Roosevelt Walker d/b/a B & W Maintenance Service *and* Service Employees International Union, AFL–CIO, Service and Hospital Employees Union, Local 399. Cases 31–CA–3238 and 31–CA–3247

May 17, 1973

DECISION AND ORDER

BY CHAIRMAN MILLER AND MEMBERS FANNING AND PENELLO

On January 18, 1973, Administrative Law Judge Herman Corenman issued the attached Decision in this proceeding. Thereafter, Respondent filed exceptions 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 authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings, and conclusions of the Administrative Law Judge and to adopt his recommended Order.

1. The Administrative Law Judge found that Respondent was responsible for causing his supervisors to coercively circulate among the employees for their signatures a statement to the effect that they had no union affiliation and that, therefore, Respondent violated Section 8(a)(1) of the Act. Such a finding is contrary to Respondent's testimony at the hearing that he had no knowledge of these documents or how they came to be circulated. While it is obvious that the Administrative Law Judge did not rely on this testimony, he did not specifically discredit it.

Upon a review of the record, we find for the following reasons that Respondent's testimony is inherently incredible. In an affidavit to the Board, Respondent states that, "B & W had all of the employees who came to work for us sign a copy of the attached agreement dated June 30, 1972." Several paragraphs later in his affidavit, Respondent stated that after receiving the first letter from the Union dated July 12, 1972, he had two of his supervisors, Walker and Mullins, pass around a letter for the employees to sign, "a copy of which is attached." At the hearing, Respondent disputed that the letter he was referring to in this latter reference in his affidavit was the statement found to be coercive, but instead claimed he was referring to the document entitled "agreement." (Neither Mullins nor Walker testified at the hearing.) From a review of Respondent's entire affidavit, we find such a misunderstanding as to what document was being referred to, or whether there were two documents attached to the affidavit, patently implausible. In the portion of his affidavit where Respondent states that he had Walker and Mullins pass around a letter for the employees to sign, he also stated that he relied on the signatures on that letter as the reason for not talking to the Union. While the document found to be coercively circulated directly challenged the Union's majority status, nothing in the document entitled "agreement" would indicate that those signing it no longer wanted to be represented by the Union. Thus, since it makes no sense for Respondent to have relied on the fact that the employees signed the "agreement" in refusing to talk to the Union, he must have been referring to the document which states that the employees had no union affiliation.

Further evidence that there were two separate documents attached to Respondent's affidavit when he signed it can be found in the different way Respondent referred to the documents. The first document he refers to specifically as "the attached agreement dated June 30, 1972." His later reference was to "a letter, a copy of which is attached." The more general nature of this latter reference is consistent with the nature of the document found to have been coercively circulated, since that was not dated nor was it in the form of an agreement.

Finally, we find the chronology of events belie Respondent's testimony that his latter reference in his affidavit was referring to the document entitled "agreement." That document was dated June 30, 1972, and contained a description of certain terms and conditions of employment Respondent intended to provide and which an employee agreed to by signing. While it makes sense for Respondent to have his applicants for employment sign such an agreement on or about June 30, when the document was dated, since Respondent was to assume operations the next day, it makes no sense to have them sign it some 2 weeks later, the time Respondent stated that he had Mullins and Walker circulate the letter.

For these reasons, we discredit Respondent's testimony that he had no knowledge of the documents found to be coercively circulated, and find that the record fully supports the Administrative Law Judge's findings and conclusion in this regard.

2. In concluding that Respondent was a successor-employer and violated Section 8(a)(5) and (1) of the Act in refusing to recognize and bargain with the Union, the Administrative Law Judge cited as support, *inter alia, Barrington Plaza and Tragniew, Inc.,* 185 NLRB 962. The Board's decision in that case was reversed in relevant part by the Ninth Circuit Court of Appeals in *N.L.R.B.* v. *Tragniew, Inc.,* 470 F.2d 669 (1972). The facts of that case, however, can be distinguished from those present here.

In *Tragniew* there was evidence, and the Administrative Law Judge found, that the union's original recognition came at a time when it was not shown to represent a majority of the unit employees. The Administrative Law Judge further found that during the approximately 4 years and three collective-bargaining agreements which the union negotiated since that time, the union never made an affirmative showing that it represented an uncoerced majority of the employees in the unit and that applications for membership cards introduced into evidence for that purpose at the hearing were tainted by coercion. The Ninth Circuit Court of Appeals relied on these factual findings by the Administrative Law Judge in concluding that the presumption of majority, on which the Board relied, had been rebutted. However, it should be noted that in the present case Respondent introduced no comparable evidence which would have the effect of rebutting the presumption of majority status, or which would even go so far as to show that at any time the Union represented less than a majority.

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 Administrative Law Judge and hereby orders that Respondent, Roosevelt Walker d/b/a B & W Maintenance Service, Los Angeles, California, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order.

DECISION

Statement of the Case

Herman Corenman, Administrative Law Judge: This case was heard at Los Angeles, California, on November 2 and 8, 1972. A consolidated complaint issued herein on September 21, 1972, based on charges filed on July 25, 1972, in Case 31–CA–3238 and on July 28, 1972, in Case 31–CA–3247 by Service Employees International Union, AFL–CIO, and Service and Hospital Employees Union, Local 399, herein jointly called the Union. The complaint alleges that Roosevelt Walker, d/b/a B & W Maintenance Service, herein called the Respondent, refused to bargain with the Union and illegally polled its employees, thereby engaging in unfair labor practices within the meaning of Section 8(a)(1) and (5) of the National Labor Relations Act, herein called the Act. The Respondent's answer in effect denied engaging in the alleged unfair labor practices.

All parties appeared at the hearing and were given full opportunity to adduce relevant evidence, to examine and cross-examine witnesses, to argue orally, and to file briefs. Upon the entire record, including briefs filed by the General Counsel and the Respondent, and from my observation of the demeanor of the witnesses while testifying under oath, I make the following:

Findings of Fact

I. THE BUSINESS OF THE RESPONDENT

The pleadings establish, and I find, that the Respondent is a sole proprietorship with its principal place of business located in Los Angeles, California, and is engaged in the business of providing janitorial maintenance services at United States Air Force bases in California and the Los Angeles Air Force Station, Air Force Support Group in Los Angeles, California, herein called Air Force Station. During the past 12 months, Respondent, in the course and conduct of its business operations, furnished janitorial maintenance services valued in excess of $200,000 for United States Air Force bases in California, which services have a substantial impact on the national defense of the United States. For the 12-month period ending July 1, 1973, Respondent, in the course and conduct of its business operations, will furnish janitorial maintenance services valued in excess of $400,000 for the Air Force Station, which services will have a substantial impact on the national defense of the United States. I find that the Respondent is an employer engaged in commerce and in a business affecting commerce within the meaning of Section 2(6) and (7) of the Act.

II. THE LABOR ORGANIZATION INVOLVED

The pleadings establish and I find that the Union is a labor organization within the meaning of Section 2(5) of the Act.

III. THE UNFAIR LABOR PRACTICES

A. *Background*

White Glove Maintenance Company held the contract from the government to perform the maintenance and janitorial services at the Air Force Station for the duration of a period expiring July 1, 1971. During that period, White Glove Maintenance Company entered into a collective-bargaining agreement with the Union effective from March 1, 1969, to February 29, 1972, covering the janitorial and maintenance employees at the Air Force Station. Murcole, Inc., was awarded the contract from the United States Air Force to perform the maintenance and janitorial services at the Air Force Station from July 1, 1971, to July 1, 1972, and it replaced White Glove Maintenance Company. When Murcole, Inc., took over on July 1, 1971, it refused to recognize the Union as the representative of the janitorial and maintenance employees notwithstanding the existence of an unexpired collective-bargaining agreement covering those employees between White Glove Maintenance Company and the Union. Consequently, the Union filed unfair labor practice charges with Region 31 of the Board at Los Angeles on July 29, 1971, alleging that Murcole, Inc., was refusing to bargain with the Union in violation of Secton 8(a)(1) and (5) of the Act. Region 31 of the Board under date of Decem-

ber 21, 1971, issued a complaint against Murcole, Inc., alleging in substance that Murcole, Inc., as a successor to White Glove Maintenance Company was refusing to bargain with the Union in violation of Section 8(a)(5). White Glove's answer in substance alleged that its refusal to recognize or deal with the Union did not constitute a violation of Section 8(a)(1) or (5) of the Act. The case was heard before a Trial Examiner (Administrative Law Judge) of the Board on March 1, 1972. After the close of hearing but before the Trial Examiner issued a Decision, Murcole, Inc., negotiated a collective-bargaining agreement covering the unit of employees in question which was signed by the parties thereto on April 10, 1972, for a period effective April 10, 1972, to April 9, 1974. Under date of April 11, 1972, the Board's counsel for the General Counsel submitted a motion to Trial Examiner showing that counsel for the Charging Party (the Union herein) in that case (Case 31–CA–2552) had submitted a withdrawal request dated April 7, 1972, requesting withdrawal of the charge against Murcole, Inc. In his motion, the Board's counsel for the General Counsel represented to the Trial Examiner that a settlement agreement had been reached by the Union and the Murcole, Inc., providing for recognition of the Union by Murcole, Inc., as the bargaining representative for the employees in question. The General Counsel moved for an order from the Trial Examiner granting (1) the Union's request to withdraw its charge and (2) the withdrawal by the General Counsel of the complaint. Under the date of April 12, 1972, the Trial Examiner granted the General Counsel's motion and issued the appropriate order granting the Union's request to withdraw the charge and the General Counsel's motion to withdraw the complaint.

On April 11, 1972, the Air Force notified Murcole, Inc., in writing, that the Government had elected not to exercise its option for an additional 12-month period, and that Murcole's contract with the Air Force would expire June 30, 1972.

B. *Respondent B & W's Refusal To Recognize the Union*

B & W Maintenance Service, the Respondent herein, was awarded the contract by the government effective July 1, 1972, to perform the maintenance and janitorial services at the Air Force Station, that were formerly performed by Murcole, Inc. In a preperformance conference with Air Force representatives, the Respondent was informed that the employees in question were covered by a union contract. Respondent began performance of its government contract on July 1, 1972, but refused to honor or reply to the Union's written requests to bargain dated July 12 and 14, 1972. Instead, the Respondent caused his supervisors Richard Walker and Sergeant Mullins to circulate documents for signatures by Respondent's janitorial and maintenance employees bearing the following caption:

> TO WHOM IT MAY CONCERN:
>
> I, as an employee, working for B & W Maintenance Service at the Los Angeles Air Force Station, El Segundo, California, is [sic] not affiliated with any union, and has not sign [sic] any agreement with any union, and is [sic] not paying any dues to any union, neither do I have an agreement with any bargain agency. I do not want to be affiliated with any union.

The White Glove collective-bargaining agreement contained union-security and checkoff provisions. After Murcole took over on July 1, 1971, union dues were no longer checked off, and an undetermined but substantial number of employees discontinued paying union dues. The Union endeavored to collect the union dues by individual letters to employees making request for payment, but no action was taken to suspend or expel from membership employees who had failed to pay the $6.50 monthly dues.

After execution of the Murcole, Inc., collective-bargaining agreement on April 10, 1972, union representatives met with Murcole's employees at the Air Force Station on April 19, 1972, where they explained the terms of the agreement with Murcole, Inc., and distributed checkoff authorizations for signature. Grievances of the employees were also taken, and these were subsequently processed by the Union. In early June 1972, Union Business Representative Davis turned 23 signed checkoff authorization cards to Murcole, Inc., with an alphabetized union checkoff report requesting payment of $6.50 monthly dues for June from the named employees. The June union dues of $6.50 were deducted from the wages of each employee who had signed a checkoff authorization and the amount turned over by Murcole, Inc., to the Union.

It was stipulated between the parties that for the payroll period ending June 30, 1972, Murcole, Inc., employed 77 nonsupervisory employees and 4 supervisors. It was further stipulated that during the first week of July 1972, Respondent employed 75 employees, 66 of whom were previously employed by Murcole, Inc., during the payroll period ending June 30, 1972. It was further stipulated that Respondent hired seven new employees and the Respondent retained two of the Murcole, Inc., supervisors. It was also stipulated that for the payroll period ending July 25, 1972,[1] Respondent employed 54 nonsupervisory employees and 42 of said nonsupervisory employees were previously employed by Murcole, Inc., during the payroll period ending June 30, 1972.

C. *Analysis and Conclusionary Findings*

It is established without dispute that on July 1, 1972, the Respondent took over the same task, namely the furnishing of janitorial and maintenance service to the Air Force Station, that was previously performed before July 1, 1972, by Murcole, Inc., with substantially the same work force. I find, therefore, that the Respondent became the successor to Murcole, Inc., and was obligated to recognize and bargain with the Union on request. The Board has consistently held that where an "employing industry" remains the same, a predecessor's obligation to deal with the Union that represented its employees devolves on the successor. See *The Denham Company,* 187 NLRB 434 and the cases cited therein; *Emerald Maintenance, Inc.,* 188 NLRB 876, *Barrington Plaza and Tragniew, Inc.,* 185 NLRB 962; *Penn Building Maintenance Corporation,* 195 NLRB 183; *Hecker Machine, Inc.,* 198 NLRB No. 161. *Maintenance, Inc.,* 148 NLRB

[1] The transcript at p. 8, l. 25, incorrectly shows the date to be June 25. It is hereby corrected to show the date to be July 25.

1299, 1301. In *N.L.R.B.* v. *Burns International Security Services,* 406 U.S. 272 (1972), the United States Supreme Court, while reversing the Board's determination that a successor was obligated to honor the collective-bargaining contract of a predecessor, nevertheless, affirmed the Board's underlying decision that a successor had the obligation to bargain with the Union that represented the predecessor's employees, saying:

> It has been consistently held that a mere change of employers or of ownership in the employing industry is not such an unusual circumstance as to affect the force of the Board's certification within the normal operative period if a majority of employees after the change of ownership or management were employed by the preceding employer.

The Respondent contends that the Union does not represent a majority of the janitorial and maintenance employees and points to the fact that the employees quit paying dues after Murcole, Inc., took over after White Glove except for the last week in June 1972 when only 23 employees out of a unit of approximately 77 employees signed checkoff authorizations. The Respondent also relies on the fact that a substantial number of employees signed documents bearing the caption that, among other things, they did not want to be affiliated with any union. The Respondent also takes the position that the April 10, 1972, collective-bargaining agreement between Murcole, Inc., and the Union should be given no effect because it was executed at a point of time after Murcole, Inc., had been notified in a written memorandum dated April 11, 1972, from the Air Force that their contract would expire June 30, 1972, without renewal

I am of the opinion, and I conclude, that the aforesaid contentions by the Respondent are without merit. Initially, the evidence clearly discloses, and I find, that the April 10, 1972, collective-bargaining agreement between Murcole, Inc., and the Union was in fact executed on April 10, 1972, following contract negotiations that had their inception after the March 1, 1972, hearing before the Board's Trial Examiner in the Murcole unfair labor practice Case 31–CA–2552. But assuming *arguendo* that the Murcole-Union collective-bargaining agreement had been negotiated after Murcole, Inc., had notice from the Air Force that its service contract would not be renewed, that would not effect the collective-bargaining agreement's validity. In this connection, it is pointed out that Murcole, Inc., was the successor to White Glove which was party to a collective-bargaining agreement with the Union containing a union-security agreement, and the Board's General Counsel, in issuing the 8(a)(5) complaint against Murcole, Inc., in Case 31–CA–2552 was satisfied that Murcole, Inc., as the successor to White Glove was legally obligated to recognize and bargain with the Union. Under the circumstances, it would be unreasonable to indulge in an inference that Murcole, Inc., acted in bad faith by entering into a collective-bargaining agreement with the Union in settlement of the litigation before the Board in Case 31–CA–2552. Additionally, there appears undisputed evidence in this case from Murcole and union officials that Murcole, Inc., had reason to believe that notwithstanding the April 11, 1972, written notice of nonrenewal from the Air Force, that possibly B & W could not qualify, and they entertained the belief that their Air Force contract might be renewed for another year commencing July 1, 1972.

I am of the opinion and I conclude that the unexpired[2] collective-bargaining agreement between Murcole, Inc., and the Union raised a *prima facie* presumption that the Union was the majority representative of the employees. The nonpayment of union dues was not sufficient to overcome that presumption; nor were the documents signed by employees that they did not want union representation sufficient to rebut the presumption. I find that employee signatures on such documents were obtained by Respondent's supervisors. They are therefore the product of employer coercion and will not be given effect. *Henry Colder Company,* 163 NLRB 105, 128; *Dean Industries,* 162 NLRB, 1078, 1087–89; *C & P Plaza Department Store,* 163 NLRB 686, 689; *Struksnes Construction Co.,* 165 NLRB 1062. Indeed, the conduct of the Respondent in causing such documents to be circulated by supervisors among the employees betrays Respondent's bad faith in ignoring the Union's July 12 and 14 written requests to bargain, but instead circulating these documents for employee signatures.

In *Barrington Plaza and Tragniew,* 185 NLRB 962. the Board in holding that a union's representative status was established only by its bargaining agreement with a predecessor employer, said as follows:

> In the case of an incumbent union, majority union support is not to be confused with majority union membership. As was recently emphasized by the Fourth Circuit Court of Appeals in *Terrell Machine Co.* v. *N.L.R.B.:* [Citing, *Terrell Machine Co.,* 173 NLRB 1480, fn. 4, enfd. 427 F.2d 1088 (C.A. 4, 1970).]
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> > A showing that less than a majority of the employees in the bargaining unit were members of the union or paid union dues [is] not the equivalent of showing lack of union support. Manifestly . . . many employees are content neither to join the union nor to give it financial support but to enjoy the benefits of its representation. Nonetheless, the union may enjoy their support, and they may desire continued representation by it. [Citing, accord, *N.L.R.B.* v. *Gulfmont Hotel Co.,* 362 F.2d 588 (C.A. 5.]
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> Consistent with the foregoing, the principle has long been settled that in an 8(a)(5) proceeding, involving a refusal to bargain with a theretofore recognized union, the requisite proof of majority status need not take the form of a Board certification or card showing. The existence of a prior contract, lawful on its face, raises a dual presumption of majority—a presumption that the union was the majority representative at the time the contract was executed, and a presumption that its majority continued at least through the life of the contract. [Citing, *Shamrock Dairy, Inc.,* 119 NLRB 998, 1002, and 124 NLRB 494, 495–496, enfd. 280 F.2d 665 (C.A.D.C.), cert. denied 364 U.S. 892; *Ref-Chem Company,* 169 NLRB 376, enforcement denied 418 F.2d 127, (C.A. 5).]

[2] Even if the Murcole agreement had by its terms expired on June 30, 1972, that would not alter my conclusion. See, e.g., *Overnite Transportation Company* v. *N.L.R.B.,* 372 F.2d 765 (C A. 4). See also *Barrington Plaza and Tragniew, Inc.,* 185 NLRB 962.

Following expiration of the contract, this presumption continues and is not dependent on independent evidence that the bargaining relationship was originally established by a certification or majority card showing. [Citing, see, e.g., *Valleydale Packers, Inc., supra; K. B. & J. Young's Supermarket, supra.*] The presumption applies not only to a situation where the employer charged with a refusal to bargain is itself a party to the preexisting contract, but also to a successorship situation such as we have here.

Summarizing, I find that the Respondent is the successor to Murcole, Inc. I further find that the Respondent entered into the Air Force contract with the knowledge that the janitorial and maintenance employees were covered by a collective-bargaining agreement between Murcole, Inc., and the Union. I further find that the Union was the exclusive majority representative of the unit of janitorial and maintenance employees at the time the Respondent took over the Air Force contract on July 1, 1972, and at all times thereafter. I further find that the Respondent's failure and refusal to bargain with the Union violated Section 8(a)(1) and (5) of the Act. I further find that the Respondent's conduct in causing employees to sign documents that they did not want union representation interfered with, restrained, and coerced them in the exercise of their rights guaranteed by Section 7 of the Act and as such violated Section 8(a)(1) of the Act.

Upon the foregoing findings of fact and upon the entire record in this case, I make the following:

Conclusions of Law

1. Roosevelt Walker, d/b/a B & W Maintenance Service is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. Service Employees International Union, AFL–CIO, and Service and Hospital Employees Union, Local 399, herein jointly called the Union, are labor organizations within the meaning of Section 2(5) of the Act.

3. By soliciting and causing employees to sign documents that they are not affiliated with any union, are not paying any dues to any union, and do not want to be affiliated with any union, the Respondent interfered with, restrained, and coerced employees in the exercise of rights guaranteed by Section 7 of the Act, and thereby engaged in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

4. All employees performing janitorial and maintenance work at the Air Force Station, excluding office clerical employees, professional employees, guards, watchmen, and supervisors as defined in the Act constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

5. Before, on, and at all times after July 1, 1972, the Union has been the majority and exclusive representative of all the employees in the unit described above in subparagraph 4.

6. By refusing to recognize or bargain with the Union at all times after July 1, 1972, with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment for the employees in the appropriate unit described in subparagraph 4, above, the Respondent engaged in unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act.

7. The aforesaid unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

Upon the basis of the above findings of fact, conclusions of law, and the entire record in the case, and pursuant to Section 10(c) of the Act, I hereby make the following:

Recommended Order [3]

Respondent, Roosevelt Walker, d/b/a B & W Maintenance Service, his agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Causing and soliciting employees to sign documents with respect to their union affiliation or nonaffiliation and all matters with respect to their union desires and sympathies or the lack thereof.

(b) Refusing to bargain with the Union as the exclusive representative of the employees in the unit herein found appropriate, with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

2. Take the following affirmative action which is necessary to effectuate the policies of the Act:

(a) Bargain in good faith with the Union, upon request, with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment as the exclusive representative of the employees in the unit herein found appropriate.

(b) Post at the Air Force Station copies of the attached notice marked "Appendix." [4] Copies of said notice, on forms provided by the Regional Director for Region 31, after being duly signed by Respondent's representative, shall be posted by it immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said 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 date of this Order, what steps Respondent has taken to comply herewith.

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[3] In the event no exceptions are filed as provided by Sec. 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 Sec. 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.

[4] 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 read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

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

After a trial at which both sides had the opportunity to present their evidence, the National Labor Relations Board has found that we violated the law and has ordered us to post this notice; and we intend to carry out the order of the Board, and abide by the following:

WE WILL NOT refuse to recognize or bargain with Service Employees International Union, AFL–CIO, Service and Hospital Employees Union, Local 399, as the exclusive collective-bargaining representative of the employees in the following appropriate unit:

All employees performing janitorial and maintenance work at the Los Angeles Air Force Station, Air Force Support group; excluding office clerical employees, professional employees, guards, watchmen and supervisors as defined in the National Labor Relations Act.

WE WILL NOT solicit or cause our employees to sign written documents that they are not affiliated with any union, are not paying dues to any union, and do not want to be affiliated with any union.

WE WILL bargain collectively, upon request, with the aforesaid Union as the exclusive representative of all our employees in the bargaining unit described above with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment and, if an understanding is reached, embody such understanding in a signed agreement.

WE WILL NOT in any manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form, join, or assist any labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.

ROOSEVELT WALKER D/B/A
B & W MAINTENANCE SERVICE
(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 213–824–7357.