Sema Corporation, d/b/a Shenandoah Golf and Country Club, Inc. *and* Local Joint Executive Board, Hotel, Motel & Restaurant Employees and Bartenders International Union, AFL–CIO and its member locals: Hotel, Motel & Restaurant Employees Local 705; Bartenders Union Local 562; Cooks Union Local 234, and Front Office and Checkroom Employees Union Local 880 *and* Marian Patnode and Thomas Gallo. Cases 7–CA–7562 and 7–CB–2042

August 27, 1970

DECISION AND ORDER

BY CHAIRMAN MILLER AND MEMBERS MCCULLOCH AND BROWN

On May 26, 1970, Trial Examiner Herbert Silberman issued his Decision in the above-entitled proceeding, finding that the Respondents had engaged in and were engaging in certain unfair labor practices and recommending that they cease and desist therefrom and take certain affirmative action, as set forth in the attached Trial Examiner's Decision. Thereafter, the Respondent Unions filed exceptions to the Trial Examiner's Decision, together with a supporting brief.

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

The Board has reviewed the rulings of the Trial Examiner made at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Trial Examiner's Decision, the exceptions and brief, and the entire record in these cases, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.[1]

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the Recommended Order of the Trial Examiner, and hereby orders that the Respondent Employer, Sema Corporation, d/b/a Shenandoah Golf and Country Club, Inc., Walled Lake, Michigan, its officers, agents, successors, and assigns, and the Respondent Unions, Local Joint Executive Board, Hotel, Motel & Restaurant Employees and Bartenders International Union, AFL–CIO, and its member locals: Hotel Motel & Restaurant Employees Local 705; Bartenders Union Local 562; Cooks Union Local 234, and Front Office and Checkroom Employees Union Local 880, their officers, agents, and representatives, shall take the action set forth in the Trial Examiner's Recommended Order.

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

HERBERT SILBERMAN, Trial Examiner: A charge and an amended charge having been filed in Case 7–CA–7562 on October 6, 1969, and January 22, 1970, respectively, against Sema Corporation, d/b/a Shenandoah Golf and Country Club, Inc., herein sometimes called Shenandoah or the Company, and a charge and an amended charge having been filed on the same respective dates in Case 7–CB–2042 against Local Joint Executive Board, Hotel, Motel & Restaurant Employees and Bartenders International Union, AFL–CIO, and its member locals: Hotel, Motel & Restaurant Employees Local 705, Bartenders Union Local 562; Cooks Union Local 234, and Front Office and Checkroom Employees Union Local 880, herein called the Unions, on January 29, 1970, an order consolidating the separate cases and a consolidated complaint therein were issued. The complaint alleges that the Company has engaged in and is engaging in unfair labor practices affecting commerce within the meaning of Section 8(a)(1),(2), and (3) of the National Labor Relations Act, as amended, and that the Unions have engaged in and are engaging in unfair labor practices affecting commerce within the meaning of Section 8(b)(1)(A) and (2) of the Act.

In substance, the consolidated complaint as amended at the hearing alleges that (a) on August 29, the Company and the Unions entered into a collective-bargaining agreement although a majority of the Company's employees in the collective-bargaining unit covered by the agreement had not designated the Respondent Unions as their collective-bargaining representative, (b) the agreement, among other things, contains a union-security clause requiring employees who are members in good standing of the Unions to maintain their membership in good standing and all other employees to become members of the Unions on or before the thirty-first day following the effective date of the agreement or the date of their hire, a job referral procedure, and a provision for check-off of union dues; (c) upon instructions from the Unions, the Company refused to employ four applicants for positions as waitresses because said applicants were not members of the Unions, and (d) by other conduct set forth in the complaint the Company and the Unions further infringed upon employee rights protected by Section 7 of the Act. The Unions duly filed an answer generally denying that they had engaged in the alleged unfair labor practices The Company did not file an answer and therefore is deemed to have admitted

[1] We correct an inadvertence in the Trial Examiner's Decision wherein he finds that the Respondent Unions violated Sec 8(a)(2) of the Act when it is clear that Sec 8(b)(2) was intended

the relevant allegations of the complaint and I find accordingly.

A hearing in these proceedings was held on March 24, and 25, 1970, in Detroit, Michigan. Thereafter briefs were filed by General Counsel and by the Unions At the hearing the Trial Examiner reserved decision on the Unions' motion made at the close of the General Counsel's case to dismiss the complaint in its entirety. The motion is disposed of in accordance with the findings, conclusions, and recommendations made below.

Upon the entire record in the case, I make the following:

FINDINGS OF FACT

I THE BUSINESS OF THE COMPANY

The Company, a Michigan corporation, is engaged in the operation of a restaurant and golf course at Walled Lake, Michigan, known as the Shenandoah Golf and Country Club, Inc. During the calendar year 1969, which period is representative of its operations, the Company, in the course and conduct of its business, derived gross revenues in excess of $500,000 from the retail sale of food and beverages and from golf course fees and rentals from persons not members of the club During the calendar year 1968, which period also is representative of its operations, the Company, in the course and conduct of its business, purchased goods and materials valued in excess of $500,000 which were transported and delivered to its premises directly from points located outside the State of Michigan and purchased alcoholic beverages valued in excess of $25,000 from the Michigan Liquor Control Commission, which alcoholic beverages originated in places outside the State of Michigan. The Unions admit, and I find, that the Company is an employer within the meaning of Section 2(2) of the Act engaged in commerce within the meaning of Section 2(6) and (7) of the Act

II THE LABOR ORGANIZATIONS INVOLVED

The Unions are labor organizations within the meaning of Section 2(5) of the Act

III. THE ALLEGED UNFAIR LABOR PRACTICES

Shenandoah began operations in 1968 Its first restaurant manager was Max Richardson who held the position from May 15, 1968, until July 1, 1969 Prior thereto Richardson had been manager of the Pine Lake Country Club for 7 years. During Richardson's tenure at Pine Lake that club was party to successive collective-bargaining agreements with the Unions and it was Richardson's practice to hire only members of the Unions.

Before Richardson left Pine Lake, Herbert Triplett, a business agent for Cooks Union Local 234, asked Richardson whether he was going to recognize and sign an agreement with the Unions after he moved to Shenandoah. Richardson replied that he was not in a position to answer the question

When Richardson reported to Shenandoah there were already three unit employees at work,[1] a waitress, a bartender, and a housekeeper. The waitress, Peggy Land, informed Richardson that she was a member of Local 705

The official opening of Shenandoah was on June 15, 1968, by which time the Company employed about twenty persons Six of this number had worked for Richardson at Pine Lake. A seventh employee, Gilda Fox, who had applied to Richardson for a position as a waitress while he was still at Pine Lake had then told him that she was a member of the Unions

At Shenandoah Richardson did not follow the practice he had observed at Pine Lake of rejecting applicants for employment who were not members of the Unions. Richardson testified that extra employees for parties or banquets were obtained through the Unions' referral system He also testified that as a rule he called upon the Unions to refer permanent employees to him "unless [he] could steal one from somewhere " However, he also hired persons who lived in the area, who were referred to him by other employees, or whom he otherwise learned might be available.

In June or July, 1968, shortly after the official opening of Shenandoah, Triplett and Mortimer Furay, president of Local 705, asked Richardson whether he was willing to sign a collective-bargaining agreement similar to the one in effect at Pine Lake. Richardson informed them that he could not afford to do that. He testified, "I asked them don't tax me anymore than you absolutely have to until I can get started, give me time to get open." Richardson indicated to them that he could not afford to pay the fringe benefits called for by the Unions' contract. However, according to Richardson, "[i]t was understood that I would pay the going wages for the contract. I abided by the contract except for the fringe benefits " Richardson further testified that with respect to recruiting new employees, "I could utilize local help instead of going to the Union for it, because I didn't have a contract " However, he was told by the Unions' representatives that when he signed a contract with them the nonunion employees would have to join the Union.[2]

In May or June, 1969, the Unions' representatives presented a contract to Richardson for signature which was the

[1] The parties stipulated that the appropriate unit is composed of "All house, bar, dining room and kitchen employees employed by Sema Corporation, d/b/a Shenandoah Golf and Country Club at its Walled Lake, Michigan, place of business, excluding office clerical employees, casual employees, guards and supervisors as defined in the Act, and all other employees " All references in this Decision to rank-and-file employees of the Company refer only to persons within the described unit classifications

[2] Contrary to the Unions, I find that Richardson's testimony does not establish that he had an oral contract with the Unions Absent from the record is evidence of an explicit, or even an implicit, mutual expression of a present intention on the part of Richardson and the Unions to bind themselves to the terms of any collective-bargaining agreement Although Richardson testified that he "abided by the contract except for the fringe benefits," in the context of his entire testimony I find that he only meant that he abided by the wage provisions of the contract except for the fringe benefits, and not that he abided by any other terms of the contract It is clear from Richardson's testimony that he did not observe the union security provisions of the contract nor did he closely observe its hiring provisions Also, there is no indication that he followed the grievance procedures of the contract

same agreement that recently had been negotiated by the Unions with a group of "clubs" in the area. Richardson submitted the contract to the Company's board of directors. He was instructed to "stall" the Unions. Between the time Richardson was given the contract and July 1, 1969, when he left the Company's employ, he was requested on numerous occasions by the Unions' representatives to obtain execution of the contract.

Richardson, who was a witness for the Respondents, testified that when the Company commenced operations he "would say" that a majority of the employees were members of the Unions He also testified that when he left the Company's employ "to the best of his knowledge" a majority of the employees were members of the Unions. However, on cross-examination by General Counsel, Richardson explained this testimony as follows

> Q (By Mr. Niforos) In answer to Mr. Gregory's question you said to your knowledge most of these people were members of the union?
>
> A Right
>
> Q. How do you know this?
>
> A. Just the fact that the ones that worked for me previously belonged to the union. They had to pay dues and they were keeping their dues up because they paid their own dues to keep their hospitalization in effect.
>
> Q Do you know how many of them paid their own dues?
>
> A No
>
> Q. You knew that some of them had been previous members?
>
> A. Yes, all of them that had worked at Pine Lake had been.
>
> Q You don't know if all of them kept paying their dues?
>
> A. I don't know that they did, no.

Kenneth E. Tubman succeeded Richardson as manager of Shenandoah Tubman testified that between July 1, 1969, when he assumed the duties of the position, and August 29, 1969, when the Company executed the collective-bargaining agreement here in issue, he did not nor did he instruct anyone to obtain employees through the Unions' referral system. However, he further testified that he was uncertain as to how extra waitresses were hired and he believed that most of the extra waitresses whom he employed had worked at Shenandoah previously. Tubman also testified that when he became manager of Shenandoah he hired between three and six persons who previously had worked for him at other establishments where they had been members of the Unions

In July or August, 1969, shortly after his arrival at Shenandoah, Tubman was visited by Furay, Triplett, and another union representative and was given copies of the Unions' contract for execution. Tubman told them that he would deliver the contract to the owners of the Company and it would be up to the owners to sign the contract. About 1 or 2 weeks later Furay telephoned Tubman and inquired whether the contract had been signed. Tubman replied in the negative and told Furay that the owners felt that the employees should have a vote to determine whether they wanted to be represented by the Unions. Furay respondent that Mrs. Wolfgang, the principal executive officer of Local 705, would not be happy with that decision.

The next event of significance took place on August 29, 1969 When Tubman arrived at Shenandoah that morning there were 50 to 75 pickets patrolling the premises. Tubman testified that he recognized only two of the Company's employees, Pete Markus and Sylvia Hampshire, in the group. The Michigan Golf Classic was scheduled to open at Shenandoah within a few days and was expected to draw a crowd of between 15,000 and 20,000 people Tubman learned from his purveyors that their drivers would not cross the picket line to deliver the food and beverages which had been ordered for the event. Tubman informed the owners of the situation In order to remove the picket line, the owners signed the contract (hereinafter referred to as the Contract) here in issue the very same day

On August 29, 1969, when the Company and the Unions executed their collective-bargaining agreement, there were 43 employees in the unit covered by the Contract At the hearing the Unions stipulated that between May 1, 1969, and August 29, 1969, they did not have in their possession authorization cards signed by a majority of the employees in the unit during times when such employees were employed by the Company However, the Unions have authorization cards dated on or earlier than August 29, 1969, signed by 10 employees in the unit.[3] Four of these 10 employees while employed by the Company and prior to August 29, 1969, paid membership dues to the Unions In addition, an eleventh employee (Helen Lisiak) similarly paid dues to the Unions although they have no authorization card from her.

Purporting to evidence union interest on the part of the employees listed below (who are not included among the 11 referred to above), the Unions showed the following:

> Madeline Bratek—an undated insurance card issued by Local 794 (a sister union) and an undated authorization card:
>
> Robert Carriere—an insurance card dated December 5, 1967, and a record showing a single payment of dues to the Unions for the period ending November 1967;
>
> L. Lauriette Crespi—an authorization card dated November 1969,
>
> Richard Edwards—an undated insurance card and dues payment record showing last dues paid in March 1963; also he was a member of Local 794,
>
> Barbara Hanley—was a member of Local 794;
>
> Celina Herren—an authorization card dated October 31, 1969; also she was a member of Local 794,
>
> Milaim Jusufi—dues payment record showing last payment made in December 1967;
>
> Nathan Lane—undated authorization card,
>
> Joyce Mix—insurance card dated July 8, 1966, and record showing dues last paid on June 24, 1968;
>
> Olga Smith—insurance card dated June 18, 1963, and belief that she transferred from Local 705 to Local 794;

[3] At the hearing General Counsel reserved his right to prove that some of the 10 authorization cards are incorrectly dated and in fact were signed after August 29, 1969

Joan Somerville and Marjorie Thornton—authorization cards dated October 31, 1969;
Marian Patnode (one of the Charging Parties), R. Jewell Brown, Robert Liebau, and Betty Jean Turner—had been members of Local 794.[4]

The Unions argue in effect that the absence of written authorizations does not prove that the employees had not selected the Unions as their representative because the employees might have made designations orally or in some other form. I do not disagree with this proposition. "The . . . Act requires no specific form of authority to bargain collectively Authority may be given by action as well as in words . Not form, but intent, is the essential thing. The intent required is merely that the union or other organization or person act as the employees' representative in collective bargaining . It is only necessary that it be manifested in some manner capable of proof, whether by behavior or language Oral authority is not invalid. It is merely, as always, more difficult to prove" *Lebanon Steel Foundry* v. *N.L.R B.*, 130 F 2d 404, 407 (C A.D.C), cert. denied 317 U.S 659[5] In the instant case no proof was offered by the Unions that any oral designations had been made. If there had been any, the evidence thereof was particularly within the knowledge of the Unions However, the only witness the Unions chose to call in support of their case was Max Richardson, the first manager of Shenandoah Although Richardson testified that he "would say" or that "to the best of his knowledge" a majority of the Company's employees were members of the Unions, on cross-examination it became clear that his belief was nothing more than a guess based upon surmise but not upon fact. Thus, he testified that he believed a majority of the employees were members of the Unions from the fact that some had worked for him previously and had been members of the Unions at their previous places of employment. However, the total number of persons that might fall into this category from Richardson's own testimony amounts to only eight He further testified that he believed that these same employees continued their membership in the Unions because he believed they were keeping up their dues payments in order to maintain their hospitalization insurance However, he had no personal knowledge that such was the fact.

Also, largely based on Richardson's testimony, the Unions argue that most of the employees were hired through the Unions' referral system and as a consequence would have wished the Unions to be their representative There are several faults with this argument. First, the referral system presumably was operated on a nondiscriminatory basis. Therefore, it does not necessarily follow that the employees referred to the Company were members of the Unions or had otherwise signified a desire to be represented by the Unions Second, whatever a person's attitude regarding union representation may have been prior to his hire by the Company, it does not necessarily follow that it remained the same thereafter. Even had it happened that a majority of the employees hired by the Company had at some earlier times been members of the Unions, in the absence of any evidence that their desires for representation continued unchanged, an inference to such effect cannot validly be drawn Finally, Richardson testified that he was not required to hire through the Unions and that he hired employees wherever he could find them. Apart from vague and general testimony by Richardson there is not evidence that any substantial number of employees was hired through the Unions' referral system

At the time the Contract was signed the Unions had in their possession evidence that at most 11 of the 43 employees in the unit had in some manner manifested a desire to designate or select the Unions as their representative As of August 29, 1969, a majority required a minimum of 11 additional employees The evidence adduced by the Unions in their behalf does not establish the existence of additional valid designations. Membership in a sister union is not evidence that an employee had designated or selected the Respondent Unions as his representative Evidence that an employee had paid dues to the Unions, or had been issued an insurance card by the Unions more than a year before the Contract was executed is stale and too remote in time to be accepted as evidence of a current desire to be represented by the Unions[6]

I find that the Company and the Unions entered into a Contract on August 29, 1969, which recognized the Unions as the exclusive bargaining agent for the employees covered by its terms and which required the employees to become members of the Unions within a defined period of grace, notwithstanding the fact that the Unions were not then the representatives of the employees within the meaning of Section 9(a) of the Act This was an unlawful trespass against the employees' right to select a collective-bargaining representative of their own choosing. The Company thereby violated Section 8(a)(1) of the Act, and the Unions by accepting the benefits of such unlawful recognition violated Section 8(b)(1)(A) thereof. By entering into such agreement the Company also contributed unlawful support to the Unions in violation of Section 8(a)(2) of the Act These infringements upon the rights guaranteed employees by Section 7 of the Act were aggravated by the inclusion of a clause in the Contract which required the employees covered by its terms as a condition of employment to become members of the Unions. In the circumstances, such union-shop provision created discriminatory conditions of employment encouraging membership in the Unions. Therefore, by entering into and maintaining in effect the August 29, 1969, contract, the Company also violated Section 8(a)(3) of the Act. Similarly, the Unions as a party to the execution and enforcement of the agreement were engaged in an unlawful attempt to cause the Company

[4] Attached hereto as Appendix C is a schedule, provided by General Counsel in his brief, listing the names of the employees in the unit and indicating such evidence as has been offered regarding their designation of, or interest in, the Unions as their collective-bargaining representative

[5] "Almost from the inception of the Act, it was recognized that a union could establish a majority status by showing convincing support, for instance, by a union-called strike or strike vote, by possession of cards signed by a majority of the employees authorizing the union to represent them for collective bargaining purposes" *N L R B* v *Gissel Packing Co*, 395 U S 575, 597

[6] *N.L.R B* v *Premo Pharmaceutical Laboratories, Inc*, 136 F 2d 85 (C A 2)

to create conditions which would result in discrimination prohibited by Section 8(a)(3) of the Act, and thereby violated Section 8(a)(2) of the Act [7]

The Unions stipulated at the hearing that should there be a finding in this case that the August 29, 1969, Contract was unlawfully executed then they would not contest the allegations of paragraph 20 of the complaint to the effect that the four employees named therein were discriminatorily refused employment by the Company upon the instructions of the Unions and the allegations of paragraphs 16 and 17 of the complaint that the Unions further restrained and coerced employees in violation of Section 8(b)(1)(A) of the Act by threatening employees with loss of their jobs because the employees inquired whether they could vote with respect to the question of whether they wished union representation, and by advising employees on August 30, 1969, that they had 30 days within which to join the Unions

IV THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of the Company and of the Unions described in the complaint and set forth in section III, above, occurring in connection with the Company's operations described in section I, above, have a close, intimate, and substantial relationship to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V THE REMEDY

Having found that the Company and the Unions have engaged in certain unfair labor practices, it will be recommended that they cease and desist therefrom and that they take affirmative action designed to effectuate the policies of the Act

More specifically, I shall recommend that the Company withdraw and withhold recognition from the Unions as the collective-bargaining representative of any of the Company's employees and that the Unions cease acting as such representative unless and until the Unions shall be certified as such representative by the National Labor Relations Board.

I shall also recommend that the Company and the Unions cease giving effect to their Contract of August 29, 1969, and to any extension, renewal, or modification thereof. However, nothing herein shall be construed as requiring the Company to rescind, vary, or abandon any wage, hour, seniority, or other substantive feature of its relations with its employees which it has established in the performance of such Contract It is presumed that any employees who joined the Unions after the execution of the agreement of August 29, 1969, were subject to the coercive influence of its union-security provisions. I shall recommend that the Company and the Unions, jointly and severally, reimburse such employees, past and present, for all dues and other moneys illegally exacted from them by or on behalf of the Unions pursuant to the terms of the union-security provision of the August 29, 1969, Contract. Reimbursement shall include interest at the rate of 6 percent per annum

As I have found that the Company discriminatorily refused employment to Jacquelyn Konzer, JoAnn Remig, Margaret Garvey, and Susan Woodward, upon the instructions of the Unions, I shall recommend that the Company and the Unions, jointly and severally, reimburse said employees for the wages they lost because of the discrimination against them together with interest theron computed at the rate of 6 percent per annum [8]

CONCLUSIONS OF LAW

1 By recognizing the Unions as the exclusive bargaining representative of its employees and by entering into and maintaining in effect the agreement of August 29, 1969, which among other things required the employees covered thereby as a condition of employment to become and remain members of the Unions, at a time when the Unions were not the representative of the aforesaid employees within the meaning of Section 9(a) of the Act, the Company has engaged in unfair labor practices within the meaning of Section 8(a)(1), (2), and (3) of the Act

2 By agreeing to and executing the Contract with the Company dated August 29, 1969, at a time when they did not represent a majority of the employees in the unit covered by said agreement, the Unions have engaged in unfair labor practices within the meaning of Section 8(b)(1)(A) and 8(b)(2) of the Act

3 By discriminatorily denying employment on or about October 24, 1969, to the four persons named above upon the instructions of the Unions, the Company has violated Section 8(a)(1) and (3) of the Act and the Unions by issuing such instructions have violated Section 8(b)(1)(A) and 8(b)(2) of the Act.

4. By threatening employees with loss of jobs because they inquired whether they could vote with respect to the question of whether they wished union representation and by advising employees that they had only 30 days within which to join the Unions, the Unions have further violated Section 8(b)(1)(A) of the Act.

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

RECOMMENDED ORDER[9]

Upon the basis of the foregoing findings of fact and conclusions of law, and upon the entire record in the case, and pursuant to Section 10(c) of the National Labor Relations Act, as amended, I hereby recommend that:

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[7] *The Grand Union Company* 122 NLRB 589

[8] The four persons who were denied employment were applicants for positions of "extra" waitresses and would have been hired as casual employees with no expectation of reemployment Accordingly, I shall not recommend that they be offered employment with the Company

[9] 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

I. Sema Corporation, d/b/a Shenandoah Golf and Country Club, Inc, its officers, agents, successors, and assigns, shall

A Cease and desist from:

1. Unlawfully assisting the Unions or any other labor organization by executing a collective-bargaining agreement with any labor organization which does not represent a free, unassisted, and uncoerced majority of its employees in an appropriate unit

2. Recognizing the Unions as the exclusive bargaining representative of any of its employees unless and until the National Labor Relations Board shall certify the Unions as such representative

3. Maintaining or giving any force or effect to the Contract with the Unions executed on August 29, 1969, or to any extension, renewal, or modification thereof; provided, however, that nothing in this Order shall require the Company to rescind, vary, or abandon any wage, hour, seniority, or other substantive feature of its relations with its employees which it has established in the performance of said Contract, or to prejudice the assertion by its employees of any rights they may have thereunder.

4. Encouraging membership in the Unions, or in any other labor organization, by conditioning the hire or the tenure of employment or any term or condition of employment of any of its employees upon membership in, or dues payments to, any such labor organization, except as authorized in Section 8(a)(3) of the National Labor Relations Act, as amended

5. In any like or related manner interfering with, restraining, or coercing its employees in the exercise of rights guaranteed by Section 7 of the Act

B. Take the following affirmative action which, I find, will effectuate the policies of the Act:

1. Withdraw and withhold all recognition from Local Joint Executive Board, Hotel, Motel & Restaurant Employees and Bartenders International Union, AFL–CIO, and its member locals Hotel, Motel & Restaurant Employees Local 705; Bartenders Union Local 562; Cooks' Union Local 234, and Front Office and Checkroom Employees Union Local 880 as the exclusive collective-bargaining representative of any of its employees unless and until said Unions have been duly certified as such representative by the National Labor Relations Board.

2. Jointly and severally with the Unions reimburse all of its former and present employees who joined the Unions on or after August 29, 1969, for all dues and other moneys illegally exacted from them by or on behalf of the Unions in the manner provided in the section herein entitled "The Remedy."

3. Jointly and severally with the Unions make Jacquelyn Konzer, JoAnn Remig, Margaret Garvey, and Susan Woodward whole for the loss of wages suffered by them by reason of the discrimination against them in the manner set forth in the section herein entitled "The Remedy."

4. Preserve and, upon 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 and other moneys due under the terms of this Recommended Order.

5 Post at its place of business in Walled Lake, Michigan, copies of the attached notice marked "Appendix A."[10] Copies of said notice, on forms provided by the Regional Director for Region 7, after being duly signed by its authorized representative, shall be posted by Respondent Company 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 the Company to insure that said notices are not altered, defaced, or covered by any other material

6 Notify the Regional Director for Region 7, in writing, within 20 days from the receipt of this Decision, what steps have been taken to comply herewith [11]

II. Respondent Local Joint Executive Board, Hotel, Motel & Restaurant Employees and Bartenders International Union, AFL–CIO, and its member locals. Hotel, Motel & Restaurant Employees Local 705, Bartenders Union Local 562, Cook's Union Local 234 and Front Office and Checkroom Employees Union Local 880, their officers, agents, representatives, successors, and assigns, shall

A. Cease and desist from·

1 Acting as the exclusive collective-bargaining representative of any of the Company's employees unless and until certified as such representative by the National Labor Relations Board.

2. Attempting to enforce or to apply the Contract with the Company dated August 29, 1969, or any extension, renewal, or modification thereof, and from entering into, maintaining, or enforcing any agreement with the Company which requires employees to join or maintain membership in the Unions as a condition of employment, unless the Unions are the representative of the employees as provided by Section 9(a) of the National Labor Relations Act and the agreement in all other respects conforms to requirements of Section 8(a)(3) of the Act.

3. By instructions, advice, or any other means causing or attempting the Company to discriminate against any employee because of nonmembership in the Unions unless pursuant to an agreement which conforms to the requirements of Section 8(a)(3) of the Act.

4 Threatening employees of the Company that they will lose their jobs if they make inquiries about or otherwise seek to obtain a vote as to whether they wish to be represented by a union.

5. Advising employees of the Company that they must join the Unions within any period of time as a condition of further employment unless and until the Unions shall have lawfully entered into an agreement which in all respects

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[10] In the event that the Board's Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall be changed to read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

[11] In the event that this Recommended Order is adopted by the Board, this provision shall be modified to read "Notify said Regional Director, in writing, within 10 days from the date of this Order, what steps Respondent has taken to comply herewith "

conforms to the requirements of Section 8(a)(3) of the Act

6. In any like or related manner restraining or coercing the Company's employees in the exercise of their rights guaranteed by Section 7 of the Act.

B Take the following affirmative action which, I find, will effectuate the policies of the Act:

1. Jointly and severally with the Company reimburse the Company's former and present employees who joined the Unions on or after August 29, 1969, for all dues and other moneys illegally exacted from them by or on behalf of the Unions, in the manner set forth herein in the section entitled "The Remedy."

2. Jointly and severally with the Company reimburse Jacquelyn Konzer, JoAnn Remig, Maragret Garvey, and Susan Woodward for any loss of wages suffered by them by reason of the Company's refusal to employ them based upon the instruction of the Unions.

3 Preserve and, upon request, make available to the Board or its agents, for examination and copying, all check-off cards and all other records necessary to analyze the amount of backpay and other moneys due under the terms of this Recommended Order

4. Post at the Unions' respective business offices and meeting halls copies of the attached notice marked "Appendix B."[12] Copies of said notice, on forms provided by the Regional Director for Region 7, after being duly signed by said labor organizations' respective authorized representatives, shall be posted by them immediately upon receipt thereof, and be maintained by them for 60 consecutive days thereafter, in conspicuous places, including all places where notices to their members are customarily posted. Reasonable steps shall be taken by the Unions to insure that said notices are not altered, defaced, or covered by any other material.

5. Mail to the Regional Director for Region 7 signed copies of said notice for posting by the Company at all places where notices to its employees are customarily posted.

6. The Respondent Unions shall notify said Regional Director, in writing, within 20 days from the receipt of this Decision, what steps have been taken to comply herewith.[13]

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[12] See fn 10, *supra.*

[13] See fn 11, *supra*

APPENDIX A

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

WE WILL NOT recognize Local Joint Executive Board, Hotel, Motel & Restaurant Employees and Bartenders International Union, AFL–CIO, and its member locals· Hotel, Motel & Restaurant Employees Local 705; Bartenders Union Local 562, Cooks Union Local 234, and Front Office and Checkroom Employees Union Local 880, as the exclusive collective-bargaining representative of any of our employees unless and until they have been certified as such representative by the National Labor Relations Board

WE WILL NOT apply to our employees the Contract with the above-named Unions executed on and dated August 29, 1969.

WE WILL NOT withhold or deduct from the wages of any of our employees any moneys pursuant to checkoff cards obtained from such employees under the terms and provisions of said August 29, 1969, Contract

WE WILL NOT refuse to hire and WILL NOT otherwise discriminate against any applicant for employment because such applicant is not a member of the above-named Unions or any other labor organization.

WE WILL NOT contribute support to the above-named Unions in any other manner

WE WILL NOT encourage membership in the above-named Unions, or in any other labor organization, by conditioning the hire or the tenure of employment or any term or condition of employment of any of our employees upon membership in, or dues payment to, any such labor organization except as authorized in Section 8(a)(3) of the National Labor Relations Act, as amended.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of the right to self-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, or to refrain from any or all such activities, except to the extent that such rights may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8(a)(3) of the National Labor Relations Act

WE WILL jointly and severally with the above-named Unions reimburse our former and present employees who joined the above-named Unions on or after August 29, 1969, for any dues or moneys unlawfully exacted from them by or in behalf of said Unions with interest at the rate of 6 percent per annum.

WE WILL jointly and severally with the above-named Unions make whole Jacquelyn Konzer, JoAnn Remig, Margaret Garvey, and Susan Woodward for the loss of wages suffered by them by reason of our discrimination against them together with interest thereon at the rate of 6 percent per annum.

SEMA CORPORATION, d/b/a
SHENANDOAH GOLF AND
COUNTRY CLUB, INC.
(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, 500 Book Building, 1249 Washington Boulevard, Detroit, Michigan 48226, Telephone 313–226–3200.

APPENDIX B

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

WE WILL NOT act as the exclusive bargaining representative of any employees of Sema Corporation, d/b/a Shenandoah Golf and Country Club, Inc , unless and until we are certified as such representative by the National Labor Relations Board.

WE WILL NOT attempt to enforce or to apply to any employees of Sema Corporation, d/b/a Shenandoah Golf and Country Club, Inc , our Contract with said Company executed on and dated August 29, 1969

WE WILL NOT attempt to cause Sema Corporation, d/b/a Shenandoah Golf and Country Club, Inc., to discharge or to refuse to employ any employees because they are not members of our Unions or because they refused to join, remain members of, or assist our Unions unless and until we are certified as representatives of such employees by the National Labor Relations Board and have entered into an agreement which in all respects conforms to the requirements of the National Labor Relations Act.

WE WILL NOT threaten to cause Sema Corporation, d/b/a Shenandoah Golf and Country Club, Inc., to discharge employees if employees make inquiries about or otherwise seek to obtain a vote as to whether they wish to be represented by a union.

WE WILL NOT in any like or related manner restrain or coerce employees of Sema Corporation, d/b/a Shenandoah Golf and Country Club, Inc., in the exercise of their rights to self-organization, to bargain collectively through representatives of their own choosing, and to engage in any other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities, except to the extent that such rights may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8(a)(3) of the National Labor Relations Act.

WE WILL jointly and severally with Sema Corporation, d/b/a Shenandoah Golf and Country Club, Inc , reimburse said Company's former and present employees who joined our Unions on or after August 29, 1969, for all dues and other moneys illegally exacted from them for or on our behalf together with interest thereon at the rate of 6 percent per annum.

WE WILL jointly and severally with Sema Corporation, d/b/a Shenandoah Golf and Country Club, Inc., reimburse Jacquelyn Konzer, JoAnn Remig, Margaret Garvey, and Susan Woodward for any loss of wages suffered by them by reason of the refusal of said Company to employ them based upon instructions from us

LOCAL JOINT EXECUTIVE BOARD, HOTEL & RESTAURANT EMPLOYEES AND BARTENDERS INTERNATIONAL UNION, AFL–CIO, AND ITS MEMBER LOCALS: HOTEL, MOTEL & RESTAURANT EMPLOYEES LOCAL 705; BARTENDERS UNION LOCAL 562, COOKS UNION LOCAL 234, AND FRONT OFFICE AND CHECKROOM EMPLOYEES UNION LOCAL 880
(Labor Organization)

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, 500 Book Building, 1249 Washington Boulevard, Detroit, Michigan 48226, Telephone 313–226–3200

APPENDIX C

Unit	Employee	Pre-Dated Card	Continuous Membership	Interrupted Membership	Local 794 Membership	Post dated Card	Insurance Card	Picket line
1	Leo Avoledo	X	X					
2.	Sandra Bales	X*						
3.	Madeline Bratek						X undated	
4.	June Brown							
5.	Shirley Buffmyer							
6.	Mary Bunch	X*						
7.	Robert Carriere			X 11-67			X 12-5-67	
8.	L. Lauriette Crespi					X		
9.	Vito DePalma	X	X					
10.	Michael Edwards							
11.	Richard Edwards			X 3-63 undated			X undated	
12.	Edith Gamble							
13.	Sylvia Hampshire	X						X
14.	Barbara Hanley				X			
15.	Celina Herren				X		X	
16.	Shirley Howard	X*						
17	Jusufi Milaim			X 12-67				
18.	Nathan Lane	? (card undated)				?		
19.	Helen Lisiak		X					
20.	Peter Markus	X	X					X
21.	Joyce Mix			X 6-24-68			X 7-8-66	
22.	Earline O'Donnell							
23.	Anthony Paletta							
24.	Marian Patnode				X			
25.	Giacomo Pecis	X	X					
26	Ralph Schlata							
27.	William Seidel							
28.	Patricia Shelton	X						
29	Craig Smith							
30.	Olga Smith				X		X 6-18-63	
31.	Joan Somerville					X		
32.	James Steiger							
33.	Marjorie Thornton					X		
34.	Majorie Welch	X						
35.	Steven Wright							
36.	William Blaskiewicz							
37.	R. Jewell Brown				X			
38.	Edward Hollister							
39.	Charley King							
40.	Robert Leibau				X			
41.	Steven Leonhardt							
42.	E. Sullo							
43.	Betty Jean Turner				X			

*Subject to offer of proof of Counsel for the General Counsel—see discussion as to Question 5