

**S. S. Kresge Company and Retail Clerks Union, Local 899, Retail Clerks International Association AFL-CIO. Case 31-CA-2683**

September 27, 1972

**DECISION AND ORDER**

BY CHAIRMAN MILLER AND MEMBERS JENKINS AND KENNEDY

On June 21, 1972, Trial Examiner James R. Webster issued the attached Decision in this proceeding. Thereafter, Respondent filed exceptions 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, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the Trial Examiner's Decision in light of the exceptions and briefs and has decided to affirm the Trial Examiner's rulings, findings, and conclusions and to adopt his recommended Order.<sup>1</sup>

**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 Respondent, S. S. Kresge Company, Thousand Oaks, California, its officers, agents, successors, and assigns, shall take the action set forth in the Trial Examiner's recommended Order.

<sup>1</sup> Since the Trial Examiner did not specifically predicate his credibility findings on the demeanor of the witnesses, the Respondent urges us to reverse his factual findings, particularly as to the testimony of the General Counsel's principal witness, Jill Irvine. We have therefore carefully considered the evidence pertaining to the Respondent's allegations that Irvine's testimony given on the stand was either omitted from the affidavits given to the Board, or was inconsistent with such affidavits and the testimony of other witnesses of the General Counsel. We find that in some instances the testimony given by Irvine on the stand, which did not appear in her affidavit, was corroborated by other witnesses and in other instances related to insubstantial matters which, while relevant, are not essential to our findings. With respect to alleged inconsistencies between Irvine's testimony and her affidavits, and her testimony and other witnesses of the General Counsel, we find no basic inconsistency which would reflect on the accuracy or veracity of her testimony given at the hearing. Except for some confusion regarding the date when particular events occurred we find Irvine's testimony and affidavit consistent and, in fact, more consonant with the inherent probabilities existing in the case than the testimony of the Respondent's principal witness, Barbara Clary. We therefore find no reason for disturbing the credibility findings of the Trial Examiner.

**TRIAL EXAMINER'S DECISION**

**STATEMENT OF THE CASE**

JAMES R. WEBSTER, Trial Examiner: This case, with all parties represented, was heard in Los Angeles, California, on March 28, 29, and 30, 1972, on complaint of the General Counsel and answer of S. S. Kresge Company, herein referred to as Respondent. The complaint was issued on February 11, 1972, and amended on March 13, 1972, on a charge filed October 26, 1971. The complaint alleges that Respondent refused to change the workhours of employee Jill Irvine and discharged her because of her union activities, threatened and interrogated employees regarding union activities, and engaged in surveillance, thereby violating Section 8(a)(1) and (3) of the National Labor Relations Act, herein called the Act.

Briefs have been filed by the General Counsel and the Respondent and these have been carefully considered.

Upon the entire record and my observation of the witnesses, I hereby make the following:

**FINDINGS OF FACT**

**I THE BUSINESS OF THE RESPONDENT**

Respondent is a Michigan corporation engaged in the retail sale of goods and products through its stores located throughout the United States, including one located in the city of Thousand Oaks, California. Respondent does an annual gross volume of business in excess of \$500,000, and annually purchases, receives, and transports into California directly from points outside the State of California goods valued in excess of \$50,000.

I find that Respondent is an employer engaged in commerce and in an operation affecting commerce within the meaning of Section 2(2), (6), and (7) of the Act.

**II THE LABOR ORGANIZATION INVOLVED**

Retail Clerks Union, Local 899, Retail Clerks International Association, AFL-CIO, herein referred to as the Union, is a labor organization within the meaning of Section 2(5) of the Act.

**III THE ALLEGED UNFAIR LABOR PRACTICES**

**A. The Issues**

1. Whether Respondent refused to change the workhours of Jill Irvine from full time to part time and discharged her because of her union activities or because of a need for a full-time employee.

2. Whether Store Manager Raymond Halub engaged in illegal interrogation of employees regarding union activities.

3. Whether Personnel Supervisor Barbara Clary threatened employees that Respondent would no longer adjust work schedules if the employees supported the Union.

4. Whether supervisors of Respondent kept employees under surveillance in and around the store during their break periods and lunch periods.

### B. Alleged Surveillance

In the latter part of July 1971, Union Representative Ronald Shepley began soliciting employees of Respondent's Thousand Oaks store. In the first part of August, Store Manager Halub reported to Respondent's regional personnel manager, Donald Fritz, that union organizers were in the store. Fritz told him that "As long as the organizers were in the store, to keep track of them and see what they were doing"; he also told him "not to follow them into the grill area." Halub testified that he instructed Merchandising Assistant James Goudy and Operations Assistant Thomas Boender "to sort of keep track of them [the union representatives] in the store, is about all. It was only to keep track and not to follow."

Union Representative Shepley visited the store two or three times a week during the period of July through September 1971. When he entered the store, he would walk around through the store looking at merchandise and greeting employees. He did this for about one-half to three-quarters of an hour and then he would meet with employees during their coffee breaks and/or their lunch periods in the grill. The grill is located in the center and back part of the store. It is an area about 40 feet by 40 feet and can be viewed from the surrounding areas, as there are no walls separating it from other parts of the store.

When Merchandising Assistant James Goudy and Operations Assistant Thomas Boender observed Shepley in the store, they walked about in his vicinity as he moved about the store and when he entered the grill. While he was in the grill, Goudy and Boender would sit in one of the booths and usually have coffee.

I find that Goudy and Boender are supervisors within the meaning of the Act. They are salaried personnel and sit with Store Manager Halub at employee meetings. Goudy is responsible for the buying of merchandise for the various departments and regulates the control of investment. Boender works with the various department heads in the display of merchandise and the service for customers. They tell employees what to do in matters coming within their functions with Respondent.

I find that the activities of supervision in keeping Union Representative Shepley under observation while in the store did not constitute a violation of the Act: Shepley spent considerable time walking about the selling areas of the store while employees were on duty. On one occasion, a union representative accompanying Shepley picked up a store telephone and made an announcement over the public address system, thanking Store Manager Halub for a tour of the store. In the store grill, Shepley's solicitation of employees was observable by anyone inside or in the vicinity of the grill; it could not have been done privately due to the openness of the grill area. Supervisors frequent the grill and use the area for business purposes as well as for refreshments, and whether planned or not would have been in the grill much of the time that Shepley was there talking with employees on lunch and coffee breaks. There was no interference with union solicitation. Under the circumstances, I cannot find that the mere presence of supervisors in the grill while Shepley was there with nothing more constitutes a violation of the Act.<sup>1</sup>

### C. Discharge of Jill Irvine

Jill Irvine was employed by Respondent in March 1970. She was off work 1 month in May 1970, and when she returned in June 1970 she worked in the domestics department. She was employed as a part-time employee from June 1970 until June 1971. As a part-time employee, she worked from 5 or 6 p.m. to 10 p.m., Monday through Friday, and worked 8 hours on Saturday and/or Sunday. She was a student at Moorpark College in Moorpark, California.

In the latter part of May 1971, employee Mary Ann Garris, who was a full-time employee in the domestics department, asked Jill Irvine if she would like to trade hours with her during the summer months so that she could be at home with her daughter during the day, who would not be in school during these months. Irvine mentioned this to Jean MacIntyre, the employee who was in charge of the domestics department, and it was agreeable with her. Garris then went to Barbara Clary, the personnel supervisor, and told her that her daughter would be out of school during the summer and that she had talked to Jill Irvine about switching their schedules during these months. She asked Clary if they could do this and go back in the fall to their other schedule. Clary said "Yes, as long as we were able to work it out in the department." A few days later, MacIntyre asked Clary how she felt about Irvine and Garris switching schedules for the summer, and Clary said that it was fine with her. In June, Jill Irvine went to the office of Barbara Clary and asked her if Garris had spoken to her about a change of their hours for the summer months and Clary replied that she had and that it would be okay.

Irvine joined the Union on August 8, 1971, and thereafter often sat with Union Representative Shepley in the grill during her break and lunch periods.

In the early part of August, Store Manager Halub called a meeting of employees. He discussed store merchandising, rotation of stock, and the volume of business in the respective departments. He showed a film on company benefits and told the employees that he knew that some of them were interested in the Union, that in the film they were shown the benefits that they had, and that what the Union was offering them was just promises. At this meeting, Irvine asked him if a representative of the Union could come in and with a representative of the Respondent have a discussion with the employees. Halub answered that this would be against company policy.

In mid-August, as Irvine was leaving the store, she passed by employee George Shima and asked him if he would like to come to a union meeting at her house that evening. She was preparing to give him a sheet of directions to her house, and 10 a.m. to 7 p.m. and on Friday she was scheduled to work from 9 a.m. to 6 p.m. Personnel Supervisor Clary was not in the store that day. On Tuesday, September 14, Irvine arrived at the store at 1:57 p.m. That afternoon, Irvine went to the office of Clary and told her that at the beginning of

<sup>1</sup> *Oerite Management Co., Inc.*, 182 NLRB 722. *W. T. Grant Company*, 195 NLRB No. 183, cited by the General Counsel, is distinguishable on the basis of the harassment and intimidation of the union representative and discharged employees by the employer, which included a threat to call the police, unwarranted eviction, and visibly taking down names of employees sitting with the union representative in the restaurant.

the summer she and Garris had changed work he stated that she could not talk to him on the floor about this. Merchandising Assistant James Goudy came up and told her that if she wanted to discuss anything regarding the Union she would have to do it on her free time. She then told Goudy that as long as he was there she wanted him to know that she was 100 percent for the Union and had signed the card for the Union. He told her that that was her business and that it was her prerogative to make her choice concerning the Union.

About September 9, 1971, Irvine reminded Clary that she would be starting school in September 13. Clary told her that employee Cecile Lavoie was going on vacation and would be on vacation through September 14; therefore on September 13 and 14 they would need someone to cover in the domestics department; and that she was going to schedule Irvine from 1 to 10 p.m. on both of those days and she was to come to work as soon as she could after school.<sup>2</sup>

Respondent's workweek starts on Thursday and runs through the following Wednesday, and work schedules are made accordingly and are posted on Mondays for the following workweek.

On Monday, September 13, Irvine finished school at 1:30 p.m. and got to the store at 2:09 p.m. She observed the work schedule posted for the workweek of Thursday, September 16, through Wednesday, September 22, and noticed that on Thursday she was scheduled to work from from 10 a.m. to 7 p.m., and on Friday she was scheduled to work from 9 a.m. to 6 p.m. Personnel Supervisor Clary was not in the store at 1:57 p.m. That afternoon, Irvine went to the office of Clary and told her that at the beginning of the summer she and Garris had changed work schedules with the approval of management and with the understanding that she would change schedules again when school started. Clary asked Irvine if she had this agreement in writing. Irvine said no. Clary stated that K-Mart had scratched Irvine's back for 18 months and now it was her turn to scratch theirs. Irvine said she did not understand what Clary meant, and Clary replied that she was not dumb. Irvine said that if it had anything to do with the Union, it was all done on her own personal time and not on company time. Clary said she hoped Irvine would see the light but she had not done so, and that she took a knife and came right at their back; that Irvine was to work the hours scheduled and the Company could not change her hours to suit her needs; that if the Union were in the store she would not be able to juggle the hours the way she does now to fit the personal needs of the people. Irvine told Clary that she would come to work on Thursday as soon as she could after she got out of school. Irvine also said that she wanted to speak with Store Manager Halub. Clary said that this was not his decision but that it was the decision of all of management.

I find that the remarks of Clary's to Irvine are coercive and a violation of Section 8(a)(1) of the Act, in that the

context thereof is that Irvine's hours will not be changed because of her antiemployer union activities. In reaching this conclusion, I do not rely on Clary's statement that "if we had a union in the store, she wouldn't be able to juggle the hours the way she does now." I find this statement to be an expression of her opinion or prediction of restrictions that the Union might urge if it represented the employees. Clary denied making this statement about her prospective ability to juggle hours, but I discredit the denial; the statement is in context with her other remarks during this conversation.

Wednesday, September 15, was Irvine's day off. On Thursday, September 16, Irvine finished school at 1:30 p.m. and got to work at 2:15 p.m. Her timecard was not in the rack. She could not find Clary and she asked Halub why her timecard was not in the rack. He said that he did not know.

About 5 p.m., Irvine spoke to Clary in her office. She asked if she could have her timecard. Clary asked why she had come in late, and Irvine said that Clary knew she could not be there as she was in school. At this point, Irvine stated that she wanted to get someone to come in as a witness to the conversation. Clary said that she did not need a witness; that it was just between the two of them. Irvine, nevertheless, went out and got employee Jean MacIntyre, who was just checking out, to come in. Clary called Store Manager Halub into the room. Irvine asked why they were doing this to her and when was she going to get her part-time hours. Clary replied that she was not giving out any more special favors and that they were going to full-time help. Irvine said that it was not a special favor, that they had an agreement on the matter at the beginning of the summer. Clary stated that she did not have the agreement in writing. Irvine then said that she thought all of this happened because June Cozda of Respondent's regional personnel office came into the store on the preceding Saturday (September 11). Clary said that Cozda had nothing to do with it and that if Irvine wanted to call Cozda she would give her the telephone number. Irvine asked if there were any other part-time jobs in the store that she could have; Clary replied that it was the Company's prerogative to hire whom they wanted for these part-time hours.

On Friday, September 17, Irvine finished school at 2:30 p.m. and got to the store at about 3 p.m. Her timecard was not in the rack. She found Clary in the hardware department and asked where her timecard was. Clary asked why she was late. Irvine answered that it was because she had to go to school and that Clary knew this. Clary said that Irvine was going to have to work the hours scheduled, and that she did not want to discuss it further in the middle of the hardware department.

A little later, Irvine went to the office of Clary and was handed a note by Clary dated September 17, 1971, which stated, "You are expected to follow schedule that is posted on Mondays. No changing is permitted without my personal approval. I hope you understand clearly you will be expected to follow said schedule." After Irvine read the note, Clary asked her why she was late that day. Irvine stated that she had to go to school and that Clary knew that. Clary said that Irvine was going to have to work the schedule that was posted. Irvine said she could not work that schedule. Irvine asked if Clary was going to lay her off or was going to fire

<sup>2</sup> Irvine testified that Clary also said that after September 14, Irvine would go to part-time hours. Clary denied that the statement was made. I find that the statement was not made but that Irvine inferred it from Clary's statements regarding the need "to cover" in the domestics department during the absence of Lavoie on September 13 and 14, and from the fact that Clary did not schedule Irvine to start work on these days until the afternoon.

her. Clary said she was not going to lay her off but would fire her the next time she was late for work.

Irvine then went back to the grill and talked with Union Representative Ron Shepley. After a few moments, they went outside the front of the store where Shepley used a telephone. Halub came to where Irvine was standing and told her that he felt that this could be settled. Irvine told Halub that before she would go back to the office of Clary she wanted to get a witness for her own protection. Employee Ellen Small was just getting off work and Irvine asked her to be a witness. Then in the office of Clary and in the presence of Halub, Clary, and Small, Irvine asked Clary when she was going to get her part-time hours; that they had had an agreement that she could go full time in the summer and part time in the winter. Clary said she could not have part-time hours; that they needed a full-time person in the domestics department; that she could not grant special favors. Clary pointed to a sign posted in her office which stated, "No special favors." Irvine asked to see the policy in the Company's policy manual and if it meant that she was fired since she could not work the hours that were given to her. Clary said yes and prepared a separation form which stated as reason for termination that Irvine would not follow the schedule.

To replace Irvine, Clary transferred employee Doris Montgomery from housewares department to the domestics department. Montgomery is a full-time employee.

Respondent contends that a decision to change from a staff of three full-time employees and one part-time employee in the domestics department to four full-time employees was made by Store Manager Halub in August 1971.

One evening about the middle of August 1971, Halub was making a tour through the store when he noticed that the yarn supply in the needlework section of the domestics department was not filled and he stated to employee Garris, who was responsible for this section, that she was having a rough time keeping up with her section. She stated that she was and that she could not keep up with it working the hours (part-time hours) that she was working. A short time later, Halub told Clary that they needed more coverage in the needlework section and to see if Garris would work 40 hours a week.

Based on conversations that Clary had had with Garris in June, Clary had knowledge that Garris wanted to return to a full-time schedule in September when her daughter returned to school.

When Garris had worked full-time prior to June 1971, she rode to work with employee Mary Ferris. Ferris left the employ of Respondent during the summer of 1971. In August, Garris told Clary that she would not have a way to work during the day when school started in September. In the first part of September, Clary told Garris that she would look over the records of the employees who lived in Simi, California, and see if any had schedules so that Garris might have a way to work. Simi is about 12 miles from Thousand Oaks. A few days later, Clary told Garris that the employees who lived in Simi worked from 8 a.m. to 5 p.m. each day. Garris said that she could not come in at 8 a.m. because her daughter did not leave for school until almost 8:30 a.m. but that she could come to work at 9 a.m.

When the school term for Garris' daughter started in September, Garris was given her vacation to see if she could

work out a way to work. Her vacation started Sunday, September 19. Her timecard shows that she worked 7-1/2 hours on Saturday, September 25, and from 5:57 to 10:03 p.m. on Monday, September 27. On this Monday evening she observed that Mary Ferris was again working for Respondent. She told Clary that she would now have a way to work. On the workweek beginning Thursday, September 30, she started a full-time schedule. There was an improvement in the needlework section when Garris became a full-time employee.

#### D. Conclusions as to Discharge of Irvine

Irvine's strong feelings and actions on behalf of the Union were known to Respondent. The crux of the case is found in the conversation between Irvine and Clary on September 14. Respondent had accommodated Irvine during her period of employment by arranging for her a work schedule that fitted in with her school schedule. The record shows that Respondent's Personnel Supervisor Clary has endeavored to arrange work schedules for other employees that would accommodate personal matters. Mary Ann Garris was given a vacation so that she could see if she could arrange a ride to work; then her work schedule and that of Mary Ferris were arranged so that they could ride to work together and so that Garris would not have to leave home until her daughter had left for school. Respondent has in its employ 6 or 7 part-time students out of a total of about 80 employees, and Clary has arranged work schedules for them to permit them to attend school.

It is human for those who give favors to expect favors, and Irvine instead of returning Respondent's favors with opposition to the Union, was not only for the Union but strongly so. I find that the import of Clary's words to Irvine on September 14 is that as Irvine had reciprocated Respondent's favors by being a strong union advocate, Respondent's favors to her would cease, and she would not longer be given special consideration in the hours that she would work.

Respondent's principal contention is that the workload of the domestics department called for four full-time employees rather than three full-time employees and one part-time employee. As a part-time employee, Irvine was working 32 hours a week. The difference would be 8 hours a week. If 8 hours more work from Irvine was that important to Respondent, then it is unexplained why no consideration was given to scheduling Irvine for additional hours in the afternoon and evenings and weekends since the store is open until 10 p.m. six nights a week and until 7 p.m. on Sundays. But, Store Manager Halub's principal concern for more hours in the domestics department was in the needlework section where Garris worked. I do not find merit to Respondent's contention of economic justification, and I find that Respondent refused to give Irvine a work schedule that would permit her to attend school and that Respondent discharged her for her failure to work the hours given her all because of her activities in the Union.

#### E. Alleged Interrogation

The complaint alleges that Store Manager Halub interrogated employees regarding union activities. Employee Ce-

cile Lavoie testified that she had a conversation with Halub in the latter part of September 1971 in which he asked her if she had been to the union meeting of the night before or knew who had been. She also testified that she had another conversation with him in which he said that he felt that the Union had used Jill Irvine. In an affidavit that Lavoie gave to the Board, she stated that "Crisp and Mr. Halub questioned me on the Union and questioned me on the views and activities of fellow employees." She also stated therein that in a conversation she had with Crisp he said to her that "he felt sorry for Jill, that the union was using her as a guinea pig." Crisp is a nonsupervisory employee in charge of one of Respondent's departments. There is no mention in Lavoie's affidavit of a conversation of this nature with Halub; on redirect examination she testified that she had the same conversation with both Halub and Crisp on different occasions about the Union "using" Irvine. Halub denied any interrogation of Lavoie, but testified that in August he had had a conversation with her in which she stated she had heard from another employee that at a union meeting the president of the Union was fancily dressed and had a big "rock" on his finger.

In view of the confused state of Lavoie's testimony as to whether certain conversations were with Halub or with Crisp, I do not credit her attributing interrogation about union activities to Halub.

#### CONCLUSIONS OF LAW

1. By refusing to change the work schedule of Jim Irvine to accommodate her school schedule and by discharging her for refusal to work the hours assigned to her which conflicted with her school schedule because of her union activities, Respondent has engaged in an unfair labor practice affecting commerce within the meaning of Section 8(a)(3) and (1) and Section 2(6) and (7) of the Act.

2. By threatening an employee that her workhours will not be changed because of her union activities, Respondent has engaged in an unfair labor practice within the meaning of Section 8(a)(1) and 2(6) and (7) of the Act.

3. Respondent has engaged in no illegal interrogation or surveillance as alleged in paragraphs 10(a) and (b) of the complaint.

#### REMEDY

In order to effectuate the policies of the Act, I recommend that the Respondent be ordered to cease and desist from the unfair labor practices found and from like or related invasions of the employees' rights as set forth in Section 7 of the Act, and to take certain affirmative action.

I recommend that Respondent be ordered to offer full reinstatement to Jill Irvine, with backpay computed on a quarterly basis, less net earnings and plus interest at 6 percent per annum as prescribed in *F. W. Woolworth Company*, 90 NLRB 289, and *Isis Plumbing and Heating Company*, 138 NLRB 716, from date of discharge to date reinstatement is offered, and that her hours of work be scheduled to accommodate her school schedule, as I find would have been done in the absence of her union activities. Loss of wages, if any, should be computed on the basis of this schedule.

Upon the foregoing findings of fact, conclusions of law, and the entire record, and pursuant to Section 10(c) of the Act, I hereby issue the following recommended:<sup>3</sup>

#### ORDER

S. S. Kresge, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discharging or otherwise discriminating against any employee for supporting Retail Clerks Union, Local 899, Retail Clerks International Association, AFL-CIO, or any other Union.

(b) Threatening employees that their hours of work will not be changed because of their union activities.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of their rights guaranteed in Section 7 of the Act.

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

(a) Offer Jill Irvine immediate and full reinstatement to her former job or, if said job no longer exists, to a substantially equivalent position, without prejudice to her seniority or other rights or privileges, and to arrange a work schedule that does not conflict with her school schedule, and make her whole for any lost earnings in the manner set forth in the section of the Trial Examiner's Decision entitled "Remedy."

(b) Notify immediately the above-named individual, if presently serving in the Armed Forces of the United States, of the right to full reinstatement, upon application after discharge from the Armed Forces, in accordance with the Selective Service Act and the Universal Military and Training Service Act.

(c) Preserve and, upon request, make available to the Board or its agent, for examination or copying, all payroll records, social security payment records, timecards, personnel records and reports, and all records necessary to analyze the amount of backpay due under the terms of this Order.

(d) Post at its store in Thousand Oaks, California, copies of the attached notice marked "Appendix."<sup>4</sup> Copies of the notice, on forms provided by the Regional Director for Region 31, shall be posted by the Respondent immediately upon receipt thereof, and be maintained 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 the notices are not altered, defaced, or covered by any other material.

<sup>3</sup> In the event no exceptions are filed as provided by Sec 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and order, and all objections thereto shall be deemed waived for all purposes.

<sup>4</sup> In the event that the Board's Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall be changed to read "Posted pursuant to a Judgment of the United States Court of Appeals enforcing an Order of the National Labor Relations Board."

(e) Notify the Regional Director, in writing, within 20 days from the date of this Order, what steps Respondent has taken to comply herewith.<sup>5</sup>

IT IS ALSO ORDERED that the complaint be dismissed insofar as it alleges violations of the Act not specifically found.

<sup>5</sup> In the event that this recommended Order is adopted by the Board after exceptions have been filed, this provision shall be modified to read: "Notify the Regional Director for Region 31, in writing, within 20 days from the date of this Order, what steps the Respondent has taken to comply herewith."

#### APPENDIX

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

The National Labor Relations Board, having found, after a trial, that we violated Federal law by discharging an employee for supporting a union:

WE WILL offer full reinstatement to Jill Irvine with backpay plus 6-percent interest, and we will schedule her hours of work so that she will be able to attend school.

WE WILL NOT discharge or discriminate against any employee for joining or supporting Retail Clerks Union, Local 899, Retail Clerks International Association, AFL-CIO, or any other union.

WE WILL NOT threaten employees that their work-hours cannot be changed because of their union activities.

WE WILL NOT unlawfully interfere with your union activities.

S. S. KRESGE COMPANY  
(Employer)

Dated \_\_\_\_\_ By \_\_\_\_\_ (Representative) \_\_\_\_\_ (Title)

We will notify immediately the above-named individual, if presently serving in the Armed Forces of the United States, of the right to full reinstatement, upon application after discharge from the Armed Forces, in accordance with the Selective Service Act and the Universal Military Training and Service Act.

This is an official notice and must not be defaced by anyone.

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, Federal Building, Room 12100, 11000 Wilshire Boulevard, Los Angeles, California 90024, Telephone 824-7357.