

**W.T. Grant Company and Retail Store Employees  
Union Local 954, Retail Clerks International  
Association, AFL-CIO. Case 8-CA-5176**

June 30, 1969

**DECISION AND ORDER**

BY MEMBERS FANNING, BROWN, AND ZAGORIA

On April 7, 1969, Trial Examiner Boyd Leedom issued his Decision in the above-entitled proceeding, finding that 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. The Trial Examiner also found that Respondent had not engaged in certain other alleged unfair labor practices and recommended dismissal of such allegations. Thereafter, the General Counsel, the Charging Party, and Respondent filed exceptions to the Trial Examiner's Decision and supporting briefs.

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 this case, and hereby adopts the Trial Examiner's findings, conclusions, and recommendations, as modified herein.

We agree with the Trial Examiner that Respondent's pay increases of 5 to 10 cents an hour to 6 of its 9 employees on April 19, 1968, did not constitute a violation of Section 8(a)(1) of the Act. However, in doing so, we do not adopt as a supporting reason the Trial Examiner's holding that the "rather meager amount" of the increases "could not . . . have been any real inducement to oppose the Union" in the election held on May 1, 1968.

We also agree with the Trial Examiner that Respondent did not violate Section 8(a)(5) of the Act. Although the Trial Examiner set forth three grounds for his conclusion, we rely only on his finding that Respondent's interrogation of Mary Lou O'Brien and Carolyn Young, while unlawful, was "not of the kind that will support a bargaining order".<sup>1</sup> Accordingly, we deem it unnecessary to pass or rely on the Trial Examiner's other reasons for recommending dismissal of the allegations of Respondent's unlawful refusal to bargain.

**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 orders that Respondent, W. T. Grant Company, Bellevue, Ohio, its officers, agents, successors, and assigns, shall take the action set forth in the Trial Examiner's Recommended Order.

**TRIAL EXAMINER'S DECISION**

**STATEMENT OF THE CASE**

BOYD LEEDOM, Trial Examiner: This case was tried in Bellevue, Ohio, on January 23, 1969, pursuant to a charge filed October 10, and a complaint issued thereon November 19, in 1968.

Respondent is a small retail variety store, part of a national chain. The unit involved in the Charging Party's organizational effort consisted of nine named employees as stipulated by the parties. A representation election was held May 1, 1968, and was lost by the Union 7 to 1. The Union filed objections to conduct affecting the results of the election, a hearing officer found certain of the objections valid and recommended that the election be set aside and a new one held. On October 8, 1968, the Regional Director of the National Labor Relations Board, for Region 8, adopted the recommendations of the hearing officer and entered an order setting aside the May 1 election and directing that a second election be held. No action, however, has been taken under this order of the Regional Director inasmuch as on October 10, 1968, 2 days after the entry of the order for the second election, the Union filed the charge hereinbefore mentioned alleging that the Respondent-Employer had given economic benefits, had made promises of benefits and engaged in other acts of interference to defeat the Union, in violation of Section 8(a)(1) of the National Labor Management Relations Act, as amended; also that the Union represented a majority of the employees in the unit, had made a demand on the employer to bargain collectively, that the employer's continuing refusal to recognize the Union, and its conduct in undermining the Union's majority, violated Section 8(a)(5) of the Act.

On the basis of the complete record of evidence, the demeanor of the witnesses as I observed them as they testified, and on the briefs filed in behalf of the General Counsel, Respondent and the Charging Party, I have determined that Respondent did violate the Act pursuant to certain of the allegations of violation of Section 8(a)(1), and recommend that as to the other allegations of violations of Section 8(a)(1) and as to the allegation of violation of Section 8(a)(5), the complaint be dismissed, for all the reasons hereafter appearing.

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

**I. THE EMPLOYER AND THE LABOR ORGANIZATION**

**Jurisdiction**

I find and conclude that the allegations of the complaint as to the nature and extent of the business carried on by Respondent, are true, and conclude therefrom that the Respondent is an employer engaged in

<sup>1</sup>See *Hammond & Irving, Inc.*, 154 NLRB 1071, 1073. Cf. *N.L.R.B. v. Gisell Packing Co., Inc.*, 395 U.S. 575, *Sinclair Company v. N.L.R.B.*, 395 U.S. 575.

commerce within the meaning of the Act.

I also find and conclude that the Charging Party is a labor organization within the meaning of the Act; and this proceeding is therefore within the jurisdiction of the National Labor Relations Board.

There is no dispute in the case respecting these matters.

## II. THE UNFAIR LABOR PRACTICES

### A. *The 8(a)(1) Allegations*

#### 1. Interrogation

The only evidence adduced in support of any claimed interference with employee rights, by Respondent, through unlawful interrogation, within the 10(b) period of the Act, as conceded in the brief filed in behalf of the General Counsel, relates to conversations between management personnel and three employees.

#### Cappizzi

The first of these was between a part-time student employee, Sam Cappizzi and Lester Margaretten of Respondent's management. The boy Cappizzi testified that Margaretten approached him in front of the store as he was sweeping the sidewalk and asked if the Union had contacted him, and if he had been asked to sign a card. I credit Cappizzi's testimony as to what was said. It is undisputed and I find that substantially such a conversation took place.

It is also undisputed that another conversation with Cappizzi took place about a month earlier with the store manager. On the earlier occasion I find that the manager asked the boy about "a union coming into the store" and told him he might be asked to sign a card and if he was, to use his best judgment. It is not claimed that this conversation, with the store manager, was within the 10(b) period.

While the brief of the General Counsel deals with evidence adduced to reveal other unlawful conduct on the part of Respondent under a caption "Respondent's Unlawful Actions Outside the 10(b) Period" it treats the Cappizzi-Margaretten conversation set out above, under another section of the brief, entitled "Respondent's Interference, Restraint, and Coercion Within the 10(b) Period." The only evidence, however, on which the General Counsel can rely to show the conversation was actually within the 10(b) period is Cappizzi's testimony on direct examination that he thought "it was a week or 2 weeks before the election." This testimony would fix the conversation about the middle of April 1968 or a week later. The election was on May 1. This however is not all of Cappizzi's testimony as to the time the conversation took place. On cross-examination he acknowledged that in the earlier representation proceeding, that is the hearing on objections, he testified that the Margaretten conversation occurred the day that Margaretten made his first talk at an employee meeting. This meeting was held on February 22. The charge having been filed October 10, 1968, the 10(b) period began to run 6 months earlier, on or about April 10. Thus the date of the first meeting, February 22, as conceded by General Counsel, was outside the 10(b) period, and evidence of events occurring that early is not competent support of a finding of an unfair labor practice.

Inasmuch as Cappizzi's testimony that Margaretten talked to him on the day of his first meeting with the

employees is more positive and specific than his testimony that the conversation took place *about* a week or two before the election, I cannot say there is substantial evidence in the record that the Margaretten conversation occurred within the 10(b) period. The indications are otherwise, for in support of Cappizzi's more persuasive testimony that the conversation took place at the time of Margaretten's first meeting with the employees, is the reasonable inference that Margaretten sought out Cappizzi, who did not attend the employee's meeting, to make known to him his opposition to the Union as he had done with the other employees at the meeting.

While I do not imply that the Margaretten conversation as well as that of the store manager with Cappizzi would not constitute violations of the Act, if within the 10(b) period, it appears that these conversations would be about as innocuous as any unlawful interrogation could be. Because I cannot find that either conversation took place within the 10(b) period (and only the latter one is claimed to have been). I hereby recommend that the allegations respecting the Cappizzi conversations be dismissed.

#### Mary Lou O'Brien and Carolyn Young

The evidence reveals and I find that following an employee's meeting in which Margaretten expressed the Company's opposition to the Union, he talked to employee Mary Lou O'Brien in the stockroom, asked her why the employees thought they needed a union, if there were problems concerning their boss, the store manager, or other problems such as wages. He also asked if she knew how she was going to vote.

On May 1, 1968, the day of the election, in the morning, while the employee Carolyn Young was marking merchandise, Margaretten asked her what the trouble was and why the employees wanted an outsider in the store. Young understood the *outsider* to be the Union and told Margaretten that the employees were interested in wages. He asked her to talk to District Manager Stallings. Young testified and I find that she then approached Stallings and he too asked her why it was that the employees wanted a union. When she answered "wages" he engaged her in a conversation respecting company policy on salary reviews twice a year.

These two conversations took place within the 10(b) period. Respondent argues at length in the brief, and cites numerous cases, in an effort to establish that these interrogations did not constitute violations of the Act. I conclude, however, that none of the authorities cited control the instant case. These conversations cannot be considered in isolation because of the background of Respondent's persistent opposition to the Union, and other interrogation which it engaged in during the 10(b) period, and which is properly considered as background for other conduct within 10(b). I think it quite clear that Stallings' reference to wages was intended as and constituted a kind of assurance that there would be benefits granted without the Union, and therefore coercive conduct. It is also my opinion that Margaretten's persistent inquiries regarding the Union with both employees O'Brien and Young are of the kind, when not in isolation, that the Board has repeatedly found violative. I therefore shall recommend, that these interrogations be found to be in violation of Section 8(a)(1).

The brief of the Charging Party makes no mention of the 10(b) period; neither does it deal in any substantial way whatever with the allegations of unlawful interrogation. Noting that the most important issue in the

case is the refusal to bargain charge and merely stating that there are also allegations of violation of Section 8(a)(1) "which should be readily sustained" the argument is confined to "unfair labor practices of a beneficent variety." This reference is to three separate allegations: (1) Unlawful wage increases timed to influence employees in the representation election; (2) an allowance of pay not previously made, but in compliance with Company policy, for time spent in store meetings; and (3) an allowance of break periods.

The reason the limitations of Section 10(b) of the Act have application in this case as to alleged violations of Section 8(a)(1) as hereinbefore appears, and also to the allegations of violation of Section 8(a)(5), as hereafter appears, is because of the time spent by the Charging Party in hopeful pursuit of a different remedy than here sought, to its conclusion, that is the hearing on the objections filed respecting Respondent's conduct affecting the election. While the Charging Party sought and obtained from the Regional Director an order setting aside the first election and granting a second one, time was running out on the opportunity to establish Respondent's conduct, forming the basis of the objections to the election, as unfair labor practices. In the brief, the Charging Party acknowledges that this complaint case is based primarily upon the same conduct that was involved in the objections proceeding. Presumably the investigation made on the objections filed, revealed the character of the conduct engaged in by Respondent, that was considerably later alleged to constitute unfair labor practices.

While the proliferation of the Board's processes apparent in this case is not likely new, and may be within the confines of the *Bernel Foam* doctrine, probably the more typical handling of situations such as the one presented here, is for the Charging Party to file the charge of unfair labor practices at the time of the filing of the objections to the election, or soon thereafter; then the Regional Director consolidates the two proceedings into one, giving one official of the Board, the Administrative Trial Judge, the responsibility of deciding not only whether unfair labor practices have been committed but also whether the first election should be set aside and a second one ordered. Such procedure has at least two advantages: (1) the acts alleged to constitute unfair labor practices, do not become stale and subject to the limitations of Section 10(b); and (2) avoidance of the possibility of two officials of one agency entering essentially conflicting orders.

All who have any familiarity with *Bernel Foam* will agree that the history of the doctrine is replete with administrative and other difficulties. The case presented here seems to open the door to more problems. The basic objection to the doctrine, when it existed earlier in the history of the Board, and as it was revived by *Bernel Foam Products Co., Inc.*, 146 NLRB 1277, is that it gave the Union, in the jargon of our profession, "two bites at the apple." Thus the Union was relieved of the necessity of making an election between the two remedies available, when it gained knowledge of conduct probably amounting to an unfair labor practice, that could also be used to obtain a new election. The choice imposed before *Bernel Foam* was between the objections case and the complaint case. This basic objection to the *Bernel Foam* doctrine was of course held invalid in the case cited above. The instant proceeding, however has aspects of "three bites." Thus the Union first had the original election; second it utilized, to final conclusion, the processes of the Board in an objection's case that now guarantees it a second

election regardless of the outcome of this complaint case; and third it has invoked this proceeding in an effort, to obtain a bargaining order. The evil in this three pronged approach, if there is an evil, is that it calls for the three full proceedings instead of two — two made possible in early filing of the charge, and consolidation, as stated.

This proliferation of proceedings led to serious consideration of dismissal of the 8(a)(5) allegations, purely on the ground that orderly and effective use of the Board's processes in a *Bernel Foam* situation requires the filing of a charge of unfair labor practices within time to enable the Regional Director to consolidate the representation proceeding with the unfair labor practice case. Such action, however, would be a new limitation, more reasonably imposed by the Board. It was therefore deemed adequate treatment here merely to bring the problem within focus, perhaps for the first time. Such a limitation should benefit all concerned. Unions and employees would be relieved of unnecessary imposition of the provisions of 10(b) on Section 7 rights; the Board would be relieved of one proceeding, that is a separate objections case; and Respondents would be relieved of one unnecessary defense.

## 2. The "break" periods

The evidence reveals that Respondent's employees had enjoyed wholly unsystemitized "break" periods over the years, long before the election on May 1. Clearly as a result of meetings management held with the employees, with full knowledge that an organization drive was underway, a change was made respecting "breaks." At the first or second meeting that Management Representative Margareten held with the employees (thus not later than March 14) an employee mentioned that no set breaks, between the beginning of work and the close of day, were provided. Very soon thereafter a 10-minute break schedule was provided with a requirement that employees "clock in" and "clock out." The evidence is clear that no substantial use was ever made of the new method of getting breaks. Possibly one or two employees checked in and checked out once; or on 2 days at the most. Everybody then reverted to the old system of taking a break when necessary. Thus the action of Respondent cannot be classified as between a benefit granted or a detriment imposed. For all practical purposes it was a nullity. While the effectiveness of any device designed and used by an employer to influence his employees unlawfully, against a Union is never measured, still the action cannot be considered completely apart from the likelihood of its affect on the employees. So considered Respondent took no action. Moreover the evidence tending to establish the time that the new schedule prevailed, if it ever did, places it two weeks, or more, outside the 10(b) period. From the highly unsatisfactory evidence as to time, I find and conclude that this "change," which turned out to be no change, occurred outside the 10(b) period. Evidence of it cannot be used to support a finding of an unfair labor practice. I therefore recommend that the allegations respecting the new break schedule be dismissed.

## 3. Pay for time spent in meetings

At the same meeting Margareten held with the employees in which the question of a new break schedule was raised, an employee mentioned that pay was not allowed for the time the employees spent in meetings

before working hours. Margaretten advised that this was contrary to Company policy and immediately the practice was instituted of paying for such time. This happened outside the 10(b) period and I therefore recommend that the allegations respecting this action be dismissed.

#### 4. The wage increases

Allegations respecting pay increases admittedly granted six of the employees constitutes by far the most substantial allegations of violation of Section 8(a)(1) of the Act. Resolution of the issue whether these increases were made pursuant to an established pattern of merit increases following wage surveys, at regular intervals, is in my opinion a close question. On all the evidence, however, somewhat confusing in part, I find that the increases granted would have been granted if no representation election had been pending and conclude therefore that Respondent, thus increasing the employees' pay, did not violate the act, for the reasons hereinafter set forth.

I think it fair to say that the totality of the evidence, bearing on the practice of Respondent regarding regular wage increases, clearly establishes a company policy of annual surveys and increases where warranted; and I so find. I think it is less clear that a semiannual policy prevailed in this store; but notwithstanding a lack of precision in the testimony of the store manager and Margaretten as to exact dates involved, with the resultant confusion hereinbefore mentioned, I find that the present store manager had installed the semiannual survey long prior to knowledge of any union interest in the store.

The persuasive evidence in support of this finding is Respondent's Exhibit 2, a table showing the merit increases granted the employees within the store for a 3-year period immediately preceding the election on May 1, 1968. While it too discloses some variation from an exact pattern it reveals a consistency in granting increases every six months during a period of over a year just prior to May 1, involving three such pay increases including the one in dispute. The store manager had testified that he had instituted this policy of 6 months review and pay raises if merited, 6 or 7 months after he came to the store. The increases shown in Respondent's Exhibit 2 in March of 1967, September of 1967 and April of 1968 substantially bear out his testimony.

Stress is laid in the briefs of the General Counsel and the Charging Party that the April 1968 increases, made just prior to the election, could have been postponed until after the election. This circumstance is pointless respecting a violation if in fact the increases were pursuant to an established schedule. The evidence reveals that early in March of 1966 four of nine employees got increases, three 10 cents per hour and one 5 cents; that a year later early in March of 1967, soon after the present manager took charge, six of the nine employees had their wages raised to 10 cents an hour. Then on September 15, 1967, as the manager initiated the 6 months review system, six of eight employees were given increases, four receiving 10 cents per hour and two 15 cents per hour. About the middle of April 1968, just over 6 months after the September 15, 1967 increases, six of the employees received the increases in dispute, one receiving 10 cents an hour and five getting only 5 cents.

The briefs in support of the violation, make much over the fact that these latter increases came in April rather than in March. There is undisputed testimony of both Margaretten and the store manager that in the year 1968 the questionnaire on wages sent out from headquarters

called for a return not later than May 1, rather than April 1 as in previous years. The argument implies that if in fact there was any such questionnaire at all it might have been contrived as to the later date for the purpose of establishing a reason for the 1 month variance from the 6 months pattern previously set. The testimony of these two witnesses however is not in contradiction and I find that, for a reason not appearing in the evidence, return on the company's wage analysis questionnaires was called for one month later in 1968 than in previous years. This finding is dictated in part by the entirely reasonable conclusion that the variation from the March to April does not bear on the issue. Increases in March would have served Respondent's evil motivation, if it had one, in influencing the employees against the Union, as well as in April. In fact having the money in hand 2 or 3 weeks earlier, it can be argued, would have been better persuasion than the anticipation of cash in checks yet to be delivered. Furthermore there is nothing in the record to refute the store manager's testimony that he was hesitant about granting the increases due under the established pattern, because of the organization campaign underway in the store until he had conferred with the labor relations manager and Margaretten. He made the increases only after he was advised that under the circumstances the increases would be proper. The record is clear that the store manager made the two earlier 6-month periodic increases at his own discretion. No bad intention should be imputed to Respondent on the ground that the store manager sought advice of counsel under these circumstances.

Another factor in the determination of this issue is the rather meager amount by which the wages were increased. The April 1968 increases are small even by comparison with the increases granted in each of the two previous 6-month raises. Thus in the increases of September 15, 1967 (the wage raise immediately preceding the one in dispute) four employees received 10 cents and two received 15 cents; and 6 months earlier, in March 1967, six employees received 10 cents an hour. The increases in dispute allowed 10 cents to only one of the employees and 5 cents to each of the others. The employees in this store had good reason to believe, under this manager, that if they merited it they were entitled to increases as of about the time they got them. The law does not require an employer to invite ill will by denying a pay increase due his employees any more than it gives him the right to buy good will with increases not due.

Apart from the arguments that can now be made in retrospect, in the effort to get a bargaining order, there is nothing in the record to indicate that the employees, who were very wage conscious, would not have received the increases they got in April 1968. Those that they received, could not under the circumstances, have been any real inducement to oppose the Union, and cannot, therefore be regarded as having been made for this purpose. The contrary would be true if the increases had been considerably more generous, exceeding in some or all of the cases the, 10-cent increase allowed most in previous years, and denied them at the time of this increase. There are inevitably two lines of Board cases on this issue, one holding that the increases are unlawful because not made pursuant to established pattern; and the other line that they are lawful because pursuant to an established pattern of increases. I find this case controlled by the latter line of cases. Cf. *Post Houses, Inc.*, 161 NLRB 1159; also *Aircraft Engineering Corporation & Western, Inc.*, 172 NLRB No. 218. Of interest in this connection is the

decision of Administrative Judge David London, affirmed by the Board, involving this same Respondent at a different store, in the case of *W. T. Grant Company*, 174 NLRB No. 144. In the cited case the store policy also involved merit increases granted every 6 months. The Board found no violation in the grant of increases made during an organizational campaign. I recommend that the allegations of the complaint as to the wage increases in dispute be dismissed.

### B. The Refusal-To-Bargain Issue

I recommend that the allegations of the complaint that Respondent violated Section 8(a)(5) of the Act be dismissed on three separate grounds. First, in its totality, the testimony of Eldon T. Leedy, Executive Secretary of the Local Union, does not establish that he made a clear request for bargaining. The fact that he did not, is further supported by the testimony of Respondent's witnesses. On the issue of a request for recognition and bargaining the demeanor of Leedy on the stand made his testimony unconvincing and revealed a disinclination to meet the issue head-on. The request sought to be proven rests on a telephone conversation. Leedy was vague in his testimony, tending to lead to the conclusion that his knowledge as to the details of the case may also have been vague. Thus when asked on direct examination to give the substance of the telephone call, he answered "Well, I would only have one reason to call Mr. Brown in a case like that, that would be to assert." I cannot escape the impression from this answer that if he had been permitted to pursue that line, his testimony would not be so much a statement of his actual recollection as a statement of what the conversation should have been to show a demand for recognition and bargaining. On objection that his answer was not responsive to the question the witness was advised to try to state what he said and what Brown said. He then stated categorically but with some undue formality that he had asserted that the Union had signed up a majority of the people and asked for recognition. He continued, however, with somewhat irrelevant matter that tended to detract from the positiveness of his first assertion. In this answer he indicated that from previous experience in two elections with Respondent he knew that the Company would grant recognition only through an election and stated that he then went into a conversation as to whether or not a consent election would be worked out. This unpersuasive testimony given on direct examination was weakened further on cross-examination. There, on the direct question, "Did you say you had a majority of the people signed up in those words?" Leedy answered, "Normally I would say we have a majority." Then to the question "Did you say we want to be recognized, we want to negotiate?" The witness stated, "Nothing to that effect."

On the other hand Brown, in charge of labor relations for Respondent and the other party in the long distance telephone conversation, gave quite persuasive testimony as to many details of the conversation dealing first with what seems to be very plausible pleasantries, then details about an election. He categorically denied that Leedy ever asked that he recognize the Union; or that there was any request of Respondent to submit to proof of majority. Brown testified that he did not say the Company would not recognize the Union because there had been no request for recognition. While I recognize that Brown is a professional in the field of labor relations and therefore something of an expert as to what good testimony should

be in such a situation, he is probably no more of an expert than Leedy in the same field; and there is nothing whatever in his demeanor or otherwise to lead me to conclude that his testimony was any other than his best recollection of what actually was said. Furthermore, because of the weakness of the Leedy testimony as hereinbefore set forth, there is no sharp conflict between Brown's testimony and Leedy's. Absent a valid request for recognition there is no basis for finding a refusal to bargain.

The second reason for the dismissal of the refusal to bargain charge is that the unfair labor practices herein determined to have been committed by Respondent are not of the kind that will support a bargaining order in this kind of situation. Cf. *Hammond & Irving, Inc.*, 154 NLRB 1071.

The third ground for dismissal of the 8(a)(5), is that the evidence of a majority of employees within the appropriate unit involves action outside the 10(b) period. The majority established by the cards was one, — the Union had cards of five employees in a unit of nine.

In the case of *Goodyear Tire & Rubber Company*, 174 NLRB No. 167, the Board, apparently for the first time, applied the provisions of Section 10(b) of the Act to proof of majority by authorization cards. Insofar as the guidelines for application of 10(b) appear in *Goodyear*, that case seems to control this litigation. Thus in both *Goodyear* and the instant case the majority proven was by one card only; the cards, also, were all signed outside the 10(b) period. In addition "there has been some turnover in the unit" here as there, with one of the five employees who signed cards outside the 10(b) period, not an employee at the time of the trial. With this affirmative indication of a loss of one card there are no "cognizable facts which would obviate a showing of a majority status" at this time. Under the authority of the *Goodyear* case in which the Board could not find competent evidence to support a majority finding, I find and conclude that there is no competent evidence on which I can make a finding of majority within the critical period. Thus the 8(a)(5) allegations are unsupported.

### III. THE REMEDY

Having found that the Respondent has engaged in unfair labor practices, I shall recommend that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

### RECOMMENDED ORDER

Upon the entire record in this case and the foregoing Findings of Fact and Conclusions of Law, I recommend that W. T. Grant Company, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Coercively interrogating employees in regard to their union membership, activities, and sympathies.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of their right to self-organization, to form labor organizations, to join or assist Retail Store Employees Union Local 954, Retail Clerks International Association, AFL-CIO, or any labor 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 engaging in 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 by Section 8(a)(3) of the Act.

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

(a) Post in its store in Bellevue, Ohio, copies of the attached notice marked "Appendix."<sup>1</sup> Copies of said notice, to be furnished by the Regional Director for Region 8, after being duly signed by Respondent, shall be posted 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 such notices are not altered, defaced, or covered by any material.

(b) Notify the Regional Director for Region 8, in writing within 20 days from the receipt of this Decision, what steps it has taken to comply herewith.<sup>2</sup>

<sup>1</sup>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 "

<sup>2</sup>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 the 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** coercively interrogate employees regarding their Union membership, activities, or sympathies.

**WE WILL NOT** in any like or related manner interfere with, restrain, or coerce employees in the exercise of their right to self-organization, to form labor organization, to join or assist Retail Store Employees Union, Local 954, Retail Clerks International Association, AFL-CIO, or any labor 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 engaging in 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 by Section 8(a)(3) of the Act.

The law gives all our employees these rights:

- To organize themselves;
- To form, join, or help Unions;
- To bargain as a group through a representative they choose;
- To act together for collective bargaining or other mutual aid or protection; and
- To refuse to do any or all of these things.

We assure you that we will not interfere with you in the exercise of these rights.

W. T. GRANT COMPANY  
(Employer)

Dated	By	(Representative)	(Title)
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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, 1695 Federal Office Building 1240 East 9th Street, Cleveland, Ohio 44199, Telephone 522-3715.