NOTE.—If the above-named employee is currently serving in the Armed Forces of the United States we will notify him of his right to full reinstatement after discharge from the Armed Forces, upon application in accordance with the Selective Service Act and the Universal Military Training Service Act of 1948, as amended.

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 Regional Office, 1200 Rialto Building, 906 Grand Avenue, Kansas City, Missouri, Telephone No. Baltimore 1–7000, Extension 731.

Mangel Stores Corporation and Shopper's Fair of Columbiana, Inc. *and* Amalgamated Clothing Workers of America, AFL–CIO. *Case No. 25–CA–1856. October 26, 1964*

DECISION AND ORDER

On July 10, 1964, Trial Examiner Phil W. Saunders 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 Respondents filed exceptions to the Trial Examiner's Decision and a supporting brief, and the General Counsel filed a brief in support of the Trial Examiner's Decision.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, the Board has delegated its powers in connection with this case to a three-member panel [Chairman McCulloch and Members Leedom and Brown].

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 entire record in this case, including the Trial Examiner's Decision, the exceptions, and the briefs, and hereby adopts the Trial Examiner's findings,[1] conclusions,[2] and recommendations.

[1] We find, in agreement with the Trial Examiner, that the Respondents violated Section 8(a)(1) of the Act by, *inter alia,* promising economic benefits to Harden. Although the evidence in support of this finding is not spelled out in the Trial Examiner's Decision, the record shows that General Manager Greenfield asked Harden, on November 23, 1963, whether he remembered what they had talked about 2 days before; when Harden asked if Greenfield meant the conversation about Harden's proving himself, working up to department head, assistant manager, and then to Greenfield's position, Greenfield replied, "Yes, you can either take the company or the Union."

[2] In affirming the Trial Examiner's finding that Harden was discriminatorily discharged, we find, as did the Trial Examiner, that the Respondents' contention that Harden was discharged pursuant to a no-solicitation rule validly promulgated and enforced is without merit. Even assuming the existence of such a rule, the Trial Examiner found, and we agree, that Harden did not violate it, as he engaged in solicitation only on nonworking time in nonselling areas of the store.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the Board hereby adopts as its Order, the Order recommended by the Trial Examiner and orders that the Respondents, Mangel Stores Corporation and Shopper's Fair of Columbiana, Inc., its officer, agents, successors, and assigns, shall take the action set forth in the Trial Examiner's Recommended Order, with the following addition:

The following is added as a second paragraph to paragraph 2(a) of the Trial Examiner's Recommended Order:

"Notify the above-named employee if presently serving in the Armed Forces of the United States of his right to full reinstatement upon application in accordance with the Selective Service Act and the Universal Military Training and Service Act of 1948, as amended, after discharge from the Armed Forces." [3]

[3] The notice shall be amended by including a similar paragraph beneath the signature of the authorized representative of the Respondents

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

This proceeding was heard before Trial Examiner on complaint of the General Counsel and the answer of Mangel Stores Corporation and Shopper's Fair of Columbiana, Inc., herein collectively called the Respondent, the Company, or the store. All parties were represented by counsel and participated fully in the hearing, and the General Counsel and the Respondent also submitted briefs which have been duly considered by me in arriving at my findings and recommendation herein.[1]

The complaint alleges that on November 23, 1963,[2] the Respondent interrogated employees as to union activities, that on the same date also threatened discharge, that the Company promised economic benefits, and that Steve Harden was discriminatorily discharged. It is alleged that all such conduct is violative of Section 8(a) (1) and (3) of the Act.

Upon the entire record and from my observation of the witnesses,[3] I make the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENTS

Respondents are, and at all times material herein have been, affiliated businesses with common officers, ownership, directors, and operators and constitute a single integrated business enterprise; the said directors and officers formulate and administer a common labor policy for the aforementioned Respondents affecting the employees of said Respondents. At all times material herein, Respondent Mangel has

[1] The original charge in this case was filed on November 27, 1963, an amended charge was filed on January 30, 1964, and the complaint is dated January 30, 1964.

[2] All dates are 1963 unless specifically stated otherwise.

[3] The declaration that my findings are based on my observation of the witnesses is intended to apply to the testimony of each and every witness, and my failure to comment on the demeanor of a particular witness is not to be taken to mean that in evaluating his testimony I have not taken his demeanor into consideration. Moreover, when I give logical reasons for rejecting the testimony of a particular witness, either in its entirety or on a particular point, it should not be assumed that I rely exclusively on such reasons, and that the demeanor of the witness has not been considered in evaluating his testimony. When I have indicated that I regard a particular witness as *generally* untrustworthy, it is to be construed to mean that I reject his testimony as a whole, unless I explicitly indicate that I accept his testimony on a particular point.

maintained its principal office and place of business in the city of New York, State of New York, and retail stores and other facilities in some 30 States of the United States where it has engaged in and is engaging in the retail sale and distribution of general retail products. Respondent Columbiana, an Indiana corporation, is and has been at all times material herein a wholly owned subsidiary corporation and operating division of Respondent Mangel, a Delaware corporation Respondent Columbiana has maintained its principal office and place of business in the city of Columbus, State of Indiana, where it is engaged in the retail sale and distribution of general retail products. During the year 1963, Respondent Mangel, in the course and conduct of its business operations. sold and distributed products, the gross value of which exceeded $80,000,000. During the same period of time, Respondent Mangel received goods valued in excess of $50,000 at its various warehouses, retail stores, and other places of business which were transported to said warehouses, retail stores, and other places of business in interstate commerce, directly from States of the United States other than the State in which such establishment was located. During the past 12 months, Respondent Columbiana, in the course and conduct of its business operations, sold and distributed products, the gross value of which exceeded $500,000. During the same period of time, Respondent Columbiana received goods valued in excess of $50,000 which were transported to its warehouses, retail stores, and other places of business in interstate commerce directly from States of the United States other than the State in which such warehouses, retail stores, and other places of business are located.

The complaint alleges, the answer admits, and I find that the Respondents are engaged in commerce within the meaning of Section 2(6) and (7) of the Act.[4]

II. THE LABOR ORGANIZATION INVOLVED

Amalgamated Clothing Workers of America, AFL–CIO, herein called Amalgamated or the Union, is a labor organization as defined in Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

This record shows that on October 22 the Retail Clerks International Association filed a petition with the Board (Case No. 25–RC–2517) claiming that a substantial number of employees in the company store in question here wished to be represented by the Retail Clerks (General Counsel's Exhibit No. 3). The organizational drive by the Retail Clerks was quickly extended into a battle between the Clerks and Amalgamated for on October 28, Amalgamated moved to intervene in the above-mentioned representation case by submitting a showing of interest to the Board's Regional Office (General Counsel's Exhibit No. 4). The parties stipulated that the Company orally indicated its willingness to the Board to enter into a consent election with the Retail Clerks subsequent to their petition being filed and prior to the present charge.

Alleged discriminatee Steve Harden was interviewed on November 19 for employment, and began his work at the store on November 20. From the time of Harden's application for employment he was contacted by representatives of both the Retail Clerks and Amalgamated in efforts to get his support for their respective organizational attempts. On November 21 Harden signed an authorization card for Amalgamated, and on November 22 signed both a petition and an authorization card for the Retail Clerks. On the morning of November 22, as Harden walked toward the store, he again talked to the Amalgamated organizers and gave them his authorization card, and a few minutes later as he turned to go into the store Harden noticed the Respondent's General Manager Greenfield standing in the store window watching him.

On November 23, the day of his discharge, Harden arrived at the store about 8:45 a.m. At this time Harden talked to fellow employees in the locker room about unions, informing them that he was helping Amalgamated in its attempts to organize and that he was taking names and addresses on his own to enable Amalgamated's organizers to contact them later. The record also shows that on this occasion Respondent's Supervisor Cresta Cooper came through the locker room and that Harden asked her what she thought about unions. Cooper then informed Harden that he ought to "shut his mouth" about unions because people before had been "fired" at Shopper's Fair for this. Employee Harry Sanford, a witness for the Respondent, admitted in his testimony that Harden had spoken to him about

[4] The Respondent's retail outlet located at Columbus, Indiana, is the only store involved in this case.

unions on the morning of November 23, but stated that the discussion took place between 9:15 and 9:30. However, Respondent's witness Worton admitted on cross-examination that Harden talked to employees, including Sanford, on the morning of November 23, and Worton also then stated that this discussion took place around 8:45 a.m.[5] Following Harden's discussions with the employees, as aforestated, he clocked in and started his day's work.

This record further reveals that later on during the morning of November 23 Respondent's Assistant Manager Plopper came back to where Harden was working and inquired if he was taking names and addresses for the Union. Harden informed Plopper that he was, but pointed out that he had done so on his own time. About 11 a.m. on November 23 Harden was called to Manager Greenfield's office and was asked by Greenfield if he was taking names and addresses for the Union. Harden again stated that he was and also again mentioned that he was doing so on his own time. Greenfield then replied that he did not give a "damn" what Harden did on his own time, but not to do it in the store. Greenfield at this time also asked Harden what the Union had to offer, inquired what union he was working for and if he was being paid for it,[6] and then stated: "Now if I hear from one more person that you have been taking names and addresses I'd fire you." About 11:20 on November 23 Manager Greenfield notified Harden that he was discharged. Harden inquired if it was for union activities and Greenfield replied that it was not, and then told Harden, "You're blasting other people too much."

It further appears from this record that Harden was under the supervision of Marilyn Parker for a short while when he initially started working at the store, but on November 21 was assigned by Manager Greenfield to the "soft goods stockroom." At this time Greenfield told Harden that he would like to have him take over the stockroom, and Greenfield even admitted in his testimony that Harden "caught on faster" than other employees who had previously worked in the stockroom. On November 22—Greenfield informed Harden that he could take over the stockroom by himself and would be responsible only to the assistant manager and the manager. Greenfield then told Harden, "You're a big boy, if anybody gets in your way blast them, get them out."

The Respondent has raised several defenses in attempts to justify its discharge of Harden.[7] At the hearing before me Manager Greenfield testified that Harden was discharged because there was work piling up and "backlogging" in the stockroom, and that Harden was on the selling floor and never in the stockroom. Greenfield later in his testimony stated that the only reason for the discharge was not getting the work out.[8]

The Company states in its brief the following: "Assuming, *arguendo*, that a finding is made that the motivating reason for his discharge was union activity, such discharge was made pursuant to a no-solicitation rule validly promulgated and enforced." In rejecting the Respondent's contention in this regard it is first noted that Assistant Manager Plopper and Manager Greenfield both admitted in their testimony that the store does not have a no-solicitation rule in printed or written form. Manager Greenfield testified that the extent of the rule or its announcement merely consisted of his instruction to guards not to allow solicitations of any kind. Harden before his conversation with Greenfield, as aforestated, had never been informed of any no-solicitation rule, and in fact, none of the employees who testified for the Company mentioned anything about being aware of a no-solicitation rule. Greenfield also admitted that there was no prohibition on an employee's right to converse with other employees, and Respondent's witness, Marilyn Parker, a supervisor, testified that she and all employees converse at work and

[5] The regular working hours at the store start at 9 a.m. Customers are admitted into the store at 10 a.m.

[6] There is no credited testimony that Harden was paid for any of his services by the Union *during* his employment with the Company. *After* his discharge he used his car for transportation of an organizer for Amalgamated for which he then received expenses.

[7] Manager Greenfield signed an affidavit on January 4, 1964, which related that Greenfield saw what appeared to be some "sort of soliciting" by Harden during working hours and that Harden was warned that soliciting must be done on his own time, but despite the warning Harden continued to solicit. (General Counsel's Exhibit No. 6.) On January 15, 1964, Greenfield submitted a second statement which recites that "notwithstanding Greenfield's advice not to solicit, Harden proceeded to solicit talking to an employee in the 'Gift Department.'" Greenfield also related in this statement that Harden had an "attitude of not caring" for merchandise. (General Counsel's Exhibit No. 7.)

[8] The main duties of an employee in the soft goods stockroom are to receive shipments of goods or clothing, mark them, and get them ready to go out on the display counters.

there is nothing peculiar or unusual about employees talking to each other. The evidence thus shows that the store had no printed rule, no written rule, no posted rule, no general announcement of any such rule, and an admitted store policy of permissive conversations between employees.

In rejecting the Respondent's defense here I have noted the Board's rulings that an employer's rule banning solicitations on behalf of a union on company property during working time is presumptively valid *in the absence of evidence that the rule was adopted for a discriminatory purpose or that it is being unfairly applied.*[9] Furthermore, in the case at hand, there was no announcement of any kind that the purpose of the no-solicitation rule was to maintain a position of neutrality between the rivals, Retail Clerks and Amalgamated, in their organizational efforts, and as a matter of fact the only application was a disparate treatment directed at Harden for his union activities. In conjunction herewith I have also noted the Board's rulings that department stores have been exempted even in prohibiting union efforts during nonworking time in selling areas because such activity would unduly interfere with their retail business operations. However, in the instant case I have found that Harden did not solicit on the selling floor, but engaged in his union activities for Amalgamated in the locker- or rest-room area of the store during nonworking time. The Board has made it clear in its ruling that in nonselling and nonpublic areas solicitation cannot be prohibited when employees are on off-duty time.[10] Moreover, it appears to me that the conclusive evidence in rejecting the Respondent's defense as to the discharge being based on its no-solicitation rule can be found in Manager Greenfield's own testimony at the hearing. Greenfield stated that the only reason for Harden's termination was due to work piling up and backlogging in the stockroom. In all outward manifestations and in essence then, whatever solicitations Harden may have engaged in, such activity actually had very little or nothing to do with the direct and specific reason for discharge as openly admitted by the Respondent's high ranking supervisor and chief witness. If Harden's solicitations had any bearing on the Respondent's main contention of a backlog in the stockroom, such is not apparent in this record, and at the most can only be indirectly inferred.

Greenfield testified that he walked into the stockroom on Saturday morning, November 23, and found a backlog of work. Greenfield then stated on cross-examination that the goods in the stockroom were backlogged or piled up back to Thursday, November 21. The clear evidence in this record is that Harden was not made directly responsible for the stockroom until the morning of November 23, the day of his discharge. Therefore, it appears to me that if a 2-day backlog existed it would certainly be the responsibility of employee Keith Penrose, the immediate predecessor to Harden in the stockroom. Manager Greenfield then explained that the backlog in the stockroom was caused because Harden was on the selling floor, but on cross-examination admitted that Harden was not often on the selling floor. In addition to the above there was no prior warning given to Harden that there was a backlog, Greenfield admitted that Harden "caught on" to the paperwork faster than other employees assigned to the stockroom, and at the actual time of discharge Greenfield gave the reason that Harden was "blasting other people too much."

In the final analysis of this case the Respondent has attempted to raise one defense after another for the discharge of Harden, and none of them is supported by any reliable evidence. A false explanation for a discharge indicates that the real motivating factor is animus toward union activity, and as the Board has often held, inconsistent or shifting explanations for a discharge are also indicative of the discriminatory nature of the discharge. In final summary here a violation of the Respondent's no-solicitation rule is urged on an off-again on-again basis—yet, it is apparent that even if such rule existed it was adopted or applied in this case for a purely discriminatory purpose. Assuming, *arguendo,* a valid no-solicitation rule, Harden did not violate it as his solicitations took place off the selling floor during nonworking time. It is noted also that the main reason for termination at the actual scene of the discharge was that Harden "blasted" others too much. The main, and sometimes only, defense at the hearing was a 2-day backlog in the stockroom over which Harden had assumed responsibility just 3 hours beforehand.

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[9] *Walton Manufacturing Company,* 126 NLRB 697. *Star-Brite Industries, Inc.,* 127 NLRB 1008.

[10] As aforestated, I have found that Harden made his solicitations prior to his clocking in on November 23. Even Respondent's own witnesses, Worton and Pickett, admitted in their testimony that Harden talked to them *before* working time on the date in question here.

The facts in this record must be clear to all that the Respondent was fully aware of Harden's union activities, that about 10:30 a.m. on November 23 Assistant Manager Plopper asked Harden if he was taking names and addresses for the Union, that about 11 a.m. Harden was called to the manager's office, as aforestated, and further questioned on his efforts for the Union,[11] and in less than an hour Harden was discharged.[12] It is obvious that the Company discharged Harden in retaliation for his union activities because no other motivating cause for dismissal existed at the time. In accordance with the above I find that the Respondent violated Section 8(a)(3) and (1) of the Act in the discriminatory discharge of Steve Harden.

The surrounding circumstances in this case and the credited testimony in support thereof, which are singly and in combination unfair labor practices, and upon which it is found Respondent independently violated Section 8(a)(1), are: (1) Assistant Manager Plopper's and Manager Greenfield's interrogation, of Harden on November 23 concerning his union activities as previously set forth herein; (2) threats of discharge by Supervisor Cresta Cooper and Manager Greenfield on November 23, as aforestated; (3) the promise of economic benefits by Greenfield in stating to Harden on his *second* day of employment that he could be a department head, assistant manager, and manager. The testimony that I have credited and attributed to the Company goes beyond the permissible sanctions of the Act, and under these circumstances and conditions, and methods, coupled with the insecure organizational period as here, such conduct on the part of the Respondent has violated the free exercise of the employees' rights as guaranteed by the Act. *N.L.R.B.* v. *Gate City Cotton Mills,* 167 F. 2d 647 (C.A. 5); *Graber Manufacturing Company, Inc.,* 111 NLRB 167.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

Respondent Company's activities, 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 relation 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

It having been found that the Respondent engaged in unfair labor practices in violation of Section 8(a)(1) and (3) of the Act, it will be recommended that the Respondent cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act. It will be recommended that the Respondent offer employee Steve Harden immediate and full reinstatement to his former or substantially equivalent position, without prejudice to seniority and other rights and privileges, and make him whole for any loss of earnings he may have suffered by reason of the discrimination against him, by payment to him of a sum of money equal to that which he would have earned as wages from the date of the discrimination against him to the date of offer of reinstatement less interim earnings, and in a manner consistent with Board policy set out in *F. W. Woolworth Company,* 90 NLRB 289, and *Crossett Lumber Company,* 8 NLRB 440, to which shall be added interest at the rate of 6 percent per annum as prescribed by the Board in *Isis Plumbing & Heating Co.,* 138 NLRB 716.

I shall recommend that the Respondent 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 due and the right to reinstatement under the terms of these recommendations. In order to make effective the interdependent guarantees of Section 7 of the Act, I shall recommend that the Respondent cease and desist from in any manner infringing upon the rights guaranteed in that section. *N.L.R.B.* v. *Express Publishing Company,* 312 U.S. 426; *N.L.R.B.* v. *Entwistle Mfg. Co.,* 120 F. 2d 532 (C.A. 4).

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[11] Assistant Manager Plopper admittedly was also present during Manager Greenfield's questioning of Harden. Plopper did not deny *any* of Harden's testimony about what was said on this occasion

[12] The Respondent did not offer even one scintilla of evidence at the hearing that Harden solicited any employee between the time of his warning by Greenfield about 11 a.m. and the time of his discharge about one-half hour later.

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

CONCLUSIONS OF LAW

1. The Union is a labor organization within the meaning of Section 2(5) of the Act.
2. The Respondent is engaged in commerce within the meaning of Section 2(6) and (7) of the Act.
3. By discriminating in regard to the hire or tenure of employment of Steve Harden thereby discouraging membership in the above Union, Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(3) of the Act.
4 By engaging in interference, restraint, and coercion, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(1) of the Act.
5. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

RECOMMENDED ORDER

Upon the basis of the foregoing findings of fact and conclusions of law, and pursuant to Section 10(c) of the Act, I hereby recommend that Mangel Stores Corporation and Shopper's Fair of Columbiana, Inc., its officers, agents, successors, and assigns, shall:

1. Cease and desist from:
(a) Discouraging membership in Amalgamated Clothing Workers of America, AFL–CIO, or in any other labor organization by discharging, refusing to reinstate, or in any other manner discriminating against employees in regard to their hire or tenure of employment or any term or condition of employment.
(b) Interrogating employees concerning their union activities in a manner constituting interference, restraint, or coercion violative of Section 8(a)(1) of the Act.
(c) Threatening discharge of employees who are identified with union activities.
(d) Promising economic benefits to employees if they refrain from union activities.
(e) In any other manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed in Section 7 of the Act.
2. Take the following affirmative action which is necessary to effectuate the policies of the Act:
(a) Offer Steve Harden full reinstatement to his former or a substantially equivalent position without prejudice to his seniority or other rights or privileges, and make him whole in the manner set forth in the section entitled "Remedy."
(b) 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 due and the right to reinstatement under the terms of the Recommended Order.
(c) Post at its store in Columbus, Indiana, copies of the attached notice marked "Appendix." [13] Copies of said notice, to be furnished by the Regional Director for Region 25, shall, after being signed by a representative of the Respondent, be posted by the Respondent immediately upon receipt thereof and be maintained by it for a period of 60 days thereafter in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced, or covered by any other material.
(d) Notify the Regional Director for Region 25, in writing, within 20 days from the date of the receipt of this Decision, what steps they have to comply herewith.[14]
I also recommend that, unless on or before 20 days from the date of receipt of this Decision and Recommended Order Respondent notify the said Regional Direc-

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

[14] In the event that this Recommended Order be 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 the Respondent has taken to comply herewith."

tor, in writing, that it will comply with the foregoing recommendations, the National Labor Relation Board issue an order requiring the Respondent to take the action aforesaid.

APPENDIX

NOTICE TO ALL EMPLOYEES

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

WE WILL NOT discourage membership in Amalgamated Clothing Workers of America, AFL–CIO, or any other labor organization, by discharging or refusing to reinstate any of our employees, or in any manner discriminating in regard to their hire or tenure of employment, or any term or condition of employment.

WE WILL NOT interrogate employees concerning their interest in, and intentions with respect to, joining the above-named or any other labor organization, in a manner constituting interference, restraint, or coercion violative of Section 8(a)(1) of the Act.

WE WILL NOT threaten discharge of employees who are identified with the above-named Union, or any other labor organization.

WE WILL NOT promise economic benefits to employees for refraining from union activities.

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

WE WILL offer to Steve Harden immediate and full reinstatement to his former or a substantially equivalent position without prejudice to seniority and other rights and privileges, and make him whole for any loss of pay suffered as a result of the discrimination against him.

All our employees are free to become, remain, or refrain from becoming or remaining, members of the above-named Union, or any other labor organization.

MANGEL STORES CORPORATION AND SHOPPER'S FAIR OF COLUMBIANA, INC.,
Employer.

Dated_____ By_____
(Representative) (Title)

This notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.

Employees may communicate directly with the Board's Regional Office, 614 ISTA Center, 150 West Market Street, Indianapolis, Indiana, Telephone No. Melrose 3-8921, if they have any question concerning this notice or compliance with its provisions.

Electric Motors and Specialties, Inc. ***and*** **International Union of Electrical, Radio & Machine Workers, AFL–CIO, and its Local 997.** *Cases Nos. 13–CA–5692 and 13–CA–5838. October 26, 1964*

DECISION AND ORDER

On April 8, 1964, Trial Examiner Benjamin B. Lipton issued his Decision in the above case, finding that the Respondent had engaged in and was engaging in certain unfair labor practices and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the attached Trial Examiner's Decision.