

**Western Golf and Country Club and Hotel Employees and Restaurant Employees International Union, Local 24, AFL-CIO.** Cases 7-CA-40879, 7-CA-41618, and 7-CA-42401

September 12, 2001

DECISION AND ORDER

BY MEMBERS LIEBMAN, TRUESDALE, AND WALSH

On March 28, 2000, Administrative Law Judge William G. Kocol issued the attached decision. The Respondent filed exceptions and a supporting brief, and the General Counsel and the Charging Party Union each filed an answering brief to the Respondent's exceptions.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,<sup>1</sup> and conclusions,<sup>2</sup> to modify the remedy,<sup>3</sup> and to adopt the recommended Order as modified.<sup>4</sup>

The Respondent argues in its exceptions that the judge erred for two reasons in finding that it unlawfully changed the manner of assigning overtime work: (1) the existing practice of assigning overtime work to steady employees on the basis of seniority was not "committed to writing and signed by" both parties as required by Section 20 of the relevant collective-bargaining agreement and (2) the Respondent had a legitimate reason for assigning work to extra employees, and denying it to steady employees, in order "to avoid paying overtime

which it is specifically allowed to do under the efficiency clause of Section 51b" in the collective-bargaining agreement. We reject the Respondent's arguments. With respect to the Respondent's first argument, we find that the Respondent's practice of assigning overtime work was an extra-contractual benefit, rather than a non-conforming practice, as its assignments on the basis of seniority were not inconsistent with the collective-bargaining agreement. Furthermore, as the judge found, with respect to the Respondent's unilateral termination of payments in lieu of health insurance benefits, in Section 20, the Union waived only contractual enforcement of any unwritten practices under the agreement. There was no clear and unmistakable waiver of its statutory right to bargain about existing practices before the Respondent unilaterally, and here unlawfully, changed them. As for the Respondent's second argument, the Board found in *Dearborn Country Club*, 298 NLRB 915 (1990), that an identical contractual provision did not provide an employer with "specific authorizations" to make a similar change in overtime work assignments.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge as modified below and orders that the Respondent, Western Golf and Country Club, Redford, Michigan, its officers, agents, successors, and assigns, shall take the action set forth in the Order as modified.

1. Delete paragraph 1(b) and reletter the subsequent paragraphs accordingly.

2. Substitute the following for paragraph 2(d).

"(d) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place to be designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order."

*Richard F. Czubaj, Esq.*, for the General Counsel.

*Walter L. Baumgardner, Esq. (Musilli, Baumgardner, Wagner & Parnell, P.C.)*, of St. Clair Shores, Michigan, for the Respondent.

*Stuart M. Israel, Esq. (Martens, Ice, Geary, Klass, Legghio, Israel, & Gorchow, P.C.)*, for the Union.

DECISION

STATEMENT OF THE CASE

WILLIAM G. KOCOL, Administrative Law Judge. This case was tried in Detroit, Michigan, on February 1, 2000. The

<sup>1</sup> The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enf. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

<sup>2</sup> No exceptions were filed to the judge's findings that the Respondent violated Sec. 8(a)(1) of the Act by creating the impression of surveillance of employees' union activities, by indicating to employees that it would be futile for them to support the Union, and by offering employees inducements to resign their Union membership; that the Respondent did not violate Sec. 8(a)(1) by coercively interrogating employees; and that the Respondent violated Sec. 8(a)(5) by refusing to furnish certain information that the Union had requested.

<sup>3</sup> We modify the judge's recommended remedy to provide that backpay shall be computed as prescribed by *Ogle Protection Service*, 183 NLRB 682 (1970), enf. 444 F.2d 502 (1971), with interest as computed according to *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

<sup>4</sup> We shall delete par. 1(b) of the judge's recommended Order because that provision is identical to par. 1(a).

Additionally, we shall modify the recommended Order in accordance with our recent decision in *Ferguson Electric Co.*, 335 NLRB 142 (2001).

charges were filed on April 16 and December 15, 1998,<sup>1</sup> and September 24, 1999, respectively. The amended charge in the last case was filed December 29, 1999. The second order consolidating cases, amended consolidated complaint and notice of hearing (the complaint) was issued January 4, 2000. The complaint alleges that Western Golf and Country Club (Respondent) violated Section 8(a)(1) by interrogating employees about their union activities and creating the impression that those activities were under surveillance, informed employees that it would be futile for them to rely on the Hotel Employees and Restaurant Employees International Union, Local 24, AFL-CIO (the Union), as their bargaining representative, and asked employees if they would leave the Union in exchange for a salary. The complaint also alleges that Respondent violated Section 8(a)(5) by unilaterally assigning overtime work to non-unit employees, unilaterally ceasing to provide pay to employees in lieu of medical insurance benefits, and refusing to provide relevant information to the Union. Respondent filed a timely answer that admits the filing and service of the charges, jurisdiction, interstate commerce, labor organization status, unit, recognition, and 9(a) status. Respondent denied the substantive allegations of the complaint.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel, Respondent, and the Union, I make the following

## FINDINGS OF FACT

### I. JURISDICTION

Respondent, a corporation, has been engaged in the operation of a private club, providing golfing facilities and retail sale of food and golfing supplies at its facility in Redford, Michigan, where it annually derives gross revenues in excess of \$500,000 and directly purchases and receives goods valued in excess of \$5000 directly from points outside the State of Michigan. Respondent admits and I find that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

### II. ALLEGED UNFAIR LABOR PRACTICES

#### A. Background

Respondent operates a club that provides a wide range of golfing services to its members. It also operates a restaurant that serves food and beverages to members and guests at the facility. The Union has represented Respondent's employees for a number of years. Respondent and the Union have been parties to successive collective-bargaining agreements the most recent of which ran from May 1, 1996, through April 30, 1999. At the time of the hearing the parties appeared to have reached agreement on new collective-bargaining agreement, but it had not yet been signed. The new contract does not change any of the provisions relevant to this proceeding.

The bargaining unit is described in several appendices to the contract. That unit covers a broad range of classifications, ranging from sous chefs to utility workers. Unit employees are

also classified as steady employees, who have the full range of contractual coverage and accumulate seniority, steady-extra employees, who do not have seniority but who have some measure of job security under the contract, and extra employees who have no contractual seniority.

#### B. The 8(a)(1) Allegations

In November 1997 Christopher Myers became Respondent's general manager. In April employee Kathleen Blight had a conversation with Tom Shovel, assistant manager, Jennifer Carpenter, human resources director, and Myers. Myers said that he had heard that Blight had not been cooperating and did not like the rules of his new management. Blight asserted that she had been cooperating. Myers became upset and said she had heard that Blight had been going to the Union. Blight responded that she had a right to do so. Myers then said that he did not "do" unions; he did what was best for the club. Myers also asked if Blight would leave the Union if he gave her a salaried position.<sup>2</sup>

#### Analysis

Respondent initially argues that Blight was a supervisor and therefore not entitled to the protections of the Act. Board law is clear that the burden rests on the party asserting supervisory status to establish that fact. *Bowne of Houston*, 280 NLRB 1222 (1986). The record in that regard falls well short of establishing that Blight was a supervisor. *Cassis Management Corp.*, 323 NLRB 456 (1997).

The General Counsel argues that Myers' statement that he had heard that Blight had been going to the Union unlawfully created the impression that Blight's union activities were under surveillance. I agree. The Board has held that such remarks made in similar contexts violate Section 8(a)(1). *L & B Construction Co.*, 326 NLRB 1311 (1998).

The General Counsel next contends that Myers' comment that he does not "do" unions indicated that it would be futile to engage in union activity. The context in which this comment was made is important. Myers had just criticized Blight for failing to cooperate with Respondent. He unlawfully gave the impression that Blight's union activities were under surveillance, thereby prompting Blight to defend her contact with the Union. Myers replied that he did not "do" unions, that he instead did what was best for the company. Under these circumstances Myers was indicating that Blight's contacts with the Union would indeed be futile. Such statements violate the Act. *Woodline, Inc.*, 233 NLRB 97 (1977).

Finally, the General Counsel argues that Myers unlawfully promised Blight a salaried position if she would resign from the Union. The facts support this argument. It is well settled that an employer may not offer inducements for employees to cease engaging in activities protected under the Act. *NLRB v. Exchange Parts Co.*, 375 U.S. 405 (1964).

The Union but not the General Counsel argues Respondent also coercively interrogated Blight. However, I conclude that the facts fall short of establishing that any interrogation occurred.

<sup>2</sup> These facts are based on the credible and uncontradicted testimony of Blight.

<sup>1</sup> All dates are in 1998 unless otherwise indicated.

I conclude that Respondent violated Section 8(a)(1) by creating the impression that employees' union activities were under surveillance, by indicating to employees that it would be futile to seek the support of the Union, and by offering employees benefits to induce them to resign from the Union.

### C. The 8(a)(5) Allegations

#### 1. The overtime issue

Employees typically work a Wednesday through Sunday schedule. Although the club is generally closed to members on Mondays, the club does book special golf outings on that day. These events are not only an opportunity for employees to work extra hours, but the tips from these outings are also generally higher than normal occasions. Historically, employees had been assigned to Monday work on the basis of seniority. In that regard section 26 of the collective-bargaining agreement provides:

Steady employees may be requested, but shall not be required, to work a designated sixth (6th) or seventh (7th) day, or more than eight (8) hours in any one day, and shall rotate the overtime equally in any job classification where scheduling is practical. The Club shall make this request by seniority, and if no steady employees volunteer, the Club shall have the right to require the least senior steady employees to perform the work.

Beginning in the 1999 season Respondent ceased scheduling steady employees for Monday work. Instead, Respondent assigned steady extra employees and extra employees to perform that work.

Respondent points to section 5(a) and (b) in the collective-bargaining agreement: that provide in pertinent part:

Eight (8) hours of work shall constitute a work day and five (5) days shall constitute a workweek for steady employees . . . .

The Club will maximize work assignments for steady employees up to the five (5) day workweek. Extra employees will be used to supplement, not to displace steady employees.

Myers testified that he concluded that it was not fiscally responsible to continue to assign steady employees to the Monday work. He decided that the contract gave him the authority to assign that work to other employees, and he did so. The Union was not notified of this change.

#### 2. The medical benefits issue

In 1990 employee Marqueta Smith and then General Manager Ronald Pearson agreed that Smith would receive payments in the amount of the cost of health insurance benefits provided in the contract. Other employees had the same arrangement with Respondent. In 1997 employees Brian Donehue, Marqueta Smith, Sandy Knoll, and Mark Kemmerling met with Robert Donehue, who was then the general manager and who is also Brian's brother. These employees all were receiving the payments. The result of the meeting was that Robert Donehue

and these four employees<sup>3</sup> individually signed a document, dated September 1, 1997, that read:

(Respondent) agrees to pay/reimburse an amount that nets out to be that of equal value to current or future insurance rates for Blue Care Network or HAP on monthly basis.

The documents indicated that copies were sent to the Union and to the employee's personnel file.

These employees continued to receive payments, which by December 1997 amounted to \$175 per month. These amounts were treated as income to the employees and they were reported and taxed. However, in December 1997 Myers advised the employees that they would no longer receive the cash payments but they would be eligible to receive the health insurance benefits. The payments were terminated effective January 1, 1998. This was done without notice to the Union.

Of significance to this issue is section 20 of the collective-bargaining agreement. That Section provides in pertinent part:

[N]o extra-contractual benefit, condition, or practice of employment, past or future, is enforceable under this Agreement by the Club or the Union unless committed to writing and signed by the employing Club and the Union; provided that any such writing shall not be effective beyond the term of this Agreement.

#### 3. The refusal to provide information issue

On June 17 the Union requested the following information:

(P)lease let us know whether the Club has provided pay in lieu of health coverage, or health coverage, for Mark Kemmerling, Marqueta Smith, Brian Donehue, and Sandra Knoll in 1996, 1997, and 1998, and the amounts and dates of any such pay. In addition, please provide the personnel files for these four employees. If you have any questions about my request, or if there will be any delay in the Club's response, please let me know right away.

An arbitration hearing was held on July 27. One of the grievances concerned the claim by Brian Donehue, Kemmerling, Knoll, and Smith that Respondent had improperly discontinued the payments in lieu of health insurance coverage. In his decision the arbitrator described how the parties agreed that Respondent had not yet provided the requested information. During the arbitration proceeding the Union presented only Knoll's agreement with Pearson; it did not present the testimony of the remaining three grievants. The arbitrator, relying on section 20 of the collective-bargaining agreement, determined that because the Union had failed to establish agreements covering Donehue, Smith, and Kemmerling those claims were without merit. As to Knoll, the arbitrator determined that the agreement that she and Pearson signed was in substantial compliance with section 20; he granted the grievance as it pertained to Knoll and ordered that she be made whole.

On December 18 Respondent provided the Union copies of the personnel files for the four employees.<sup>4</sup> Respondent has not

<sup>3</sup> The agreement with Kemmerling is not in the record. However, Respondent concedes in its brief that Kemmerling and Donehue signed such an agreement.

provided any of the additional information requested by the Union, in particular the payroll records showing the history of payments made to the four employees for the 3-year period. However, the record establishes that Respondent did not have in its possession copies of the September 1 agreements described above.

#### Analysis

It is well settled that an employer may not make changes in working conditions without first giving notice to, and upon request, bargaining with a union. *NLRB v. Katz*, 369 U.S. 736 (1962). In *Dearborn Country Club*, 298 NLRB 915 (1990), the Board held that the employer<sup>5</sup> violated Section 8(a)(5) by unilaterally discontinuing its established past practice of allowing steady employees the opportunity to work overtime before assigning other employees that overtime. The Board rejected various claims that the contract permitted the employer to engage in that unilateral action.

Concerning the overtime issue, the facts clearly show that the practice was to assign steady employees the Monday overtime work on the basis of seniority. Respondent points to section 5, set forth above. But nothing in that section detracts from the existence of the past practice or permits Respondent to unilaterally discontinue it.

Under these circumstances I conclude that Respondent violated Section 8(a)(5) and (1) when it changed the manner in which overtime work was assigned without first giving the Union an opportunity to bargain.<sup>6</sup> *Dearborn Country Club*, Id.

Turning now to the payments made in the amount of the cost of health care benefits issue, the evidence clearly shows that this practice has existed since at least 1990 and that it was terminated unilaterally by Respondent effective January 1, 1998. Respondent first argues that the Union is attempting to enforce an illegal act. It contends that the payments to the four employees violated the Employee Retirement Income Security Act (ERISA). It argues that ERISA requires that the practice of payments in lieu of benefits be described in the benefit plan. Because that practice is not set forth in plan, Respondent argues that it was unlawful.

However, as the Union points out the record in this case shows that the four employees were excluded from coverage of the health plan by operation of section 58 of the contract. That

section provides that employees covered by a comparable plan fully paid for by another employer are excluded from Respondent's plan. Thus, Respondent was not offering to the employees an alternative to health care coverage. Instead, it was simply paying more money to certain employees who were not covered by its health plan. So far as this record shows, such an arrangement raises no ERISA concerns. Respondent cites *Veileux v. Atochem North America, Inc.*, 929 F.2d 74 (2d Cir. 1991). However, that case involved an employer's failure to distribute plan documents to certain groups of employees. There is no evidence of such an occurrence in this case.

Respondent next argues that the practice was not reduced to writing in the manner described in section 20 and thus it was not required to continue that practice. In effect, Respondent is arguing that under this section the Union waived its statutory right to bargain about the matter before it could be changed. The law concerning waiver of statutory rights is clear. Such waivers must be clear and unmistakable. *Metropolitan Edison Co. v. NLRB*, 460 U.S. 693 (1983); *Dearborn Country Club*, supra. I conclude that Respondent's reliance on section 20 is misplaced. That section explicitly states only that nonconforming practices are unenforceable "under this Agreement." Nothing in that section can be read to indicate the Union was also waiving any extra-contractual rights. Section 20 provides no justification for Respondent's unilateral action.

I conclude that Respondent violated Section 8(a)(5) and (1) by unilaterally terminating payments made to employees in lieu of health care coverage.

Finally, turning to the information issue, the facts show that the Union requested certain information and that information was patently relevant to a grievance that the Union was processing. Respondent delayed providing the personnel files for about 6 months and never did supply the requested payroll information. The Act requires that an employer supply a union with requested information that is relevant to the union's role as the employees' collective-bargaining representative. *NLRB v. Acme Industrial Co.*, 385 U.S. 432 (1967). The employer must supply that information in a timely fashion. *Mary Thompson Hospital*, 296 NLRB 1245, 1250 (1989).

I conclude that Respondent violated Section 8(a)(5) and (1) by delaying to provide the Union with the personnel files and by failing to provide the Union with the requested payroll information.

Although Respondent does not explicitly argue that the Board should defer to the arbitrator's award concerning the payments in lieu of benefits issue, such an issue presents itself nonetheless. The Board will defer to an arbitration award under certain circumstances. *Spielberg Mfg. Co.*, 112 NLRB 1080 (1955). However, before the Board will defer to such an award it must be established that the arbitrator considered the alleged unfair labor practice issue. In order for the arbitrator to have done so it must be shown that the contractual issues are factually parallel to the unfair labor practice issue and that the arbitrator was presented generally with the relevant facts regarding the unfair labor practice issue. *Olin Corp.*, 268 NLRB 573, 574 (1984). Here, it has not been shown that the contractual and unfair labor practice issues are factually parallel. This is so because the arbitrator relied only on section 20 of the contract,

<sup>4</sup> Jennifer Gadwell, Respondent's human resources director, testified that she sent the same information to the Union 4 or 5 months earlier. I do not credit that testimony. Respondent provided no documentation such as a cover letter to support her testimony. Moreover, as pointed out above, at the arbitration proceeding the parties agreed that Respondent had not yet provided the requested information.

<sup>5</sup> That employer was a member of an employer association. Respondent had been a member of that same association until it opted out prior to the start of the recent negotiations. Thus, the contract discussed in *Dearborn* was the predecessor contract to the current one.

<sup>6</sup> The Union requests in its brief that I receive in evidence an arbitration award issued in 1992 that it claims supports the notion that article 26 compels Respondent to assign this overtime work by seniority. I note, however, that the General Counsel did not allege a contract-based "consent" theory in the complaint. Thus, Respondent has not had a fair opportunity to defend against this allegation. I therefore deny the Union's request.

and that Section explicitly pertains only to contractually rights; it does not deal the Union's remaining rights under the Act. Moreover, Respondent's refusal to provide information prevented the Union from fully developing its case. This conclusion is not undermined by the fact that the Union was successful in challenging Respondent's conduct concerning Knoll based on the information it then had. The Board will not defer to arbitration awards where an employer has unlawfully withheld information relevant to the arbitration proceeding. *United Parcel Service*, 311 NLRB 974 (1993). Under these circumstances deferral to the award is inappropriate.

#### CONCLUSIONS OF LAW

1. By creating the impression that employees' union activities were under surveillance, by indicating to employees that it would be futile to seek the support of the Union, and by offering employees benefits to induce them to resign from the Union, Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and Section 2(6) and (7) of the Act.

2. By unilaterally terminating payments made to employees in lieu of health care coverage, by unilaterally changing the manner in which overtime work is assigned, and by delaying in providing and failing to provide relevant, requested information to the Union, Respondent violated Section 8(a)(5) and (1) of the Act.

#### REMEDY

Having found that Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. I have concluded that Respondent unlawfully terminated the practice of paying employees a sum of money equal to the costs it paid for health care insurance. I have also concluded that Respondent unilaterally changed the manner in which overtime work is assigned. I shall require that Respondent restore the prior practices and make employees whole for any resulting loss of earnings and other benefits, with interest. I have concluded that Respondent failed to provide the Union the information it requested concerning the amounts and dates of payments made in lieu of health coverage for Mark Kemmerling, Marqueta Smith, Brian Donehue, and Sandra Knoll in 1996, 1997, and 1998. I shall require that Respondent provide that information.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended<sup>7</sup>

#### ORDER

Respondent, Western Golf and Country Club, Redford, Michigan, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Creating the impression that employees' union activities are under surveillance.

(b) Creating the impression that employees' union activities are under surveillance.

(c) Indicating to employees that it would be futile to seek the support of the Union.

(d) Offering employees benefits to induce them to resign from the Union.

(e) Unilaterally terminating payments made to employees in lieu of health care coverage.

(f) Unilaterally changing the manner in which overtime work is assigned.

(g) Failing to provide or delaying to provide requested information that is relevant to the Union's performance of its duties as the exclusive collective-bargaining representative of the employees in the appropriate unit

(h) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

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

(a) Restore the practice of making payments to employees in lieu of health care coverage and make employees who suffered a loss of earnings or benefits as a result of the termination of this practice whole in the manner described in the remedy section of this decision.

(b) Restore the practice of assigning overtime work to steady employees in accordance with their seniority and make employees who suffered a loss of earnings or benefits as a result of the termination of this practice whole in the manner described in the remedy section of this decision.

(c) Provide the Union with the information it requested concerning the amounts and dates of payments made in lieu of health coverage for Mark Kemmerling, Marqueta Smith, Brian Donehue, and Sandra Knoll in 1996, 1997, and 1998.

(d) Preserve and, within 14 days of a request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(e) Within 14 days after service by the Region, post at its facility in Redford, Michigan copies of the attached notice marked "Appendix."<sup>8</sup> Copies of the notice, on forms provided by the Regional Director for Region 7, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility in-

<sup>7</sup> If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

<sup>8</sup> If this 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."

volved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since January 1, 1998.

(f) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

IT IS FURTHER ORDERED that the complaint is dismissed insofar as it alleges violations of the Act not specifically found.

#### APPENDIX

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

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL NOT create the impression that employees' union activities are under surveillance.

WE WILL NOT tell employees that it would be futile to seek the support of the Hotel Employees and Restaurant Employees International Union, Local 24, AFL-CIO

WE WILL NOT offer employees benefits to induce them to resign from the Union.

WE WILL NOT unilaterally terminate the practice of making payments to employees in lieu of health care benefits and WE WILL restore the prior practice and make employees whole any resulting loss of earnings and benefits, with interest.

WE WILL NOT unilaterally change the manner in which overtime is assigned and WE WILL restore the prior practice and make employees whole for any resulting loss of earnings and benefits, with interest.

WE WILL NOT fail to provide or delay in providing requested information that is relevant to the Union's performance of its duties as the exclusive collective bargaining representative of the employees in the appropriate unit.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL provide the Union with the information it requested concerning the amounts and dates of payments made in lieu of health coverage, or health coverage, for Mark Kemmerling, Marqueta Smith, Brian Donehue, and Sandra Knoll in 1996, 1997, and 1998.

WESTERN GOLF AND COUNTRY CLUB