contracts with labor organizations. During the period relevant herein, Respondent Scandia (along with 185 other employers) was a member of Respondent Council; I find that the Council acted as its agent in all relevant respects.

Both Respondents are employers engaged in commerce within the meaning of the Act.

II. THE UNION

The Charging Party, Los Angeles Joint Executive Board of Hotel and Restaurant Employees and Bartenders Union, AFL–CIO (herein the Union), composed of a number of local unions which represent employees in the hotel and restau-

[1] The complaint was issued on July 12, 1967. The charge initiating the proceeding was filed on April 26, 1967.

rant field, bargains with employers about the working conditions of employees. It is a labor organization within the meaning of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. *The Issue*

The General Counsel alleges, and the Respondents deny, that the Respondents unlawfully refused to furnish the Union information about a profit-sharing plan which covered employees of Scandia, who were part of an appropriate bargaining unit represented by the Union.

B. *Background and Chronology*

There is essential agreement on the facts leading up to the present dispute.

For a number of years, the Union has been bargaining with Respondent Council, acting on behalf of its employer-members, with respect to the working conditions of employees of these members. During this period, a series of collective-bargaining contracts have covered the working conditions of these employees; the latest is effective, by its terms, from March 15, 1966, through March 14, 1971.

The current contract covers 10,000 employees, whose jobs are listed in an appendix to the contract. (In effect, they constitute the "operating" personnel at the hotels, motels, restaurants, clubs, and night clubs whose owners are council members.) For the purposes of this proceeding, it is stipulated, and I find, that a unit appropriate for purposes of collective bargaining consists of the incumbents of the jobs listed in Appendix A to the current collective-bargaining contract, with the exclusion of guards, watchmen, and supervisors as defined in the Act. I find, further, that the Union, at least since 1962, has been and now is the exclusive bargaining representative of the employees in this unit.

Scandia has 98 employees within the bargaining unit.

During the year 1963, retroactively effective to a date (unspecified herein) in 1962, Respondent Scandia installed a so-called profit-sharing plan (herein called the Profit Sharing Trust, or simply, the Trust [2]), covering its employees, including those within the involved bargaining unit. The installation was effectuated without notice to or consultation with the Union.[3]

For its bearing on the issues herein, I set forth such details of the Profit Sharing Trust as are revealed, expressly or impliedly, by the evidence in the record.[4] The terms and conditions of the Trust are set forth in a formal Trust Agreement, which terms and conditions have been "approved" by the Internal Revenue Service. A committee of three—one of them "not an officer" of Scandia—acts as administrator of the Agreement. The Trust is funded by the regular contributions of Scandia on behalf of each of its employees and by the contributions of those employees who wish to contribute, all of which is recorded in accounts set up for the respective employees. Scandia's contributions depend, at least in part, upon its periodic sales and/or profits, while employees' contributions, as indicated, are entirely voluntary and vary from nothing to a stated maximum. The Trust is primarily designed to benefit those who remain in the employ of Respondent until normal retirement date, but variable benefits are available, after a minimum period of service, for those whose employment is terminated after any period of time, under a formula set forth in the Trust Agreement.

The Union was unaware of the existence of the Trust for a number of years. It was only by chance, in the course of handling a grievance for one of Scandia's employees in January 1967, that a union representative, Joint Board Business Manager Robert Giesick, noticed a document referring to the Trust. Forthwith, he asked Kenneth Hansen, principal stockholder in Respondent Scandia and general manager of its Scandia Restaurant,[5] for details. Hansen, after consulting with Milton Jeanney, executive director of Respondent Council,[6] rejected the request and referred Giesick to Jeanney. By telephone, Giesick asked Jeanney for profit-sharing details; once again, he was rebuffed. On February 13 and April 19, respectively, he wrote to Hansen and to Jeanney, confirming his prior requests and asking for a copy of the profit-sharing plan; by letter dated April 20, Jeanney, speaking for the Council and for Scandia, in reliance on sections 12, 19A, and 19B of the current collective-bargaining contract—see *infra*—respectfully declined to accede to the request.

(One of the few disagreements in this case concerns whether the Union gave the Respondents a reason for making the request. Giesick testified that, in his phone conversation with Jeanney, he said that he wanted details of the Trust "for informational purposes," and that "we wanted it for the

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[2] Respondents denied that the plan was in fact a profit-sharing plan within the meaning of the term as commonly used—a witness for Respondents referred to it as a "savings plan"—but, for the purposes of this proceeding, all parties agreed to refer to the plan in question by this name I have derived my designation, "Profit Sharing Trust," from a number of documents issued to its employees by Scandia

[3] There is no allegation herein that the installation of the Trust was itself violative of the Act

[4] Since the very issue here is the extent to which details of the Trust must be made public, the parties and I exercised caution throughout the hearing to the end that only those details which might be necessary to a disposition herein would be aired

[5] I find Hansen to be an agent of Scandia

[6] I find Jeanney to be an agent of the Council and, for matters relevant herein, of Scandia

purpose so that we could properly inform the people what they were entitled to under the profit sharing plan." Jeanney testified that Giesick gave no reason. To the extent that it may have significance,[7] I credit Giesick. Apart from other considerations, I believe it inherently implausible that the exchange took place without an exchange of reasons for positions taken: in the face of section 19B of the currently effective contract Giesick was venturing into territory seemingly excluded from the scope of bargaining; assuming rationality in the conversation, I believe that Giesick at least attempted to "get around" 19B.)

As I have said, the Union had been unaware of the existence of the Trust until early 1967. (Indeed, Jeanney himself knew nothing about it until the raising of the question at that time. The program was confined to Scandia; it was not councilwide.) But Scandia's employees had not been kept in the dark. Each year, they were called together and were given a report of the amount recorded in the respective Profit Sharing Trust account of each of them. The report issued each year was essentially similar, except that the one distributed in 1967 (on August 22), referring to the Trust Agreement, added the phrase, "a copy of which is available in the office for your examination."[8]

To round out the setting for the problem at hand, it is necessary to recite a number of details surrounding certain provisions in the current collective-bargaining contract.

Section 12 of the contract, entitled "Wage Scales, Schedule 'A'," reads as follows:

> The wage scales hereto attached, marked Schedule "A," is hereby made a part of this Agreement. Scales of wages shown in Schedule "A" of this Agreement are minimum wage scales and shall not prohibit a superior workman from receiving a higher scale of wages.

Section 19 is divided into a number of parts, including the following:

> A. MANAGEMENT'S PREROGATIVES: The prerogatives of Management include, but are not limited to, the exclusive right to hire, promote, demote, transfer, discipline, suspend, discharge, increase or decrease the work force to meet the exigencies of the business, to maintain the efficiency of the operation and of the employees, to establish and enforce rules and regulations, and to determine the schedule of work and days of work except as specifically abridged by the terms of this Agreement. Any of the rights, powers or authority the Employer had prior to the signing of this Agreement are retained by the Employer except those specifically abridged, delegated, or modified by this Agreement.
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> B. SCOPE OF BARGAINING: The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, including fringe benefits, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

And, finally, section 20, dealing with the duration of the Agreement, provides that the wage scales and related details appearing in Schedule "A" of the Agreement (labeled as the "Wage Section") may be reopened for negotiations by the giving of 60 days' notice by either party, on March 15, 1968, or on any subsequent contract anniversary date.

Section 12, or its substance, has been a part of successive contracts between the Council and the Union since prior to the one executed in 1962. In the discussions surrounding this section during contract negotiations—and I refer particularly to those which took place in 1962, 1964, and 1966—there was no mention of any profit-sharing plans; such discussions as were had concerned whether, and to what extent, there should be changes in the minimum wage rates for the different jobs listed in Schedule "A."

Sections 19A and 19B first appeared in the Council-Union contract commencing in 1962, and they were incorporated without change in the 1964 and in the 1966 (present) contract. The conversations leading to the incorporation of the sections, particularly that of 1962, were marked by the heated opposition of the Union; in none of these discussions, however, was any profit-sharing or related plan mentioned by either party at the bargaining table.[9]

[7] At the hearing, Jeanney stated he would not have turned over the information no matter what reason the Union would have given; he believed the contract gave the Respondents the right to withhold the information.

[8] Respondents' brief states that exhibits introduced by the Union "suggest" that it had been aware of the existence of the Trust "for sometime." The reference is to Statements of (Trust) Account given an employee in August 1965 and in August 1966. There was no testimony as to when these documents came into the Union's possession. In the face of the uncontradicted testimony that the Union first learned of the Trust in January 1967, and in view of the fact that its pressure for details was instituted immediately thereafter, I cannot adopt Respondents' "suggestion."

[9] Scandia's plan is not to be confused with Welfare and Retirement Funds referred to in the contract. These funds, financed by multiemployer contributions and administered by trustees representing the Council and the Union, are councilwide

In sum (I find), neither at the last nor any prior contract negotiations was there any demand for, offer of, or discussion of the Scandia Profit Sharing Trust.

And finally (I find), union representatives were of the opinion that sections 19A and 19B "restrained the Union's rights" to open up for bargaining any area not referred to in the contract.

C. *Discussion—Conclusion*

It is well settled that Section 8(a)(5) of the Act imposes an obligation upon an employer to furnish, on the request of the bargaining agent of its employees, all information relevant to the bargaining representative's performance of its functions.[10] This obligation extends to information which the union may require in order "to police and administer existing agreements."[11]

Respondents, equating the giving of the information requested about the Trust with bargaining over the Trust, contend that the Union waived the right to bargain over the subject when the current contract was executed; their joint brief particularly cites section 19A, as "further enhanced" by 19B.[12] Further, they urge that the information is neither relevant nor necessary for any purpose for which the information is being sought. They argue, finally, that the Board lacks jurisdiction over the matter because the Union has not, with respect to these premises, availed itself of the grievance procedure afforded by the collective-bargaining agreement.

The Union does not seek to bargain about the Trust at this time. It specifically disclaims any such desire, and this record contains no evidence to the contrary. I find that its purpose in requesting the information was to become informed about the provisions of the Trust, the benefits of which were among the benefits of employment by Scandia.[13] It thus becomes unnecessary to pass upon whether section 19A (the management prerogative clause), or 19B (the "zipper" clause), insulated Respondents from being required *to bargain* on the matter;[14] it only needs be said that neither of these sections of the contract—nor any other—provides that the only working conditions at Scandia are those which are set forth in the contract.[15]

As noted above, a bargaining agent is entitled to information relevant to the discharge of its obligations. The Union's request for information about the Trust was in the nature of a request for such information. Since the terms of the Trust established a working condition of Scandia's employees,[16] the Union bore the responsibility for policing it. Compliance with the good-faith obligation prescribed by the Act required Scandia, itself or through its agent, Council, as well as Council, as administrator of the contract, to cooperate with the Union by furnishing the requested details, unless the Union's right to the information was waived, unless the information was not relevant or necessary, unless the Union's request was improper for some other reason, or unless compliance with it imposed an unreasonable burden on the Respondents.[17]

Undoubtedly, the Union could have waived its right to this or to any other information. But the waiver of a statutory right is not to be lightly inferred; it must be clear and unmistakable.[18] I find no waiver of the right to information about established working conditions in the cited provisions, in any other provision of the contract, or in any conduct of the Union's representatives.

I have found that the provisions of the Trust constitute a condition of work for Scandia's unit employees. Self-evidently, information as to the condition is required for the Union's discharge of its duties as bargaining agent for these employees;[19] its possession of details is relevant and necessary.[20]

Respondents' contention that the Union should be left to grievance and arbitration proceedings in this matter is answered by holdings in *Hekman Furniture Company*[21] and *Leland-Gifford Co.*,[22] to the effect that the statutory obligation to furnish data

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[10] *N L R B* v *Yawman & Erbe Manufacturing Co*, 187 F 2d 947 (C A 2), *Timken Roller Bearing Co* v *N L R B*, 325 F 2d 746 (C A 6)

[11] *J I Case Co* v *N L R B*, 253 F 2d 149 (C A 7), *Timken Roller Bearing, supra*

[12] In their original (written) refusal to furnish the information, Respondents also relied on section 12 ("Wage Scales "), but this section is not part of their defense herein

[13] Assuming, without finding, that the benefits were "optional," as claimed by Respondents, they were benefits nevertheless

[14] On this subject, see *New York Mirror, Division of the Hearst Corporation*, 151 NLRB 834, 838-840 It should be noted, in passing, that the Respondents' citation of the Trial Examiner's Decision in *Unit Drop Forge Division Eaton Yale & Towne*, 171 NLRB 600, October 1967, is inapposite· (1) the zipper clause there foreclosed bargaining over all matters referred to as well as those unmentioned in the contract, and (2) in accordance with the clause, the Trial Examiner there found that the matter in question, covered by the contract, did not require further bargaining

[15] On the contrary, the clear implication of 19A is that conditions existing before the execution of the contract and not specifically changed by the contract shall continue to exist until and unless altered by the Employer

[16] The term "wages" includes all emoluments of value which may accrue to employees because of the employment relationship *Dickten & Masch Mfg Co*, 129 NLRB 112, 125

[17] See *Otis Elevator Company*, 102 NLRB 770, enforcement denied 208 F 2d 176 (C A 2)

[18] *Timken Roller Bearing Co* v *N L R B*, 325 F 2d 746, 751 (C A 6), cert denied 376 U S 971, *Smith Cabinet Manufacturing Co*, 147 NLRB 1506, *Cloverleaf Div of Adams Dairy*, 147 NLRB 1410

[19] *Curtiss-Wright Corporation, Wright Aeronautical Division*, 145 NLRB 152, enfd 347 F 2d 61 (C A 3)

[20] Also see *Whitin Machine Works*, 108 NLRB 1537, *N L R B* v *The Item Company*, 220 F 2d 956 (C A 5), enfg 108 NLRB 1634, cert denied 350 U S 905

[21] 101 NLRB 631, 632, enfd 207 F 2d 561 (C A 6)

[22] 95 NLRB 1306, 1322, enfd 200 F 2d 620, 624 (C A 1)

to the bargaining representative is not satisfied by the substitution of the grievance procedure.[23]

Finally, there is no evidence (or contention) that the Union's request was improper for any reason other than those discussed above, or that compliance with the request would impose an unreasonable burden on the Respondents.[24]

In short, on what I consider to be a fair preponderance of the credible evidence, I find and conclude that Respondent Scandia, itself and through its agent, Respondent Council, and that Respondent Council itself (on the ground that it was an employer which administered the contract in question), by refusing to comply with the Union's request for details as to Scandia's Profit Sharing Trust, have refused to bargain with the Union, in violation of Section 8(a)(5) and (1) of the Act.

Upon the foregoing factual findings and conclusions, I come to the following:

CONCLUSIONS OF LAW

1. Respondent Scandia is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.
2. Respondent Council is an agent of Respondent Scandia.
3. Respondent Council, as an agent of Respondent Scandia, is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.
4. The Union is a labor organization within the meaning of Section 2(5) of the Act.
5. All employees of those hotels, restaurants, clubs, and night clubs which are members of Respondent Council who occupy positions listed in Appendix "A" of a collective-bargaining agreement by and between Respondent Council, for its members, and the Union, effective from March 15, 1966, through March 17, 1971 (with the exclusion of guards, watchmen, and supervisors as defined in Section 2(11) of the Act), constitute and at all times material herein constituted a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.
6. The Union, at least since 1962, has been and is the exclusive bargaining representative of all employees in the aforesaid bargaining unit within the meaning of Section 9(a) of the Act.
7. Employees of Respondent Scandia who occupy positions included in the above-described bargaining unit are employees within said unit.
8. At all times material herein, the terms, conditions, and benefits of a "Profit Sharing Trust" constituted a working condition of Respondent Scandia's employees who were in the aforesaid bargaining unit.
9. On and since February 13, 1967, by refusing to comply with a request of the Union for details as to the composition of Respondent Scandia's Profit Sharing Trust, Respondent Scandia has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(5) of the Act.
10. On and since April 19, 1967, by refusing to comply with a request of the Union for details as to the composition of Respondent Scandia's Profit Sharing Trust, Respondent Scandia, through its agent Respondent Council, and Respondent Council, as an employer itself, have engaged in and are engaging in unfair labor practices within the meaning of Section 8(a)(5) of the Act.
11. By the conduct described in the two preceding paragraphs, Respondent Scandia and Respondent Council have interfered with and have restrained and coerced employees in their exercise of the rights guaranteed them in Section 7 of the Act, in violation of Section 8(a)(1) thereof.
12. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of the Act.

THE REMEDY

Having found that the Respondents herein have engaged in certain unfair labor practices, I shall recommend that they be ordered to cease and desist therefrom and to take certain affirmative action in order to effectuate the policies of the Act.

Because of the narrow scope of the unfair labor practices as found herein, I shall recommend a "narrow" cease-and-desist order.

Upon the basis of the foregoing findings of fact and conclusions of law and upon the entire record in the case, I issue the following:

RECOMMENDED ORDER

Scandia Restaurants, Inc. (hereinafter Scandia), and Restaurant-Hotel Employers' Council of

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[23] Also see *J. I. Case Company* v. *N.L.R.B.*, 253 F.2d 149, 154, 155 (C.A. 7), and *N.L.R.B* v *Otis Elevator Co.*, 208 F 2d 176, 180 (C.A. 2). Cf. *Hercules Motor Corporation*, 136 NLRB 1648, in which a Board majority denied the bargaining representative access to certain wage information requested in order to test whether standards had been correctly set; saying that this was "not a case where the union simply sought and was denied information which was relevant to its task as bargaining agent in negotiating a contract, or policing or administering a contract, or adjusting a grievance," the opinion concluded that the real question—whether the contract permitted a grievance in this area—should be disposed of within the contractual framework. Also see *Square D Co.* v *N L R B*, 332 F.2d 360 (C A 9), cited by Respondents· The question posed was whether details had to be given the union with respect to an incentive plan which the union had specifically (unsuccessfully) sought to have covered by the contract; the court (refusing enforcement of 142 NLRB 332) decided that the question—whether, under the terms of the contract, the right *to grieve* on the subject had been yielded—was a question which should have been submitted to an arbitrator. The relevant distinction here is that there has been no waiver of the right to grieve on profit sharing. For a Board interpretation of *Square D.* see *Gravenslund Operating Co d/b/a Washington Hardware*, 168 NLRB 513.

[24] It is to be noted that, *subsequent to* the filing of the charge which initiated the instant proceeding, Scandia offered to display a copy of the Trust Agreement to individual employees.

Southern California (hereinafter Council), both of Los Angeles, California, their officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to furnish to Los Angeles Joint Executive Board of Hotel and Restaurant Employees and Bartenders Union (hereinafter the Union) details as to the composition of a "Profit Sharing Trust" applicable to employees of Scandia who are part of a bargaining unit consisting of employees of members of Council who occupy positions listed in Appendix "A" of a collective-bargaining agreement by and between Council, for its members, and the Union, effective from March 15, 1966, through March 14, 1971 (with the exclusion of guards, watchmen, and supervisors as defined in Section 2(11) of the Act).

(b) In any like or related manner interfering with, restraining, or coercing employees of Scandia in the exercise of their right to self-organization to form labor organizations, to join or assist any labor organization, to bargain collectively through representatives of their own choosing, to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any and all such activities, except to the extent that any such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8(a)(3) of the Act.

2. Take the following affirmative action which I find will effectuate the purposes of the Act:

(a) Upon request, furnish the Union with details as to the composition of said Profit Sharing Trust.

(b) Post copies of the attached notice marked "Appendix."[25] Copies of such notice, on forms provided by the Regional Director for Region 31, after being duly signed by an authorized representative of each of the Respondents, shall be posted immediately upon receipt thereof, and be maintained for 60 consecutive days thereafter, in conspicious places at Scandia's restaurant operation, including all places where notices to Scandia's employees are customarily posted. Reasonable steps shall be taken by Respondents to insure that such notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director for Region 31, in writing, within 20 days from the receipt of this Decision, what steps the Respondents have taken to comply herewith.[26]

[25] In the event that this Recommended Order is adopted by the Board, the words "a Decision and Order" shall be substituted for the words "the Recommended Order of a Trial Examiner" in the notice In the further event that the Board's Order is enforced by a decree of a United States Court of Appeals, the words "a Decree of the United States Court of Appeals Enforcing an Order" shall be substituted for the words "a Decision and Order "

[26] 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 Respondents have taken to comply herewith "

APPENDIX

NOTICE TO ALL EMPLOYEES

Pursuant to the Order of a Trial Examiner of the National Labor Relations Board and in order to effectuate the policies of the National Labor Relations Act, as amended, we hereby notify our employees that:

WE WILL, upon request, furnish the Los Angeles Joint Executive Board of Hotel and Restaurant Employees and Bartenders Union, AFL–CIO, with details as to Scandia's Profit Sharing Trust.

WE WILL NOT, by withholding such details or by any like conduct, interfere with, restrain, or coerce Scandia's employees in the exercise of their rights to organize, to form, join, or assist a labor organization, to bargain collectively through a bargaining representative chosen by themselves, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any such activities (except to the extent that the right to refrain is limited by the lawful enforcement of a lawful union-security requirement).

SCANDIA RESTAURANTS, INC.
(Employer)

Dated By

(Representative) (Title)

RESTAURANT-HOTEL EMPLOYERS' COUNCIL OF SOUTHERN CALIFORNIA
(Employer)

Dated By

(Representative) (Title)

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.

If employees have any question concerning this notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, 10th Floor, Bartlett Building, 215 West Seventh Street, Los Angeles, California 90014, Telephone 688–5801.