Adams Drug Co., Inc. *and* Local 1325, Retail Clerks International Association, AFL–CIO. Case 1–CA–6084

April 26, 1968

DECISION AND ORDER

BY CHAIRMAN MCCULLOCH AND MEMBERS FANNING AND BROWN

On March 4, 1968, Trial Examiner David S. Davidson issued his Decision in the above-entitled proceeding, 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. Thereafter, the Respondent filed exceptions to the Decision and a supporting brief, the Charging Party filed exceptions to which the Respondent filed a reply brief, and the General Counsel filed a brief in support of the Decision.

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 this case 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 briefs, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations[1] of the Trial Examiner.

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, Adams Drug Co., Inc., Pawtucket, Rhode Island, its officers, agents, successors, and assigns, shall take the action set forth in the Trial Examiner's Recommended Order.

[1] The Charging Party has filed exceptions to the Trial Examiner's failure to recommend that the Respondent be ordered to make the employees whole for losses they may have suffered as a result of the Respondent's unlawful refusal to bargain, and to his failure to order restoration of all conditions of employment unilaterally changed in any way detrimental to the employees since the Board's certification We deem it inappropriate in this case to depart from our existing policy with respect to remedial orders in cases involving violations of Section 8(a)(5) As there is no allegation in the complaint herein and no evidence in the record that the Respondent made unilateral changes, we deny the Charging Party's request for such relief

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

DAVID S. DAVIDSON, Trial Examiner: Pursuant to charges filed on September 20, 1967, by Local 1325, Retail Clerks International Association, AFL–CIO, hereinafter referred to as the Union, a complaint was issued on October 5, 1967. The complaint alleges that following certification of the Union pursuant to a representation election conducted in Case 1–RC–8949, the Respondent since September 19, 1967, has refused to bargain with the Union as the exclusive representative of the employees in the unit of all employees of Respondent's retail drugstores located in the State of Rhode Island found appropriate in the representation proceeding. In its answer, Respondent denies that the unit in which the election was conducted was an appropriate unit for purposes of collective bargaining. Respondent contends further that the Decision on Review and Direction of Election of the Board in 164 NLRB 594, reversing the Decision and Order of the Regional Director dismissing the petition, was improper because the request for review was not based on any of the grounds set forth in the Board's Rules and Regulations, Series 8, as amended, Section 107.67(c), because the Board's Decision failed to set forth any change in standards in determining the appropriateness of the unit, and because the Board's determination of the appropriate unit was arbitrary and capricious. Respondent further alleges that the Board had improperly dismissed without a hearing Objections to Conduct Affecting Results of Election based on conduct which interfered with a fair election and constituted grounds for setting aside the election on which the Union's certification was based. Respondent denies the commission of any unfair labor practices.

On October 18, 1967, counsel for the General Counsel filed a Motion for Summary Judgment on the ground that there were no issues of fact requiring a hearing in this case because the issues raised by Respondent in its answer had been fully litigated in the representation proceeding and could not be relitigated in this proceeding.

In response to an Order To Show Cause, Respondent opposed summary judgment on the ground that there was newly discovered or previously unavailable evidence concerning the matters raised in the representation proceeding in that the Board in its Decision in the representation case erroneously found that all but one store of the Employer located in the State of Rhode Island were in the Providence-Pawtucket-Warwick metropolitan area as defined in Standard Metropolitan Statistical Areas, 1946 edition, as amended May 24, 1926, Bureau of the Budget, and Respondent was unable to obtain a copy of the document on which the Board relied. Respondent also alleged that in its

Decision in finding the statewide unit appropriate the Board erroneously relied on a contention of the Charging Party in the representation case, supported by an inaccurate citation, that the State of Rhode Island regulates almost every phase of drugstore operations within its jurisdiction. Finally, Respondent argued that Respondent was not afforded a hearing on its objections to the election in the representation proceeding and would be foreclosed from a hearing on its objections at any time if summary judgment were granted. Respondent also amended its answer to allege that the Board's Decision in the representation proceeding erroneously found that all the stores included in the appropriate unit were in the metropolitan area described above, with the exception of one located near its borderline.

On December 22, 1967, Trial Examiner Sidney Lindner denied the Motion for Summary Judgment and scheduled a hearing to determine the unfair labor practices alleged in the complaint. The hearing was held before me in Boston, Massachusetts, on January 29, 1968. At the close of the hearing oral argument was waived and the parties were given leave to file briefs which have been received from all the parties.

Upon the entire record in this case and from my observation of the witnesses and their demeanor, I make the following:

FINDINGS AND CONCLUSIONS

I. THE BUSINESS OF THE RESPONDENT

Respondent[1] is a Rhode Island corporation with its principal place of business located in Pawtucket, Rhode Island. At all times material herein it has been engaged in the retail sale of drug products at a number of retail drugstores located in the States of Connecticut, Kansas, New York, Massachusetts, Oklahoma, and Rhode Island. During the calendar year 1966, a representative period, in the course of its business, Respondent sold and distributed drug products from which it derived a gross revenue in excess of $500,000. During the same period Respondent purchased and received goods, materials, and supplies valued in excess of $50,000 which were transported directly across state lines. I find that Respondent is an employer engaged in commerce within the meaning of the Act and that assertion of jurisdiction herein is warranted.

II. THE LABOR ORGANIZATION INVOLVED

Local 1325, Retail Clerks International Association, AFL–CIO, is a labor organization within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. *The Representation Proceeding*

In its representation petition, the Union sought an election among the employees of all Respondent's retail drugstores in the State of Rhode Island. A hearing on the petition was held on May 11 and 26, 1966. Thereafter, on June 16, 1966, the Regional Director issued a Decision and Order dismissing the petition on the ground that the unit sought was too narrow in scope to be appropriate. Thereafter, pursuant to the Union's request the Board granted review and reversed the Regional Director's action, finding the requested unit appropriate. *Adams Drug Co., Inc.*, 164 NLRB 594.

As set forth in the Board's Decision, the Petitioner relied principally on the fact that the State of Rhode Island regulated almost every phase of drugstore operations within its jurisdiction, and on other evidence that the employees within the State shared a community of interest.

The facts on which the Board acted are fully set forth in its Decision on Review. In its Decision, issued on May 12, 1967, the Board found that Respondent operated either directly or through wholly owned subsidiaries a chain of 83 drugstores in Rhode Island, Connecticut, New York, Kansas, and Oklahoma. Its central office and warehouse were in Pawtucket, Rhode Island. Twenty-five of the stores were in Rhode Island, all of which were in the Providence-Pawtucket-Warwick metropolitan area as described in Standard Metropolitan Statistical Areas, 1964 edition, as amended May 24, 1966, published by the Office of Statistical Standards, Bureau of the Budget, with one of them, Respondent's Wakefield store, "virtually on the boundary line of the area." As the Board also noted, Respondent has 12 stores in Massachusetts, of which 1, its store in Attleboro, was in the same metropolitan area as the Rhode Island stores and 5 miles distant from the nearest Rhode Island store. Of the Massachusetts stores, two in Fall River and one in Somerset, 8 miles from the Rhode Island line, were in a separate Fall River metropolitan area. Respondent also had seven stores in Connecticut, the nearest of which was 50 miles from the Rhode Island stores. Twenty-four stores were in New York.

The Board also found that Respondent's records and payroll were centrally maintained and prepared. Much of the merchandise for the stores came from the central warehouse. Each store had a separate manager who reported to one of seven area supervisors, three of whom serviced the stores in the New England States. The stores serviced by each area supervisor did not fall into a distinct geographic pattern, but were assigned to them on the

[1] Respondent's name appears in the caption as amended at the hearing

basis of other factors. A single cosmetic supervisor assisted the store managers of all the New England stores. On these facts the Board concluded that the Rhode Island stores did not comprise an administrative subdivision of Respondent's chain of stores.

The Board found further in its Decision that there was uniform or centrally controlled pricing policy, advertising, hours, operating policy, starting wages, special bonuses, and insurance benefits and some centrally controlled hiring.[2] The Board found also that store managers directed day-to-day store operations, pursuant to centrally established policy, determined the number of employees in their stores, hired sales clerks, and recommended promotions. Area supervisors visited the stores infrequently. Stockmen and pharmacists, who were centrally hired, were interchanged or transferred from store to store on occasion, but store clerks hired by store managers were rarely interchanged.

On the basis of these findings as set forth in its Decision, the Board concluded:

> From the foregoing, it is evident that there are a number of factors indicating, as contended by the Employer, that the store employees involved could be bargained for on the basis of an employerwide or New England States areawide unit. Indeed, the facts support a grouping of stores within the Providence-Pawtucket-Warwick metropolitan area as an appropriate unit, and such a grouping would require the addition of only the Attleboro store to the Petitioner's proposed unit. However, in the absence of any history of collective bargaining, where no labor organization is seeking a broader appropriate unit, the Board has long held that the petitioning labor organization needs only to establish that the group of employees it has attempted to organize and seeks to represent is "an" appropriate unit.[10]
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> Here, the Petitioner has restricted its interest to a Rhode Island State grouping of the Employer's drugstore employees. The facts set forth above clearly demonstrate that the requested employees have substantial interests in common, notwithstanding the fact that they do not fall within a distinct administrative subdivision of the Employer's multistate operations. Although it is true that employees at stores outside the State share some of these interests, we are persuaded that the employees in the Rhode Island stores enjoy a special community of interest apart from the others by reason of the State's regulation of the retail drug industry. The Board has stated in cases arising in the insurance industry that groupings of district offices within a State may constitute appropriate geographic area units.[11] We believe the same considerations apply to retail drug chains. The State of Rhode Island, under its police power, can and does regulate pharmacies and the sale and distribution of pharmaceutical, cosmetic, food, and other products within its political boundaries. This control by the State also affects the terms and conditions of employment of all employees in the drugstores.[12] We conclude, therefore, that all drugstores of the Employer within the boundaries of the State of Rhode Island constitute a clearly delimited geographic area appropriate for purposes of collective bargaining.

On June 9 and 10, 1967, the election was held resulting in a vote of 137 for the Union and 105 against, with 26 challenged ballots. On June 16, 1967, the Respondent filed timely objections to the election alleging that the Union had falsely represented to employees that all union members were covered by a health and welfare plan which was mailed to the employees; that the employees could enjoy membership in the Union, including the health and welfare benefits and all the advantages of union membership, without cost to them until the Union obtained them a wage increase in an amount greater than union dues; and that all employees represented by the Union received 10 paid holidays a year and 6 weeks' full pay for sick leave.

After an investigation, on July 18, 1967, the Acting Regional Director issued his Decision on Objections and Certification of Representatives finding that statements of the Union of which Respondent complained did not constitute an improper offer of benefits suggesting disparity of treatment based upon how employees voted,[3] and did not involve a substantial departure from the truth such as would warrant setting aside the election.[4]

Thereafter Respondent requested the Board to review the Decision on Objections and Certification of Representative. On September 13, 1967, the Board denied Respondent's request for review.

B. *The Complaint Proceeding*

In its answer, Respondent admits that the Union has requested Respondent to bargain collectively

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[2] Vacation policy was found to be uniform for all Rhode Island stores and five of the Massachusetts stores

[10] See *Davis Cafeteria, Inc., and Polly Davis Broward Cafeteria, Inc*, 160 NLRB 1141

[11] See *State Farm Mutual Automobile Insurance Company*, 158 NLRB 925; *Metropolitan Life Insurance Company*, 156 NLRB 1408, 1417; *ibid*, 43 NLRB 962, 968

[12] Without attempting to detail the extent of this control, we note that the State of Rhode Island has on its statute books laws governing the licensing of pharmacies and of pharmacists, and laws pertaining to health and safety in the operation of pharmacies and the sale and distribution of pharmaceutical, cosmetic, food, and other products dispensed by drugstores within the State. The State of Rhode Island also imposes sales and payroll taxes and has other laws setting forth minimum standards for health and safety in employment.

[3] Citing *Gilmore Industries, Inc*, 140 NLRB 100

[4] Citing *Hollywood Ceramics Company, Inc*, 140 NLRB 221

with respect to the terms and conditions of employment of the employees in the unit found appropriate by the Board since September 11, 1967, and that since September 19, 1967, Respondent has refused to do so. Therefore, unless one of Respondent's defenses attacking the validity of the certification has been sustained, it would follow that the violation alleged in the complaint has been established.

It is well settled that absent newly discovered or previously unavailable evidence, the appropriateness of a bargaining unit or of a Board certification will not be relitigated in a subsequent unfair labor practice proceeding.[5] Application of this principle requires rejection of Respondent's efforts in this proceeding to relitigate the issues raised by its objections to the election as well as its claims that the Union's request for review of the initial dismissal of the petition was not based on any of the grounds set forth in Section 102.67(c) of the Board's Rules and Regulations and that the Board's Decision on Review was otherwise defective on its face.

There remains for consideration Respondent's contention that newly discovered or previously unavailable evidence establishes that the unit in which the election was conducted is not appropriate.

The evidence introduced by Respondent at the hearing shows that after the hearing in the representation case and while the Decision was pending before the Board on review, Respondent added two additional drugstores in Rhode Island to its chain. One, located in Middletown, Rhode Island, opened in November 1966, and the other, located in Westerly, Rhode Island, opened in December 1966. These stores employed approximately 12 and 8 employees, respectively, at the time of the election. Neither is located in the Providence-Pawtucket-Warwick metropolitan area, as described in the Standard Metropolitan Statistical Areas publication cited by the Board in its decision in the representation case. The Middletown store is located in Newport County about 9 miles south and slightly west of Respondent's Tiverton store and about 8 miles south of Respondent's Bristol store.[6] The Westerly store is located in Washington County about 15 miles west of Respondent's Wakefield store. The named stores are the closest of Respondent's stores in Rhode Island to the Middletown and Westerly stores. The employees at the Middletown and Westerly stores voted in the representation election. The Wakefield store which was in existence at the time of the election is about 12 miles south of Respondent's next nearest store at North Kingstown. It employed approximately 12 employees at the time of the election. Wakefield is about 1 mile and 5 miles from the boundaries of Naragansett and North Kingstown, both of which are in the Providence-Pawtucket-Warwick metropolitan area.[7]

In opposing summary judgment Respondent contended that the Board erroneously stated and relied on the fact that all but one store of the Employer located in the State of Rhode Island were in the Providence-Pawtucket-Warwick metropolitan area because the Board included three stores in Rhode Island outside that area while at the same time excluding the Attleboro, Massachusetts, store which is in that area.

The evidence before me does not sustain the claim of error. The Middletown and Westerly stores were not in existence at the time of the representation case hearing. Although they were in existence at the time of the Board's Decision, there is no evidence that any effort was made to bring the existence of these stores to the Board's attention during the period of approximately 6 months which elapsed between the opening of the second of these stores and issuance of the Board's representation Decision, or indeed until after issuance of the complaint herein.[8] Whether or not the Bureau of the Budget publication, a copy of which Respondent was unable to obtain after the Board's Decision, constitutes newly discovered or previously unavailable evidence, a matter as to which I entertain substantial doubt but find it unnecessary to decide, Respondent must have been aware of the opening of its two new stores and their locations in Rhode Island at the time of the event. In these circumstances, as the Board acted on the record before it in the representation case, it cannot be deemed to have acted erroneously because of its lack of knowledge of facts that were not before it, and Respondent's attempt to upset the Board's unit determination on the basis of these additional facts may well come too late.[9]

However, assuming *arguendo* that changed circumstances since the representation hearing are

[5] *Pittsburgh Plate Glass Company* v *N L R B*, 313 U S. 146, *S D Warren Company*, 150 NLRB 288, enfd 353 F 2d 494 (C.A 1), cert denied 383 U.S 958; *Banco Credito Y Ahorro Ponceno*, 167 NLRB 397

[6] The Tiverton store was opened after the representation election and appears to be about 2 miles outside the Providence-Pawtucket-Warwick metropolitan area. The Bristol store opened shortly after the election and is in the described metropolitan area Middletown is located on an island but is connected to the mainland near Bristol and Tiverton by bridges

[7] These and other distances not specifically established by testimony at the hearing are based on the Rhode Island highway map received in evidence on which the testimony of Respondent's witness was also based

[8] I note in this regard that consideration of metropolitan areas was introduced into the representation case by the contention in Respondent's memorandum brief to the Regional Director, a copy of which was attached to its statement in opposition to Petitioner's request for review, that

> It would appear, therefore, that under the latest Board decisions, the only geographical unit based upon this record which might be appropriate and which is of a lesser scope than the three-state unit and at the same time covers some Rhode Island stores, is a Metropolitan Providence unit of the stores of the Employer This certainly would include some, if not all, of ths stores in southeastern Massachusetts, such as in Attleboro, Taunton, and Fall River, but presumably would not encompass some stores of the Employer in Rhode Island, such as those located in Wakefield, North Kingstown, and Woonsocket

No authority was cited by Respondent in support of its contention as to the boundaries of Metropolitan Providence.

[9] See *Red-More Corporation, d/b/a Disco Fair*, 169 NLRB 426 *S S. Kresge Company*, 169 NLRB 442.

properly before me, I shall consider their impact on the Board's unit determination, bearing in mind that the burden is on Respondent to establish that the circumstances upon which the underlying decision was based no longer exist.[10]

Reading the Board's Decision in the light of Respondent's contention in the representation proceeding (quoted in fn. 8, above) that a Metropolitan Providence unit might be appropriate rather than the statewide unit sought by Petitioner, I cannot construe as essential to the Board's decision its finding in the representation case that all the stores sought were in or on the border of the Providence-Pawtucket-Warwick metropolitan area. Rather it appears that these findings relate to the contention that a metropolitan area unit including some Rhode Island and some Massachusetts stores was the only possible appropriate unit smaller than a broad multistate unit. After defining the metropolitan area and observing that the facts would support a grouping of the stores in the metropolitan area, which would require the addition of only a single store to those sought by Petitioners, the Board rejected such a unit as the only appropriate unit on the record before it and found that a statewide unit was also an appropriate unit. In reaching this conclusion while the Board did not have its attention called to the opening of the Westerly and Middletown stores, at the same time the Board must have been aware of the mention at several places in the representation record of the opening of new stores and of the possibility that new stores in Rhode Island would not necessarily be confined to the Providence-Pawtucket-Warwick metropolitan area. What the Board found significantly distinguished all the Rhode Island employees from Respondent's other employees and gave them a special community of interest apart from employees outside the State of Rhode Island was "the State's regulation of the retail drug industry."[11] Accordingly, I conclude that the Board found the statewide unit appropriate despite the fact that all Respondent's Rhode Island stores identified on the record before it were in the same metropolitan area rather than because of that fact.

Respondent also attacks the Board's finding as to state regulation of the retail drug industry before me on the grounds that it was based on a contention of Petitioner supported only by a meaninglessly ambiguous citation to Rhode Island statutes, the Board's decision was unsupported by any citation to Rhode Island statutes, and the Board's findings are without support. I am satisfied, however, that further consideration of this issue by me is precluded as it was previously litigated.

At the representation case hearing some evidence was elicited as to state regulation of pharmacies. At pages 6 and 7 of Petitioner's request for review of the Regional Director's dismissal of the representation petition, Petitioner set forth its contention that state regulation of the retail drug industry supported a finding that a statewide unit is an appropriate unit if not necessarily the only appropriate unit, citing "e.g. Chapter 19, Rhode Island General Laws, Section 5–19–2." At page 2 of its statement in opposition to Petitioner's request for review, Respondent attacked Petitioner's citation as meaningless and took issue with Petitioner's contention.

It is clear from the above that that issue was joined in the representation proceeding as to the nature of state regulation of retail drugstores and its impact upon determination of the appropriateness of the unit sought by the Petitioner.[12] Accordingly, I find that Respondent's contentions in this proceeding relating to state regulation of the retail drug business raise nothing which was not or could not have been presented to the Board in the representation proceeding.

Accordingly, I conclude that Respondent has failed to establish any changed circumstances sufficient to warrant rejection of the Board's unit finding in the representation case. Therefore, as the Board found in the representation case, I find that the following employees of Respondent constitute a unit appropriate for collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time employees employed at the Respondent's drugstores located in the State of Rhode Island, including post office substation employees, but excluding pharmacists, store managers and assistant managers, guards, and all other supervisors as defined in the Act.

As set forth above, the Union has been certified as representative of the employees in the above-described unit, and since September 19, 1967, Respondent has refused to bargain with the Union at its request for these employees. Accordingly, I conclude that Respondent has refused to bargain with the Union in violation of Section 8(a)(5) and (1) of the Act.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of the Respondent set forth in section III, above, occurring in connection with its operations described in section I, above, have a close, intimate, and substantial relationship to

[10] *S S Kresge Company, supra.*

[11] The common interests of the Rhode Island employees otherwise, which the Board found were not shared exclusively by Rhode Island employees, have not been shown to be any different for the Westerly and Middletown employees than for those in Respondent's other Rhode Island stores

[12] Although Petitioner's citation to Rhode Island statutes may have been less precise than possible, the reference to section 5–19–2 would appear sufficient to have directed attention to the title and chapter to which Petitioner referred.

trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow thereof.

V. THE REMEDY

Having found that the Respondent has engaged in unfair labor practices violative of Section 8(a)(5) and (1) of the Act, I shall recommend that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

CONCLUSIONS OF LAW

1. Respondent is an employer engaged in commerce or operations affecting commerce within the meaning of Section 2(2), (6), and (7) of the Act.
2. The Charging Party is a labor organization within the meaning of Section 2(5) of the Act.
3. All full-time and regular part-time employees of Respondent employed at its drugstores located in the State of Rhode Island, including post office substation employees, but excluding pharmacists, store managers and assistant managers, guards, and all other supervisors as defined in the Act, constitute a unit appropriate for collective bargaining within the meaning of Section 9(b) of the Act.
4. At all times since July 18, 1967, the Charging Party has been, and now is, the exclusive representative of the employees in the said unit for the purposes of collective bargaining within the meaning of Section 9(a) of the Act.
5. By refusing on and since September 19, 1967, to bargain collectively with the Charging Party as the representative of the employees in the above unit, the Respondent has engaged in and is engaging in unfair labor practices affecting commerce within the meaning of Sections 8(a)(5) and (1) and 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 the Respondent, Adams Drug Co., Inc., Pawtucket, Rhode Island, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to bargain collectively in good faith concerning rates of pay, hours of employment, and other terms and conditions of employment with Local 1325, Retail Clerks International Association, AFL–CIO, as the exclusive representative of the employees in the appropriate unit described in paragraph 3 of the section of this Decision entitled "Conclusions of Law."

(b) In any like or related manner interfering with the efforts of the above-named Union to bargain collectively on behalf of the employees in the appropriate unit.

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

(a) Upon request, bargain collectively with the above-named Union as the exclusive representative of all employees in the appropriate unit, and embody in a signed agreement any understanding reached.

(b) Post at its retail drugstores in the State of Rhode Island, copies of the attached notice marked "Appendix."[13] Copies of said notice, on forms provided by the Regional Director for Region 1, after being duly signed by the Respondent's representative, shall be posted by it immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(c) Notify said Regional Director, in writing, within 20 days from the receipt of this Decision, what steps Respondent has taken to comply herewith.[14]

[13] In the event that this Recommended Order is 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 is 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 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."

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 refuse to bargain collectively with Local 1325, Retail Clerks International Association, AFL–CIO, as the exclusive representative of all the employees in the bargaining unit described below.

WE WILL NOT in any like or related manner interfere with the efforts of the above-named Union to bargain collectively on behalf of the employees in the appropriate unit.

WE WILL, upon request, bargain with the above-named Union as the exclusive bargaining representative of all the employees in the bargaining unit described below with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment,

and, if an understanding is reached, embody such understanding in a signed agreement.

All full-time and regular part-time employees at our drugstores located in the State of Rhode Island, including post office substation employees, but excluding pharmacists, store managers and assistant managers, guards, and all other supervisors as defined in the Act.

ADAMS DRUG CO., 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.

If employees have any question concerning this notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, 20th Floor, John F. Kennedy Federal Building, Cambridge and New Sudbury Streets, Boston, Massachusetts 02203, Telephone 233–3300.