JD(SF)–28–14
Watsonville, California

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES, SAN FRANCISCO BRANCH OFFICE

AEROSTAR DEVELOPMENT, INC., d/b/a PAJARO VALLEY GOLF CLUB

and **Case 32–CA–111385**

UNITE HERE LOCAL 483

Noah J. Garber, Atty., for the General Counsel.
Robert Bowker, General Manager, for Respondent.
Leonard O'Neill, UNITE HERE Local 483 Secretary-Treasurer, for the Charging Party.

DECISION

STATEMENT OF THE CASE

WILLIAM L. SCHMIDT, ADMINISTRATIVE LAW JUDGE. On February 14, 2014, the parties in this proceeding jointly moved to have this matter decided on the basis of a stipulated record that included a stipulation of facts with several exhibits.[1] On February 18, I granted that motion, approved the parties' stipulated record, and fixed a date for the filing of briefs. At the parties' joint request, the original due date for the filing of briefs was extended to May 30, 2014.

The General Counsel's complaint alleges that Aerostar Development, Inc., d/b/a Pajaro Valley Golf Club (Respondent or the Club) violated Section 8(a)(1) and (5) of the National Labor Relations Act by its midterm repudiation of provisions in its collective bargaining agreement with UNITE HERE! Local 483 (Charging Party or Local 483) requiring it to fund and make certain reports to the trust funds that provide health insurance and pension benefits for its unit employees, and that it deduct and remit its employees' union dues to Local 483. Initially, the Club filed a timely answer denying complaint allegations.

After carefully considering the stipulated record and the brief filed by the General Counsel, I make the following[2]

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[1] The exhibits consist of the the charge and its affidavit of service, the complaint, the amendment to the complaint, Respondent's answer to the complaint, the charges in three other cases involving this Respondent, the parties' collective-bargaining agreement, the current welfare and pension trust agreements involved here, and the stipulation of facts.
[2] Neither Respondent nor the Charging Party filed a brief.

Findings of Fact

I. The Alleged Unfair Labor Practices

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A. Stipulated Facts and Other Relevant Findings

The parties' stipulation of facts states:

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The charge in Case 32-CA-111385 was filed by the Union on August 16, 2013, and a copy was served by regular mail on Respondent on August 19, 2013.

2.

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(a) At all material times, Respondent, a California corporation, has been engaged in the operation of a golf club located in Watsonville, California (the Club).

(b) In conducting its operations at the Club during the twelve-month period ending
20 November 30, 2013, Respondent derived gross revenues in excess of $500,000.

(c) In conducting its operations at the Club during the twelve-month period ending November 30, 2013, Respondent purchased and received goods valued in excess of $5,000 which originated outside the State of California.

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3.

At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

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4.

At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

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5.

(a) At all material times, Robert Bowker held the position of General Manager of the Club and has been a supervisor of Respondent within the meaning of Section 2(11) of the Act
40 and an agent of Respondent within the meaning of Section 2(13) of the Act.

(b) At all material times, Charles Leider held the position of President of the Club and has been a supervisor of Respondent within the meaning of Section 2(11) of the Act and an agent of Respondent within the meaning of Section 2(13) of the Act.

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6.

(a) The following employees of Respondent, herein the Unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

> All employees performing work described in and covered by "Section 1. Recognition" of the November 20, 2007 collective-bargaining agreement executed by Respondent on December 31, 2007 and by the Union on February 25, 2008, and incorporated by reference in three extension agreements dated from January 23, 2009 through June 30, 2009, February 8, 2010 through June 30, 2010, and July 1, 2011 through February 28, 2013, respectively (the Agreement); excluding all other employees, guards, and supervisors as defined in the Act.[3]

(b) Since at least January 1, 2007, and at all material times, Respondent has recognized the Union as the exclusive collective-bargaining representative of the Unit. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is the Agreement.

(c) At all times since at least January 1, 2007, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

7.

(a) The Agreement provides, *inter alia*, for a health insurance plan for Unit employees to be solely funded by Respondent, herein the Health Plan.

(b) The Health Plan requires Respondent to submit monthly reports regarding hours worked by Unit employees to the Hotel Employees and Restaurant Employees International Union Welfare Fund, herein the Welfare Fund, and to fund the Health Plan by making monthly contributions on behalf of Unit employees to the Welfare Fund.

(c) Pursuant to the Agreement, since January 1, 2013, Respondent has been required to contribute $6.45 per Unit employee hour worked to the Welfare Fund.

(d) Since March 15, 2013, Respondent has failed and/or refused to submit regular monthly reports regarding hours worked by Unit employees to the Welfare Fund and has failed and/or refused to make and/or to timely make monthly contributions on behalf of Unit employees to the Welfare Fund.

(e) As a consequence of Respondent's conduct described above in paragraph 7(d), Unit employees were no longer covered by the Health Plan effective July 1, 2013, and as a

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[3] This unit includes the Club's full-time and regular part-time bartenders, servers, cooks, dishwashers, grounds/laborer, greenskeepers I and II, mechanics, and foremen.

consequence had to pay out of pocket expenses for certain medical expenses that would have otherwise been covered by the Health Plan.

8.

(a) The Agreement provides, *inter alia*, for a pension plan for Unit employees to be solely funded by Respondent, herein the Pension Plan.

(b) The Pension Plan requires Respondent to submit monthly reports regarding hours worked by Unit employees to the Monterey Culinary Pension Fund, herein the Pension Fund, and to make monthly contributions on behalf of Unit employees to the Pension Fund.

(c) Pursuant to the Agreement, from August 1, 2012 to July 31, 2013, Respondent was required to contribute $0.62 per Unit employee hour worked to the Pension Fund. Effective August 1, 2013, Respondent's contribution increased to $0.67 per Unit employee hour worked.

(d) Since April 5, 2013, Respondent has failed and/or refused to submit and/or timely submit monthly reports regarding hours worked by Unit employees to the Pension Fund and has failed and/or refused to make and/or to timely make monthly contributions on behalf of Unit employees to the Pension Fund.

9.

(a) The Agreement provides, *inter alia*, a mechanism whereby Respondent deducts Union membership dues from Unit employees' paychecks and requires Respondent to remit said deducted monies to the Union, herein the Dues Check-off/Remittance Provisions.

(b) Since at least May 1, 2013, all Unit employees executed payroll authorization deduction forms that were in effect as of that date so that Respondent could effectuate the Dues Check-off/Remittance Provisions. No employees revoked their payroll authorization deduction form between May 1, 2013 and the present.

(c) Per the Dues Check-off/Remittance Provisions, Respondent is required to withhold $23.70 or $23.95, depending on each Unit employees' classification, from each Unit employees' twice-monthly paychecks and to remit said deducted monies to the Union.

(d) Since May 1, 2013, Respondent has deducted Union membership dues from Unit employees' paychecks pursuant to the Dues Check-off/Remittance Provisions, but has failed and/or refused to remit and/or to timely remit said deducted monies to the Union.

10.

Respondent's only defenses to the allegations described above in paragraphs 7(d), 8(d), and 9(d) are its claim that it has a lack of sufficient funds and/or that this conduct was due to bookkeeping errors.

11.

(a) The Union filed Charge 32-CA-067942 on October 31, 2011, alleging that Respondent engaged in conduct identical to that described above in paragraphs 7(d), 8(d), and 9(d).

(b) The Union's request to withdraw Charge 32-CA-067942 was approved on November 19, 2011, after Respondent agreed to pay and eventually did pay some of the monies owed as a result of its alleged unlawful conduct.

12.

(a) The Union filed Charge 32-CA-088172 on August 27, 2012, alleging that Respondent engaged in conduct identical to that described above in paragraphs 7(d), 8(d), and 9(d).

(b) The Union's request to withdraw Charge 32-CA-088172 was approved on September 17, 2012, after Respondent agreed to pay and eventually did pay some of the monies owed as a result of its alleged unlawful conduct.

13.[4]

(a) The Union filed Charge 32-CA-098823 on February 21, 2013, alleging that Respondent engaged in conduct identical to that described above in paragraphs 7(d), 8(d), and 9(d).

(b) The Union's request to withdraw Charge 32-CA-098823 was approved on April 8, 2013, after Respondent agreed to pay and eventually did pay some of the monies owed as a result of its alleged unlawful conduct.

Based on these stipulated facts and the accompanying exhibits, I find that Respondent meets the Board's discretionary jurisdictional standard for enterprises of its type and that Local 483 is a labor organization within the meaning of the Act. I also find that since January 1, 2007, Local 483 has been the exclusive Section 9(a) representative of an appropriate unit of the Club's employees and that the parties maintained in effect a collective-bargaining agreement applicable to that appropriate unit from December 31, 2007, through February 28, 2013.

In section 3 of the collective-bargaining agreement, the Club agreed to the terms of a dues check-off system. The essence of that provision required the Club to withhold the lawful dues and fees imposed by Local 483 on the unit employees if they provided the Club with a written authorization to make a deduction from their pay for this purpose. The dues check-off provision also required the Club to remit the amounts withheld from its employees' pay for dues and fees to Local 483 no later than the 10th of the month following the month that it withheld these sums from the employees' pay.

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[4] In the stipulation of facts this paragraph is numbered as 14. As the stipulation contains no paragraph 13, it is hereby corrected to reflect consecutive numbering.

As of May 1, 2013, all unit employees executed payroll authorization deduction forms effective as of that date. No employees revoked their payroll authorization deduction form between May 1, 2013, and the present. Since May 1, 2013, Respondent has deducted union dues from the unit employees' paychecks but has failed or refused to remit, or timely remit, that money to the Local 483 as required by section 3.

Section 9 of the parties' collective-bargaining agreement establishes the means for unit employees to obtain health care coverage through the Hotel Employees and Restaurant Employees International Union Welfare Fund (Welfare Fund), and to fund that coverage solely through the Club's monthly contributions to the Welfare Fund. Under the terms and conditions of the Welfare Fund trust agreement to which it agreed to be bound by the terms of section 9, the Club must make payments of a specified amount per-hour-worked by each covered unit employee to the Welfare Fund. The Welfare Fund's trust agreement also required the Club submit monthly reports to the trust showing the number of hours worked by each unit employee.

Since March 15, 2013, the Club has failed or refused to submit the regular monthly reports and payments to the trust, or has delayed submitting the required reports and payments. As a consequence of this conduct, the unit employees lost the health care coverage provided to them through the Welfare Fund effective July 1, 2013. Since that time unit employees have had to pay out of pocket for their own health care expenses.

I further find on the basis of the stipulated facts and exhibits that section 10 of the parties' collective-bargaining agreement establishes the means for unit employees to accrue pension benefits in the Monterey Peninsula Restaurant and Hotel Pension Fund (Pension Fund). As with the Welfare Fund, the trust agreement established by the Pension Fund to which the Club is bound required it to submit monthly reports of the hours worked by each unit employee along with a payment of a specified amount per hour worked by each unit employee.

Since April 5, 2013, Respondent has failed and/or refused to submit and/or timely submit required monthly reports and make monthly contributions on behalf of the unit employees to the Pension Fund.

There is no evidence that the parties have reached a lawful impasse in negotiations for a new collective-bargaining agreement nor is there any evidence that Local 483 has consented to any of the changes in the terms and conditions of employment applicable to the unit employees as contained in the expired collective-bargaining agreement. Instead, Respondent asserts in defense to the foregoing conduct that it resulted from the lack of sufficient funds to make the required payments and from bookkeeping errors. No evidence supports these assertions.

B. Analysis and Conclusions

Section 8(a)(5) of the Act makes it an unfair labor practice for an employer "to refuse to bargain collectively with the representatives of his employees." Section 8(d) defines the term "bargain collectively" as the mutual obligation of the employer and the employee representative to ''meet . . . and confer in good faith with respect to wages, hours and other terms and conditions of employment.'' Those matters falling within the scope of Section 8(d) amount to

mandatory subjects of bargaining. *NLRB v. Borg-Warner Corp*., 356 U.S. 342, 349 (1958). An employer violates Section 8(a)(5) of the Act by making a "unilateral change in conditions of employment under negotiation . . . for it is a circumvention of the duty to negotiate which frustrates the objectives of § 8(a)(5) much as does a flat refusal." *NLRB v. Katz*, 369 U.S. 736, 742 (1962). Where, as here, the parties' collective-bargaining agreement has expired, Section 8(a)(5) obligates an employer, absent a clear and unmistakable waiver on the part of the employees' bargaining agent, to continue in effect the terms and conditions of employment contained in that agreement that are mandatory subjects of bargaining until the parties either negotiate a new agreement or bargain to a lawful impasse. *Litton Financial Printing Division v. NLRB*, 501 U.S. 190, 198-199 (1991); Finley Hospital, 359 NLRB No. 9 (2012).

The Board has held that an existing dues-check off arrangement, the employees' health care insurance benefits, and the employees' pension benefits are all mandatory subjects of bargaining that ordinarily cannot be altered without providing the employees' bargaining agent prior notice and an opportunity to bargain. *WKYC-TV*, 359 NLRB No. 30 (2012) (employer violated Section 8(a)(5) and (1) by unilaterally discontinuing the existing dues checkoff system following the expiration of the parties' collective bargaining agreement); *Larry Geweke Ford*, 344 NLRB 628 (2005) (employer violated Section 8(a)(5) and (1) by unilaterally changing the unit employees existing health care benefits); *Paul Mueller Co.*, 335 NLRB 808 (2001) (employer violated Section 8(a)(5) and (1) by unilaterally altering the employees' pension benefits which fall within the meaning of "terms and conditions of employment" under Section 8(d) because they constitute future wages).

In *Fresno Bee,* 339 NLRB 1214 (2003), the Board restated the long-established principle that an employer seriously risks violating its obligations under Section 8(a)(5) when acting unilaterally with respect to the terms and conditions of employment of employees who have employed a section 9(a) bargaining agent. Absent an impasse in bargaining, the Board noted, an employer cannot lawfully make a material and substantial change in their wages, hours, or any other term of employment. Arguably, this obligation constitutes far and away the greatest benefit employees derive by representation recognized under the National Labor Relations Act. The Board then went on in the *Fresno Bee* case to apportion the parties' burdens where, as here, disputes arise over an employer's unilateral actions:

> The General Counsel establishes a prima facie violation of Section 8(a)(5) when he shows that the employer made a material and substantial change in a term of employment without negotiating with the union. E.g., *Taino Paper Co.*, 290 NLRB 975, 977 (1988). The burden is then on the employer to show that the unilateral change was in some way privileged. E.g., *Cypress Lawn Cemetery Assn.*, 300 NLRB 609, 628 (1990); *Van Dorn Plastic Machinery Co.*, 265 NLRB 864, 865 (1982), enf. denied on other grounds 736 F.2d 343 (6th Cir. 1984).

The facts here show that Respondent's failure to adhere to its obligations under the expired collective-bargaining agreement constituted a material and substantial change. They also establish no basis for concluding that Local 483 has waived any aspect of sections 3, 9, and 10 of the expired collective-bargaining agreement or that the parties have arrived at an impasse while attempting to negotiate a new agreement. Because of its failure or refusal to pay its bills, the Club's represented employees no longer have health insurance coverage, no longer receive

service credit toward their pensions, and face financial liability exposure to their bargaining agent for the dues and fees they have agreed to pay because the Club has deducted those amounts from their wages but failed to pay to Local 483. For this group of employees, all of whom earn under $15 per hour, the impact of Respondent's conduct here is well beyond material and substantial; it is potentially catastrophic.

In defense, Respondent has asserted that this whole matter arose because of "bookkeeping errors" because it lacks sufficient funds. Apart from the fact that neither assertion is supported by any objective evidence, it is the Board's well settled position that an employer's claim that it lacked sufficient funds to cover its operating expenses is not an adequate defense to an allegation that it has unlawfully failed to abide by its existing terms and conditions of employment that arose from a collective-bargaining agreement. See *New Mexico Symphony Orchestra*, 335 NLRB 896, 897–898 (2001), and the cases cited there. Accordingly, I find that the Respondent has failed to establish that the unilateral changes at issue here were privileged. For that reason, I find Respondent violated Section 8(a)(5) and (1) as alleged.

CONCLUSIONS OF LAW

1. Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. Local 483 is a labor organization within the meaning of Section 2(5) of the Act that serves as the exclusive bargaining representative under Section 9(a) of the following appropriate unit of employees:

> All employees performing work described in and covered by "Section 1. Recognition" of the July 1, 2011, through February 28, 2013, collective-bargaining agreement between Respondent and Local 483; excluding all other employees, guards, and supervisors as defined in the Act.

3. By failing or refusing to adhere to the requirements of sections 3, 9, and 10 of the collective-bargaining agreement described in paragraph 2, above, Respondent has engaged in, and is continuing to engage in, unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and (1), and Section 2(6) and (7) of the Act.

4. By the conduct described in paragraph 3, above, the Respondent violated Section 8(a)(5) and (1).

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, my recommened Order (Order) requires that it cease and desist from those activities and take certain affirmative action designed to effectuate the policies of the Act.

Affirmatively, my Order requires that Respondent fully adhere to the terms and conditions of employment set forth in sections 3, 9, and 10 of its collective-bargaining agreement (agreement) with Local 483, effective by its terms from July 1, 2011, through February 28, 2013

until they have been replaced by the terms of a new collective bargaining agreement, or terms and conditions of employment established following a lawful impasse in negotiations for a new collective-bargaining agreement.

5 More specifically, my Order requires Respondent to forthwith remit to Local 483 all sums already withheld from its employees wages for the payment of their dues and fees to Local 483, and to continue withholding and remitting the unit employees' dues and fees to Local 483 in accord with their written authorizations.[5] In addition, the Respondent also will be required to make all contractually required contributions to the healthcare and pension benefit funds that it 10 failed to make, including any additional amounts due the funds on behalf of the unit employees in accordance with *Merryweather Optical Co.*, 240 NLRB 1213, 1216 fn. 7 (1979), and to make the employees whole for any expenses they may have incurred as a result of the Respondent's failure to make such payments, as set forth in *Kraft Plumbing & Heating*, 252 NLRB 891 fn. 2 (1980), enfd. mem. 661 F.2d 940 (9th Cir. 1981), such amounts to be computed in the manner set 15 forth in *Ogle Protection Service*, 183 NLRB 682 (1970), enfd. 444 F.2d 502 (6th Cir. 1971), with interest at the rate prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB No. 8 (2010).[6]

Finally, the Order requires the Respondent to post the attached notice to employees in 20 order to advise them of the outcome of this proceeding.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[7]

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ORDER

The Respondent, Aerostar Development, Inc., d/b/a Pajaro Valley Golf Club, Watsonville, California, its officers, agents, successors, and assigns, shall

30 1. Cease and desist from

a. Unilaterally altering any term and condition of employment of the employees in the unit described below (unit employees) that are contained in its collective-bargaining agreement

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[5] The Board decided to apply its holding in *WKYC-TV*, supra, prospectively because it had overruled longstanding, substantive precedent. *WKYC-TV* issued on December 12, 2012. As this case was not yet pending on that date, *WKYC-TV* applies here.

40 [6] The General Counsel appended a proposed notice to his brief. Although I found the proposed notice generally useful, some of its terms implied that the calculations concerning the unpaid contribution due is made by the respective benefit funds. That would be contrary to the Board's longstanding practice. Board personnel involved with the compliance phase of the proceeding perform those calculations.

45 [7] 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.

with UNITE HERE Local 483 (Local 483) for the term from July 1, 2011, through February 28, 2013 (union agreement):

> All employees performing work described in and covered by "Section 1. Recognition" of the July 1, 2011, through February 28, 2013, collective-bargaining agreement between Respondent and Local 483; excluding all other employees, guards, and supervisors as defined in the Act.

b. Failing or refusing to timely remit to Local 483 the dues or fees withheld from the wages of any unit employee as required by section 3 of the union agreement.

c. Failing or refusing to submit all documentation and contributions on behalf of the unit employees to the Hotel Employees and Restaurant Employees International Union Welfare Fund as required by section 9 of the union agreement.

d. Failing or refusing to submit all documentation and contributions on behalf of the unit employees to the Monterey Culinary Pension Fund as required by section 10 of the union agreement.

e. In any like or related manner interfering with the rights of the unit employees under Section 7 of the Act.

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

a. Forthwith remit to Local 483 all of the dues and fees already withheld from the pay of its unit employees, and continue to withhold and timely remit the dues and fees as authorized by the unit employees pursuant to section 3 of the union agreement.

b. Reimburse the Hotel Employees and Restaurant Employees International Union Welfare Fund and the Monterey Culinary Pension Fund for all contributions that it failed to make on behalf of the unit employees since February 28, 2013 in the manner set forth in the remedy section of this decision.

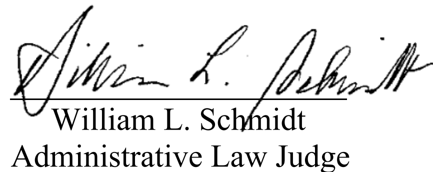
c. Make the unit employees whole for any expenses they may have incurred as a result of its failure to make contributions to the Hotel Employees and Restaurant Employees International Union Welfare Fund and the Monterey Culinary Pension Fund since February 28, 2013 in the manner set forth in the remedy section of this decision.

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 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 the reimbursements, if any, due to the unit employees, to the Hotel Employees and Restaurant Employees International Union Welfare Fund, and to the Monterey Culinary Pension Fund.

e. Within 14 days after service by the Region, post at its facility in Watsonville, California, copies of the attached notice marked "Appendix"[8] in both English and Spanish. Copies of the notice, on forms provided by the Regional Director for Region 32, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. 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 involved 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 March 15, 2013.

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.

Dated, Washington, D.C. June 12, 2014



William L. Schmidt
Administrative Law Judge

[8] 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."

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 Federal labor law and has ordered us to post and obey this Notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities

WE WILL NOT do anything to prevent you from exercising your rights.

WE WILL NOT unilaterally alter any of the terms and conditions of employment for the employees in the unit described below (unit employees) that are contained in our collective-bargaining agreement with UNITE HERE Local 483 (Local 483) for the term from July 1, 2011, through February 28, 2013 (union agreement) until a new union agreement is reached or an impasse has been reached in the negotiations for a new union agreement:

> All employees performing work described in and covered by "Section 1. Recognition" of the July 1, 2011, through February 28, 2013, collective-bargaining agreement between Respondent and Local 483; excluding all other employees, guards, and supervisors as defined in the Act.

WE WILL NOT fail or refuse to timely remit to Local 483 your union dues or fees that we have withheld from your paycheck in the past, or will withhold in the future.

WE WILL NOT unilaterally discontinue submitting the documentation and contributions necessary for you to have the healthcare coverage you have received in the past from the Hotel Employees and Restaurant Employees International Union Welfare Fund.

WE WILL NOT unilaterally discontinue submitting the documentation and contributions necessary for your participation in the Monterey Culinary Pension Fund.

WE WILL NOT in any like or related manner interfere with your rights under Section 7.

WE WILL forthwith remit to Local 483 all of the union dues and fees we have already withheld from your pay, and **WE WILL** continue to withhold and timely remit the union dues and fees you authorize us to withhold from your pay in the future.

WE WILL make the Hotel Employees and Restaurant Employees International Union Welfare Fund and the Monterey Culinary Pension Fund whole for our failure to make the required contributions to those funds on your behalf as required by the union agreement, together with interest as required by law.

WE WILL make you whole for any out-of-pocket expenses you incurred as a result of our failure to make the required contributions under the union agreement to the Hotel Employees and Restaurant Employees International Union Welfare Fund and the Monterey Culinary Pension Fund, together with interest as required by law.

Aerostar Development, Inc.,
d/b/a Pajaro Valley Golf Club
(Employer)

Dated ____________________ By ____

(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

1301 Clay Street, Federal Building, Room 300N
Oakland, California 94612-5211
Hours: 8:30 a.m. to 5 p.m.
510-637-3300.

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/32-CA-111385 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1099 14th Street, N.W., Washington, D.C. 20570, or by calling (202) 273-1940.

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 ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, 510-637-3270.