E. L. Rice and Company of Southgate, Inc. *and* Retail Store Employees Union Local No. 876, Retail Clerks International Association, AFL–CIO. Case 7–CA–10806

September 30, 1974

DECISION AND ORDER

BY CHAIRMAN MILLER AND MEMBERS FANNING AND PENELLO

On June 25, 1974, Administrative Law Judge Abraham H. Maller issued the attached Decision in this proceeding. Thereafter, Respondent filed exceptions and a supporting brief, and the General Counsel and Charging Party filed answering briefs in support of the Administrative Law Judge'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 attached Decision in light of the exceptions and briefs [1] and has decided to affirm the rulings, findings, and conclusions of the Administrative Law Judge and to adopt his recommended Order.

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 Administrative Law Judge and hereby orders that Respondent, E. L. Rice and Company of Southgate, Inc., Southgate, Michigan, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order.

[1] Respondent's request for oral argument is hereby denied as the record, exceptions, and briefs adequately present the issues and positions of the parties

DECISION

ABRAHAM H. MALLER, Administrative Law Judge: On February 5, 1974, the Regional Director for Region 7 of the National Labor Relations Board, herein called the Board, issued on behalf of the General Counsel a complaint against E. L. Rice and Company of Southgate, Inc., herein called the Respondent. The complaint was issued upon a charge filed on December 27, 1973, by Retail Store Employees Union Local No. 876, Retail Clerks International Association, AFL-CIO, herein called the Union. Essentially, the complaint alleges that on or about October 17, 1973, the Respondent signed an agreement recognizing the Union as the exclusive collective-bargaining representative of Respondent's employees in the following appropriate unit: All employees of the Respondent employed at its store located at 16700 West Fort, Southgate, Michigan; but excluding warehouse employees, clerical employees, managerial employees, and guards and supervisors as defined in the Act; that since on or about December 5, 1973, and at all times since then, Respondent has refused, and continues to refuse, to bargain collectively with the Union as the exclusive bargaining representative of all the employees in said unit, by refusing to recognize and bargain with the Union and by repudiating the recognition agreement, in violation of Section 8(a)(5) and (1) of the National Labor Relations Act, as amended (29 U.S.C Sec. 151, *et seq.*), herein called the Act. In its duly filed answer, the Respondent denied any violations of the Act. Affirmatively, the Respondent alleged that the execution of the recognition agreement was induced by the false and fraudulent representations of the Union's representatives; that at no time has any credible evidence been provided to the Respondent that the Union enjoyed the support of a majority of the Respondent's employees in the proposed bargaining unit; that prior to, and at all times after, December 5, 1973, the Respondent has had real, good-faith doubts as to whether the Union had majority support among Respondent's employees in the proposed bargaining unit when the recognition agreement was executed.

Pursuant to notice, a hearing was held before me at Detroit, Michigan, on March 8 and 11, 1974. Both parties were represented at the hearing and were afforded full opportunity to be heard, to introduce relevant evidence, to present oral argument, and to file briefs with me. Briefs were filed by both parties on or before April 11, 1974. Upon consideration of the entire record [1] and the briefs, and upon my observation of each of the witnesses, I make the following:

FINDINGS OF FACT

I THE BUSINESS OF THE RESPONDENT

Respondent is, and has been at all times material herein, a corporation duly organized under, and existing by virtue of, the laws of the State of Michigan. At all times material herein, Respondent has maintained its only office and place of business at 16700 West Fort Street in the city of Southgate, and State of Michigan, herein called the Southgate store. Respondent is, and has been at all times material herein, engaged in the operation of a retail department store in Southgate, Michigan. From the period starting on or about July 21, 1973, when the Southgate store opened, Respondent has been making sales in an amount that, if projected on an annual basis, would amount to in excess of $500,000, of which in excess of $100,000 would be in goods and materials that would be shipped to Respondent's Southgate, Michigan, store directly from points outside the State of Michigan. Accordingly, I find and conclude that

[1] The General Counsel has filed a motion to correct the record in certain particulars No opposition to said motion has been received Upon consideration of the motion, it is hereby ordered that said motion be and it is hereby granted and that the record be corrected as requested.

Respondent is now and has been at all times material herein an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and that it will effectuate the policies of the Board to assert jurisdiction here.

II THE LABOR ORGANIZATION INVOLVED

Retail Store Employees Union Local No. 876, Retail Clerks International Association, AFL–CIO, is now, and has been at all times material herein, a labor organization within the meaning of Section 2(5) of the Act.

III THE ISSUE

Having voluntarily agreed to recognize the Union as the collective-bargaining representative of its employees in an appropriate unit, may the Respondent repudiate such agreement absent a showing that the Union did not represent a majority of the employees in said unit?

IV THE ALLEGED UNFAIR LABOR PRACTICES

A. *The Appropriate Unit*

The complaint alleges, the Respondent's answer admits, and I find that the following constitutes a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

> All employees of the Respondent employed at its store located 16700 West Fort Street, Southgate, Michigan; but excluding warehouse employees, office clerical employees, managerial employees, and guards and supervisors as defined in the Act.

B. *The Facts*

Early in October 1973, Union President Horace Brown and Business Representative Joseph Ferrante met with Norman Allan, president of the Respondent.[2] Brown and Ferrante told Allan that the Union represented a majority of the employees at the Southgate store. Allan replied that he had no objection as long as the Union represented a majority. On October 16, the Union reduced its demand for recognition to writing, and Ferrante presented it to Peter Uram, manager of the Southgate store. Uram read it and said, "There will be no problem here. Mr. Norman Allan went through this recently with the Teamsters and I believe you will have no problem whatsoever." Later that day, Ferrante and President Allan made arrangements for an impartial card check of the Union's authorization cards.

The card check occurred on October 17 at President Allan's office at the Wyoming Street store in Detroit. Present were Allan, his son, Vice President Larry Allan, Respondent's comptroller, Leonard Gray, Union Officials Ferrante and Davis, and Monsignor Clement Kern who was selected to conduct the card check. As a means of checking the cards, Respondent produced a computer printout of its payroll at the Southgate store. However, the printout contained the names of all employees, including managerial, warehouse, and janitorial, but contained no designation as to the various positions of the employees. Although the payroll printout had 62 names on it, President Allan admitted that Comptroller Gray had told him that by his count only 48 of the employees fell within the proposed unit.[3]

Monsignor Kern was given 30 union cards by Ferrante, and checked them against the payroll printout. He then typed up and handed to the parties the following statement:

> On the 17th day of October 1973, I was invited by Joe Ferrante of Local 876 and Norman Allen of the E. L. Rice Company to conduct a Card Check to determine the Union affiliation of Employees at the Rice Company.
>
> I verify that thirty (30) people listed on the list of Employees furnished by the Company, were signed on the Union cards.
>
> The Employer list of the Company contained 62 names and there was no way of distinguishing from the list furnished the classification of workers.
>
> This card check was conducted in the Office of Norman Allen the President and present during the check was his son and Joseph Ferrante and Ruth Davis.

Nevertheless, after the conclusion of the card check, Ferrante stated to President Allan, "According to this, we have a majority of the clerks and cashiers." President Allan replied, "All right." The union representative then presented Allan with a recognition agreement for his signature. Allan indicated that he wanted to have the recognition agreement reviewed by his attorney. President Allan did so and, after making some written insertions therein, signed the agreement and returned it to Ferrante.

The recognition agreement reads as follows:

RECOGNITION AGREEMENT

> This Agreement made and entered into this *17* day of *October,* 19*73*, effective this *18* day of *October,* 19 , by and between *E. L. Rice & Company, 16700 W. Fort Southgate Mich.* a Michigan corporation, its successors and assigns, hereinafter referred to as the "Employer" and *Retail Store Employee's Union Local #876.,* its successors and assigns, hereinafter referred to as the "Union."
>
> 1. The Employer recognizes the Union as the exclusive representative of all the Employer's employees, at

[2] In addition to being president of the Respondent, Norman Allan is also president of three other "E L Rice" corporations, *viz,* E L Rice and Company of Drayton Plains, Inc , E L. Rice and Company of Arizona, Inc , and E L Rice and Company, Inc Allan's office is at the office of the last named company on Wyoming Street in Detroit, Michigan

[3] Although President Allan testified that he did not recall whether this information came to him before or after the card check, it is clear from his pretrial affidavit that he received the information before the card check That there were only 48 employees in the unit is substantiated by Respondent's petition for an election

16700 W. Fort, Southgate, Michigan excepting only *Manager, Asst St. Mgr. Warehouse Emp & Mgr, Guards & any other Supervisor as defined by the Act. & All managerial and office employees* and supervisors within the meaning of the National Labor Relations Act, as amended, for the purposes of collective bargaining with respect to wages, hours and all other conditions of employment, the Union representing a majority of said employees. The Employer acknowledges that the Union represents a majority of employees in such bargaining unit.

2. The parties will forthwith enter into good faith collective bargaining and negotiations to effect a collective bargaining agreement respecting the said employees and their wages, hours and all other conditions of employment.

3. All wages, hours and conditions of employment shall be maintained at not less than the minimum standards in effect at the effective date of this agreement except as the parties may otherwise modify the same.

About a week or two after signing the recognition agreement, President Allan received a telephone call from Ferrante who told him that he was having trouble with an employee named Pam McGinnis who was talking against the Union and that he wanted Allan to move her to a different position. President Allan complied by transferring McGinnis to management. Approximately a week later, Allan received another telephone call from Ferrante complaining that the jewelry manager was also speaking against the Union. Allan called the jewelry manager and instructed her not to say anything about the Union.

On or about November 16, Respondent received contract proposals from the Union. In the early part of December, President Allan returned to the firm of attorneys representing the Respondent, and, according to Allan, asked to speak to "someone who understands labor law," and was referred to Attorney Lewis who represented the Respondent at the hearing Attorney Lewis advised Allan not to bargain with the Union, but to file a petition for an election, which the Respondent did on December 17.[4] In the meantime, on December 10, President Allan's son held a meeting with the employees of the Southgate store in which he told them that, with or without the Union, any raises would be retroactive to October 1. Later that month, President Allan had lunch with Union President Brown, at which he told Brown that the Respondent was not going to continue to recognize the Union as the exclusive bargaining representative "because it was a very big doubt in my mind whether he had a majority."

C. *Respondent's Defenses*

Although Respondent admits that it voluntarily signed the recognition agreement, it contends that it was misled by the Union's claim of majority; that no proof of majority was ever given to the Respondent;[5] that, after signing the agreement, it began to entertain good-faith doubts as to the Union's majority; and that such doubts were engendered by the following circumstances. President Allan was informed by Manager Uram that he got a lot of "feedback" from people who had signed cards as well as from those who had not signed[6] and that the Union was somewhat later trying to organize the Wyoming Street store and claimed a majority, but a card check disproved the Union's claim as to that store.

D. *Conclusions*

The Board's recent decision in *Moisi & Son Trucking, Inc.*, 197 NLRB 198 (1972), is dispositive of the instant proceeding. In that case there was no card check; rather, the respondent did not question the union's representation that it represented a majority of the respondent's employees. This is clearly set forth (197 NLRB at 199):

> On October 28, 1970, Respondent Company's president, Joseph Moisi, and the Union's secretary-treasurer, Kelly Drake, had lunch together. In the course of this luncheon meeting, Drake represented to Moisi that he had obtained a sufficient number of signed Union authorization cards from the employees designating the Union as their collective-bargaining agent, whereupon Drake requested Moisi to recognize the Union with a view to beginning negotiations. When Moisi asked Drake to show him the signed authorization cards, Drake, according to Moisi, declined, stating it was not the practice of the Union to do so and besides, added Drake, Moisi knew him long enough to trust him, to which Moisi agreed, asking Drake, "What do we do?" Drake, however, testified on his cross-examination, that Moisi had never requested that he be shown the signed cards but that Moisi told him if the drivers wanted the Union, he would "recognize and negotiate a contract . . ." In answer to Moisi's question, "What do we do?" Drake told Moisi it would be necessary, in order to avoid holding the Board representation hearing scheduled for November 2, that Moisi write a letter to the Union recognizing it, to which Moisi agreed. [Footnotes omitted.]

Two days later, the respondent in *Moisi* sent the union a letter in which it recognized the union as the exclusive bargaining agent of its drivers. Later, the respondent refused to negotiate with the union.

In affirming the Trial Examiner's Decision that the respondent had violated Section 8(a)(5) of the Act by repudiating its recognition of the union, the Board said at footnote 2 of its Decision:

[4] The petition was subsequently dismissed by the Regional Director.

[5] Respondent also relies on the fact that the signatures to the Union's authorization cards relating to Southgate were never authenticated

[6] Manager Uram testified that three girls came to his office and asked what he knew about the Union and that two other girls had told him that they thought they were signing the union cards to have a meeting. President Allan admitted that he personally never spoke to the employees at Southgate about the Union

> Respondent, as a defense to the 8(a)(5) allegations of the complaint, asserts that the General Counsel failed to establish that the Union ever enjoyed majority status. Once an employer has extended voluntary recognition to a union, however, he will not be heard subsequently to challenge its majority status in an 8(a)(5) proceeding unless he introduces affirmative evidence proving a lack of majority at the time of the recognition agreement. No such evidence was adduced by Respondent in this case. Although counsel for Respondent was advised at the hearing that the original authorization cards were no longer in existence and was further advised by the Trial Examiner that he had a right to pursue the matter of whether the Union had misrepresented its majority status, he made no effort to offer any affirmative evidence to that effect.

As in *Moisi*, the Respondent in the instant proceeding accepted the Union's statement that it represented a majority of Respondent's employees in the appropriate unit at the Southgate store, despite Monsignor Kern's written statement that he could not determine the majority from the documents presented to him.[7]

As in *Moisi*, the Respondent in the instant proceeding did not introduce "affirmative evidence proving a lack of majority at the time of the recognition agreement" (*Moisi, supra*). The only evidence offered by the Respondent in this regard falls far short of any such showing. As indicated above, Manager Uram testified only that three girls came to his office and asked him what he knew about the Union and that two other girls told him that they thought that they were signing the union cards to have a meeting. No evidence was offered as to whether the effect of the union authorization cards, which were clear and unambiguous on their face, was misrepresented to these employees by the solicitors of the cards. *Cumberland Shoe Corporation,* 144 NLRB 1268 (1963); *Levi Strauss & Co.,* 172 NLRB 732 (1968), approved in principle *N.L.R.B.* v. *Gissel Packing Co., Inc.*, 395 U.S. 575, 584 (1969). And, as previously noted, President Allan admitted that he, himself, had never spoken to any of the employees at the Southgate store.

Nor does the fact that the Union was subsequently unable to establish its claim of majority status at the Wyoming Street store prove that it did not have a majority at the Southgate store. Indeed, what may have happened at the Wyoming Street store was entirely irrelevant. It was a different store; the employees were different; and the extent of organization may not have been the same.[8]

It is clear from the record that the Respondent had no doubt as to the Union's majority when it signed the recognition agreement. Had it then entertained any doubt, indeed regardless of its view of the matter, it could have insisted on an election. *N.L.R.B.* v. *Gissel Packing Co., supra.* But it did not do so. Instead, it voluntarily recognized the Union. No duress was practiced on the Respondent. There was not even the threat of a strike. To the contrary, as Monsignor Kern observed, the atmosphere was amiable, and President Allan took the precaution of securing legal advice before signing the recognition agreement.[9] The doubt upon which it now purports to rely admittedly developed later—after the Union's demands had been submitted to the Respondent—and is based on scanty, secondhand information which President Allen did not attempt to verify.[10] Plainly,

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[7] In this connection, it is noted that the Respondent did not submit to Monsignor Kern samples of the employees' signatures so that he could check them against the Union's authorization cards. And although Respondent gave Monsignor Kern a payroll printout of all of the employees at the Southgate store, it did not indicate which of the employees listed on the printout were managerial, clerical, warehousemen, or janitorial employees. Monsignor Kern testified that he raised no question about these deficiencies in the usual manner of making a card check because the atmosphere was "amiable." Suffice it to say that Respondent was not at that time insisting upon a more meaningful card check.

[8] Indeed, Respondent recognizes that what happened at the Wyoming Street store did not affect the question of the Union's majority at the Southgate store. At page 20 of its brief, Respondent states:

> While these events [what happened at the Wyoming Street store] are not a direct indication of the validity or authenticity of the union authorization cards obtained by the Charging Union at the Respondent's Southgate store, which is in issue here. . . .

[9] Respondent attempted to portray President Allan as a naive, illiterate neophyte, pointing to his testimony:

> Q. (By Mr. Lewis): Mr. Allan, this document as you just read for the record states that the Union represents a majority of the employees. When you read this document did you direct your attention to that phrase?
> A. No.
> Q. Did you understand that there was any particular significance to that phrase?
> A. No.
> Q. As you testified, under examination from Mr. Meadows, you took this document to one of your own attorneys?
> A. Yes.
> Q. And had it reviewed. At that time was your attention drawn to the word "majority"?
> A. No.

I find it difficult to beleive that the president of four corporations, operating department stores in metropolitan areas, was as unsophisticated as he attempted to portray himself. I do not credit this testimony.

[10] Despite the reports which President Allan received from Manager Uram, he continued his interest in bargaining with the Union, at least until he received the Union's proposals. Thus:

> JUDGE MALLER: Now what I asked you was did you have any conversations with Mr. Ferrante between the time, October 17, when you signed the recognition agreement, and the time you received the union proposals which are identified as General Counsel's exhibit 38 [approximately November 16]?
> THE WITNESS: Oh, yes, I talked to him prior to that because it was prior to that we had this meeting in my office on Wyoming.
> JUDGE MALLER. Forgetting Wyoming, did you talk to him about Southgate?
> THE WITNESS: At Wyoming we did, yes.
> JUDGE MALLER: What did you say to him at Wyoming?
> THE WITNESS:When are we getting together to work on the proposals I received?
> JUDGE MALLER: Who said that?
> THE WITNESS: I said that to him.
> JUDGE MALLER: You said it to him?
> THE WITNESS: Yes.
> JUDGE MALLER: What did he say to you?
> THE WITNESS He said, "We'll get together. Don't worry."

Later, on cross-examination, the following colloquy occurred:

> Q. (By Mr. Meadows) Mr. Allan, you spoke of a conversation with

Continued

the Respondent did not attempt to meet the burden which the Board in *Moist* placed upon it. "Once an employer has extended voluntary recognition to a union, however, he will not be heard subsequently to challenge its majority status in an 8(a)(5) proceeding unless he introduces affirmative evidence proving a lack of majority at the time of the recognition agreement."

The essence of Respondent's argument is:

> [I]n the absence of a valid card check which established majority support for the union the execution of a recognition agreement, as well as continued recognition of the union as the exclusive bargaining representative of the employees and the execution of a collective bargaining agreement, would constitute an unfair labor practice under Section 8(a)(2) of the Act, as urged by the employer in the *Montgomery Ward* case [399 F.2d 409], if the employer's subsequent doubts about the union's majority status turned out to be well-founded. The *Garment Workers'* case [366 U.S. 731] clearly dictates this conclusion, notwithstanding the employers good faith belief that the union enjoyed the support of a majority of the employees. (Br., p. 17)

The fallacy in the above argument is that no decertification petition has been filed by the employees in this case; indeed, not a single employee testified in this case that he signed his card because of misrepresentation by the Union's solicitor, that he was coerced into signing, or that he had changed his mind after signing the union authorization card; and no other union has claimed to represent the employees in the bargaining unit. Under these circumstances, Respondent's purported fear of violating Section 8(a)(2) of the Act has been conjured up as a pretext and is wholly without substance. I therefore find and conclude that the Respondent by refusing to recognize and bargain with the Union and by repudiating the recognition agreement violated Section 8(a)(5) and (1) of the Act.

V THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of the Respondent set forth in section IV, above, occurring in connection with the operations of the Respondent set forth in section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow thereof.

VI THE REMEDY

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

Having found that the Respondent refused to recognize and bargain with the Union and repudiated the recognition agreement in violation of Section 8(a)(5) and (1) of the Act, I shall recommend that it be ordered to recognize the Union as the exclusive representative of all its employees in the appropriate unit described above and, upon request, to bargain in good faith with the Union as the exclusive representative of said employees with regard 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.

CONCLUSIONS OF LAW

1. Respondent is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.
2. The Union is a labor organization within the meaning of Section 2(5) of the Act.
3. The unit set forth in section IV, above, constitutes an appropriate unit for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.
4. The Union is, and at all times material herein, has been the exclusive representative of the employees in the aforesaid appropriate unit for the purpose of collective bargaining within the meaning of Section 9(a) of the Act.
5. By refusing to recognize and bargain with the Union and by repudiating the recognition agreement, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act.
6. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

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:

ORDER [11]

E. L. Rice and Company of Southgate, Inc., its officers, agents, successors, and assigns, shall:

1 Cease and desist from.

(a) Failing and refusing to recognize and, upon request, bargain collectively with Retail Store Employees Union Local No. 876, Retail Clerks International Association, AFL–CIO, as the exclusive representative of its employees in the appropriate unit described below with respect to rates of

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Mr Ferrante "When are we going to get together on these proposals" I assume from that statement, conversation with Mr Ferrante took place after you received the proposals?

A No When he was in my place I don't know if I got it at that time. That's what I'm trying to pinpoint chronologically But I'm the one that approached him I said, "When are we going to get together to talk about the bargaining of the contract" If that was after or before I cannot specifically put my finger on it

While President Allan's testimony as to when this conversation occurred is vague and contradictory, it is clear that President Allan did not entertain or express any doubts as to the Union's majority before he received the Union's proposals

[11] 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, by adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes

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. The bargaining unit is.

> All employees of E. L. Rice and Company of Southgate, Inc., employed at its store located at 16700 West Fort Street, Southgate, Michigan, but excluding warehouse employees, office clerical employees, managerial employees, and guards and supervisors as defined in the Act.

(b) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of their right to self-organization, to form, join, or assist 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 any and all such activities, except to the extent that such right is affected by the proviso to Section 8(a)(3) of the Act.

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

(a) Recognize and, upon request, bargain collectively with Retail Store Employees Union Local No. 876, Retail Clerks International Association, AFL–CIO, as the exclusive representative of the employees in the aforesaid appropriate unit with respect to rates of pay, wages, hours of work, and other terms and conditions of employment, and if an understanding is reached, embody such understanding in a signed agreement.

(b) Post at its store in Southgate, Michigan, copies of the attached notice marked "Appendix." [12] Copies of the notice, on forms provided by the Regional Director for Region 7, after being duly signed by an authorized representative of the Respondent, shall be posted by the Respondent 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 the Regional Director for Region 7, in writing, within 20 days of the receipt of this Decision, what steps Respondent has taken to comply herewith.

[12] 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 read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

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

WE WILL NOT fail or refuse to recognize and, upon request, bargain collectively with Retail Store Employees Union Local No. 876, Retail Clerks International Association, AFL–CIO, as the exclusive representative of our employees in the appropriate 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. The bargaining unit is:

> All of our employees employed at our store located at 16700 West Fort Street, Southgate, Michigan; but excluding warehouse employees, office clerical employees, managerial employees, and guards and supervisors as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form, join, or assist 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 any and all such activities, except to the extent that such right is affected by the proviso to Section 8(a)(3) of the Act

WE WILL recognize and, upon request, bargain collectively with Retail Store Employees Union Local No. 876, Retail Clerks International Association, AFL–CIO, as the exclusive representative of our employees in the appropriate unit described above 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.

E L. RICE AND COMPANY OF SOUTHGATE, INC.
(Employer)

Dated By
(Representative) (Title)

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

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, 500 Book Building, 1249 Washington Boulevard, Detroit, Michigan 48226, Telephone 313–226–3200.