J. Weingarten, Inc. *and* Retail Clerks Union, Local Union No. 455, Retail Clerks International Association, AFL–CIO. Case 23–CA–4401

March 16, 1973

DECISION AND ORDER

On November 21, 1972, Administrative Law Judge Joseph I. Nachman issued the attached Decision in this proceeding. Thereafter, the General Counsel and the Respondent filed exceptions and supporting briefs.

The Board has considered the record and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings,[1] and conclusions of the Administrative Law Judge and to adopt his recommended Order.[2]

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, J. Weingarten, Inc., Houston, Texas, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order and that the complaint herein, to the extent that it alleges a violation of Section 8(a)(5) of the Act, be, and it hereby is, dismissed; provided however, that:

Jurisdiction of this proceeding is hereby retained for the limited purposes stated in The Remedy section of the attached Decision.

[1] We note and correct the following error in that section of the Administrative Law Judge's Decision entitled "Findings of Fact" which in no way affects the results of this case The Administrative Law Judge correctly found that Collins testified that her request that a representative of the Union be present was refused, but stated that her request was allegedly refused by Perry, rather than by York

[2] Members Fanning and Jenkins, for the reasons set forth in their dissents in *Collyer Insulated Wire,* 192 NLRB No 150, and *Radioear Corporation,* 199 NLRB No 137, dissent from the recommendation of the Administrative Law Judge that the alleged 8(a)(5) violation be deferred to arbitration and they would proceed to determine the dispute on its merits

Member Kennedy, for the reasons set forth in his dissenting opinions in *Quality Manufacturing Company,* 195 NLRB No 42, and *Mobil Oil Corporation,* 196 NLRB No 144, dissents from the conclusion of the Administrative Law Judge that the Respondent engaged in unfair labor practices proscribed by Sec 8(a)(1) of the Act by denying Collins' request for union representation during her interview

Member Penello would also dismiss the 8(a)(1) allegation because it is clear from the record that Respondent was merely conducting an investigative rather than a disciplinary interview. See *Western Electric Company, Hawthorne Works,* 198 NLRB No 82, and *National Can Corporation,* 200 NLRB No 156

DECISION

STATEMENT OF THE CASE

JOSEPH I. NACHMAN, Administrative Law Judge: This case tried before me at Houston, Texas, on September 28,[1] with all parties present and duly represented, involves a complaint[2] pursuant to Section 10(b) of the National Labor Relations Act, as amended (herein the Act), which alleges in substance that J. Weingarten, Inc. (herein Respondent or Company), (a) in the course of interviewing Leura Collins, an employee whom Respondent suspected of having engaged in an act of dishonesty, refused Collins' request that a representative of Retail Clerks Union, Local No. 455, Retail Clerks International Association, AFL–CIO (herein Union or Local 455), the collective-bargaining representative of Respondent's employees in an appropriate unit, be present at such interview, thereby violating Section 8(a)(1) of the Act, and (b) unilaterally changed a term and condition of employment of employees in the unit represented by Local 455, thereby violating Section 8(a)(5) of the Act. For reasons hereafter stated I find and conclude that Respondent violated Section 8(a)(1) of the Act by denying Collins' request for union representation at her interview, and that the issue with respect to the alleged violation of Section 8(a)(5) of the Act should be deferred to arbitration in accordance with the agreement of the parties.

At the trial all parties were afforded full opportunity to examine and cross-examine witnesses, to introduce relevant and material evidence, to argue orally on the record, and to submit briefs. Oral argument was waived. Briefs submitted by the General Counsel and Respondent, respectively, have been duly considered. Upon the pleadings, stipulations of counsel, the evidence, including my observation of the demeanor of the witnesses while testifying, I make the following:

FINDINGS OF FACT[3]

I. THE UNFAIR LABOR PRACTICES ALLEGED

A. *Background*

Respondent operates a chain of approximately 100 retail stores. Some years ago each store had a lunch counter, but, as new stores opened, so-called lobby operations were substituted for the lunch counter operation. The Union has been recognized for many years as the collective-bargaining representative of Respondent's sales personnel. The

[1] This and all dates herein are 1972, unless otherwise stated

[2] Issued August 8, on a charge filed June 20, and amended July 17.

[3] No issue of commerce or labor organization is presented The complaint alleges, and by answer Respondent admitted, facts which establish those jurisdictional elements I find those facts to be as pleaded.

last contract between Respondent and the Union, applicable to such employees, was entered into September 9, 1971, effective through September 9, 1974. The contract contains the following pertinent provisions:

Article 4—Discharge and Discrimination

* * * * *

B. An employee may be discharged for proper cause, and the Employer shall give notice in writing of such discharge to the Union. The employer shall not discharge any employee without proper cause and shall give at least one (1) written warning notice of the specific complaint or complaints against such employee to the employee and to the Union, except that no warning notice need be given to an employee, before discharge, if the cause of such discharge is dishonesty. . .

* * * * *

Article 18—Dispute Procedure

A. The Union shall have the right to designate store stewards for each store.

B. Should any differences, disputes, or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of both parties to settle such promptly through the following steps:

Step 1. By conference between the aggrieved employee and/or store steward, Union business representative, or either, and the manager of the store

Step 2. By conference between the Union business representative and/or store steward and the District or Zone Manager.

Step 3. By conference between an official of the Union and the President of the Employer or his designate.

Step 4. In the event the last step fails to settle satisfactorily the complaint, it may be referred to arbitration by either party.

C. In the event the parties cannot agree upon the selection of an arbitrator within fifteen (15) days from the date of referral of the controversy to arbitration, the arbitrator shall be selected in the following manner.

The Federal Mediation and Conciliation Service shall be jointly requested by the parties to name a panel of seven (7) arbitrators. The parties shall then choose the arbitrator by alternately striking a name from the list until one (1) name remains as the arbitrator chosen by the parties and empowered to arbitrate the dispute.

The arbitrator shall be authorized to rule and issue a decision and award in writing on any issue presented for arbitration, including the question of the arbitrability of such issue. His decision and award shall be final and binding upon the parties to this Agreement. Where more than one employee is a part of a common grievance, it shall be heard as a single grievance. The fees of the arbitrator shall be borne one-half (1/2) by the Union and one-half (1/2) by the Employer party to the arbitration.

The arbitrator shall have no power to add to, subtract from, alter, amend, modify or project beyond its meaning any of the terms and provisions of this Agreement.

The time limit set forth in this Article may be extended upon mutual agreement of the parties.

D. No grievance will be considered or discussed which is presented later than fifteen (15) calendar days after such has happened excepting for any and all claims involving wages, which may be presented within six (6) months. Grievances that have progressed through Step 1 of the dispute procedure must be submitted in writing to be considered in Step 2.

E. The parties agree that grievances may arise of a general nature affecting or tending to affect several employees, and that such grievances may be initiated at any of the above mentioned steps deemed appropriate by the parties.

To guard against loss due to dishonesty on the part of employees and/or the public, the Company employs a number of persons classified as "Loss Prevention Specialists" who work mainly undercover among the several stores. These operatives carry no arms nor are they identified with any law enforcement agency. At all times material, Don Hardy was employed in the capacity mentioned and his immediate superior was Company Vice President Hal Burnett.

B. *The Instant Case*

Denial of union representation

Leura Collins was initially employed by Respondent about 1961, for work at store 2. This is a store which has a lunch counter and Collins was told at the time of her hire that she would be entitled to a lunch and a drink each day she worked, free of cost to her. Collins availed herself of this privilege. About October 1970, when store 98 first opened for business, Collins was transferred to that store and was working there at the time of the events hereafter referred to. Store 98, being of the lobby type, does not have a lunch counter and Collins was assigned to work in the lobby. According to Collins' uncontradicted and credited testimony, she was never told that the free lunch situation at store 98 would be any different from that which had prevailed at store 2, and the evidence shows that she, as well as most if not all the employees in the lobby department, including the manager of that department, took lunch from the lobby without paying for it.[4]

[4] Respondent introduced evidence to the effect that, prior to opening a new store, a management official conducts an indoctrination course for the employees of each department, at which it would have been his duty to inform employee of the provisions of Respondent's manual which requires that employees purchase such items as milk and cookies for lunch while off the clock, and that such items must be consumed in designated lunch areas, with the purchase receipt retained by the employee Collins credibly testified that she did not attend such a meeting and there is no evidence that the manual provision was in fact brought to her attention or the attention of any other employee. Although the testimony shows that a copy of the

(Continued)

On or about June 15, Loss Prevention Specialist Hardy was directed by his superior to investigate a complaint that an employee in the lobby at store 98 was taking money from the cash register. The name given Hardy as the suspected employee was Leura Collins. Hardy spent the rest of that day and the following day observing the lobby, but saw nothing to indicate dishonesty on the part of anyone. The following day, just before noon, Hardy went to the store, introduced himself to Manager York, whom he had not theretofore known, and told the latter that he had observed the lobby department for about 2 days, but had found nothing wrong. At this point York told Hardy that just that morning employee Moody had told him that she had observed Collins purchasing a box of chicken which sold for $2.98 and for which she had paid $1. After lunch, Hardy and York called Moody to an area of the second floor where York's desk is located, and where they interviewed her relative to the report York had received. Moody confirmed that she had observed what she had therefore reported to York. Moody was then excused and York sent for Collins.

Before Collins came upstairs to where Hardy and York were, they moved away from York's desk and more into the center of the area used primarily as the employee lounge. No employees were in the area at the time. York testified this was done to make the conversation more private. When Collins arrived, Hardy was introduced as a representative of Respondent's security office.[5] Hardy began questioning Collins about the purchase of the chicken. She readily admitted that, before going to work on June 15, she purchased some chicken, a loaf of bread, and a cake, which she paid for and donated to her church for a dinner the latter was giving. When questioned about the quantity of chicken she had purchased, Collins explained that she purchased four pieces for which the price was $1, but that because the store was out of the small size boxes, the chicken was put into the larger box normally used when a greater quantity is purchased. At this point Hardy went to the selling floor and asked Moody if the store was in fact out of the smaller size boxes. Moody confirmed that this was a fact, and that they had been unavailable in the store when Collins purchased the chicken. Hardy then asked Moody if she knew how many pieces of chicken were in the box that Collins purchased. When Moody replied that she did not have such information, and only knew that it was the large size box, Hardy returned to the interview area and told Collins that he had verified the information she had given and that he was sorry if she had been inconvenienced, but that the matter had been cleared up and was now closed.[6]

Collins testified that several times while she was being questioned by Hardy about the purchase of the chicken, she asked Store Manager York that Union Steward Brockett, or some other representative of the Union be present, and that Perry refused saying this was a private matter between her and the Company, and that his presence was all that was necessary. Both Hardy and York testified that Collins did not ask for union representation during the questioning, but only asked shouldn't someone from the Union be there, and that had she in fact requested such representation during the questioning, the interrogation would have been promptly terminated. I do not regard this as a conflict in the testimony. Even assuming that Collins used the words that Hardy and York attributed to her, while perhaps not quite as articulately expressed as by one more fluent in the English language, it was her way of expressing herself—a request that a representative of the Union be present during her interrogation—and York's reply that he did not regard this as necessary was legitimately understood by her to be a denial of her request.

C. *The Alleged 8(a)(5) Violation*

When Hardy returned to the interview area and told Collins, as above stated, that the matter of her purchase of the chicken was closed, Collins began crying and spontaneously remarked that the only thing she had ever gotten from the store without paying for it was her free lunch. Both Hardy and York expressed astonishment that employees were getting a free lunch and questioned Collins closely about the practice, what employees were getting a free lunch, the frequency with which she got such lunch, and the nature thereof. Hardy began preparing a statement of the facts, particularly trying to compute how much Collins owed Respondent for the free lunches she had gotten, arriving at a figure of about $160. Because Collins continued to insist that she was entitled to her lunch free of charge, Hardy left the area and made a telephone call to his superior, Hal Burnett. Hardy told Burnett about Collins' claim that she was entitled to a free lunch, and Burnett said he would look into the matter and call Hardy back. While Hardy was making his call to Burnett, Collins again asked York if she could have a union steward with her, but York again refused. When Hardy returned from his call to Burnett, he continued taking his statement from Collins, but she informed York that she would not sign it. About this time Hardy went to take Burnett's return call and was told by Burnett that it was the practice in some stores for employees to get free lunches, but that he had been unable to ascertain what the practice was at store 98. With this information Hardy returned to where Collins and York were and terminated the interrogation of Collins.

When the interrogation of Collins ceased, York asked Collins not to discuss the matter with anyone because he considered it private between her and the Company and of no concern to others. Collins did, however, report all aspects of the incident first to her shop steward and immediately thereafter, at the steward's suggestion, to a representative of the Union. Immediately following the interrogation of Collins, Manager York discussed the matter of free lunches with Lobby Department Manager Odoms. She told York that the practice of free lunches in the department did exist and that in fact she took free

manual was kept in the lobby department, there is no testimony that Collins in fact referred to it, and she credibly testified that she did not do so.

[5] Throughout her testimony, Collins referred to Hardy as the detective. I find nothing in the evidence to warrant the inference that Collins had any reason to believe that Hardy had any official authority, or that he was anything other than what he was introduced to be.

[6] My findings to this point are based on a composite of the credited testimony of Collins, Hardy, and York, which, to the extent mentioned, is not in material dispute.

lunches. The following day York issued orders that the practice cease immediately. As a result of this the Union filed a grievance with the Company, pursuant to the terms of the contract, which, in pertinent part, reads:

> 6. *Details of grievance, etc:* The employees in the Lobby Department of Weingarten #98 have always received their lunches and drinks free, as of Friday, June 16, 1972 this practice was discontinued. This is a reduction in benefits that these employees are entitled to.
>
> 7. *Settlement requested.* That these employees be given their lunches and drinks as it has always been done in the past.

Respondent accepted the aforementioned grievance and expressed its willingness to process it pursuant to and in accordance with the grievance procedure provided in the contract. Union Agent Phillips testified that the Union decided to defer processing of its said grievance until the outcome of this proceeding is known to it.

II. CONTENTIONS AND CONCLUSIONS

A. *The Alleged Denial of Union Representation*

In *Mobil Oil Corporation,* 196 NLRB No. 144, the Board, relying on its prior decision in *Quality Manufacturing Company,* 195 NLRB No. 42, held that:

> . . . it is a serious violation of the employee's individual right to engage in concerted activity by seeking the assistance of his statutory representative if the employer denies the employee's request and compels the employee to appear unassisted at an interview which may put his job security in jeopardy. Such a dilution of the employees' right to act collectively to protect his job interests is, in our view, unwarranted interference with his right to insist on concerted protection, rather than individual self-protection, against possible adverse employer action.

Applying the principles enunciated in *Mobil Oil, supra,* to the facts of the instant case, I must and do find and conclude Respondent's interrogation of Collins, under the facts of this case, violated Section 8(a)(1) of the Act. Having heretofore found that Collins requested union representation at the interview, and that her request was denied by York, the only real question to be decided is whether under all circumstances Collins could reasonably conclude that the interview might put her job security in jeopardy. I find that she could so reasonably conclude.

Although Collins, when first notified that she was wanted upstairs, thought that the subject to be discussed with her was the possibility of a transfer to another store, the interview had not proceeded very far before she learned that Hardy, as a representative of Respondent's security department, was questioning her concerning a possible act of dishonesty on her part, relating to the performance of her duties as an employee. Under these circumstances, Collins could certainly reasonably conclude that action might be taken by Respondent which would put her job security in jeopardy.[7] That neither Hardy nor York had authority to impose discipline on Collins, as Respondent argues, is beside the point. To Collins the possibility of discipline was just as real whether the discipline that might be visited upon her was imposed immediately by Hardy and/or York, or at some future time by the president of the Company. Equally beside the point is Respondent's argument that Collins was not in fact "afraid of her job," that she was not afraid of being accused of something because she knew she had done nothing wrong and that the concern she expressed in her testimony for her job was merely an afterthought on her part. As the Board held in *Quality Manufacturing, supra,* in determining whether an employee has reasonable ground to fear that an interview may adversely affect his continued employment is to be measured by objective standards in light of all the circumstances of the case. As heretofore indicated, that standard was clearly satisfied here.

Accordingly, I find and conclude that by denying Collins' request for union representation at the interview conducted by Hardy and York, Respondent violated Section 8(a)(1) of the Act.

B. *The 8(a)(5) Allegations*

As heretofore indicated, when York ascertained, as a result of the interview with Collins, that many if not all the employees in the lobby department were obtaining their lunch in the store without paying for it, he gave orders that the practice be forthwith terminated. That there was no notice to or bargaining with the Union concerning this change is conceded. The General Counsel contends that this was a unilateral change in wages, hours, terms, and conditions of employment, and hence violated Section 8(a)(5) and (1) of the Act. However, the evidence also shows that promptly upon learning of York's order that employees could no longer have free lunches, the Union filed a grievance thereon pursuant to the grievance and arbitration provisions of the collective-bargaining agreement, requesting that the *status quo ante* be restored. In support of its position that on this aspect the Board should defer to the arbitration procedures, Respondent relies upon the Board's decision in *Collyer Insulated Wire,* 192 NLRB No. 150, and the subsequent line of cases following it, while the General Counsel argues that the matters here in dispute are not covered by the grievance and arbitration provisions of the contract. As heretofore indicated, Respondent accepted the grievance and, in its answer herein, reiterated at the trial, expressed its willingness, indeed its desire, that the matter in dispute be determined in the manner specified in the contract. The Union, however, has not pursued its grievance because it first wishes to ascertain what relief it will obtain in the instant proceeding.

In *Collyer, supra,* and the later cases refining its application, the Board has made it clear that the *Collyer* rule will be applied where two basic conditions have been

[7] Particularly in a retail store, dishonesty on the part of an employee, when established to an employer's satisfaction, is normally regarded as an unpardonable offense, and the penalty imposed therefor, except under the most unusual circumstances, is discharge. Even Respondent's witness, Joe Perry, virtually admitted as much, and to the extent that his testimony may be regarded as indicating that Respondent follows a more lenient policy, I regard it as mere puffing, which I do not credit

met, namely (1) the dispute is in fact susceptible of resolution under the operation of the grievance procedure agreed to by the parties, and (2) there is no reason to believe that resort to the procedures agreed upon by the parties will not bring about resolution of the issues in a manner compatible with the purposes of the Act. *Eastman Broadcasting Company, Inc.*, 199 NLRB No. 58. The dispute procedure set up in the contract between the parties provides that it shall apply to "any differences, disputes, or complaints aris[ing] over the interpretation or application of the contents of this agreement," which is to be resolved through a four-step procedure culminating in binding arbitration. Although the arbitrator is prohibited from making any award which has the effect of subtracting from, altering, amending, or modifying any term or provision of the agreement, the arbitrator is authorized to make a final and binding award "on any issue presented for arbitration, including the question of the arbitrability of such issue." This language, if there is any practical distinction between it and the contract language in *Eastman Broadcasting, supra,* is even broader in that in the instant case the arbitrator is authorized to determine the arbitrability of the dispute.[8] Nor do I find on this record any reason to believe that the machinery provided by the parties will not result in a resolution of the instant dispute in a manner compatible with the purposes and policies of the Act. At least it will be time enough for the Board to intervene if and when future events demonstrate that the anticipated result has not been accomplished.

Accordingly, I find and conclude that without deciding the merits of the dispute concerning the entitlement of the lobby employees to free lunches, and without prejudice to any party, this aspect of the complaint herein should be dismissed, but that jurisdiction over that issue should be retained solely for the purpose of entertaining appropriate and timely motions for further consideration upon a proper showing that either (a) the dispute has not, with reasonable promptness, been resolved by amicable settlement in the grievance procedure or submitted promptly to arbitration, or (b) the grievance or arbitration procedures have not been fair and regular or have reached a result which is repugnant to the Act.

Upon the foregoing findings of fact and the entire record in the case, I make the following:

CONCLUSIONS OF LAW

1. Respondent is an employer within the meaning of Section 2(2) of the Act, and is 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. By denying Collins' request for union representation at an interview conducted by Respondent under circumstances from which Collins could reasonably conclude that her job security was in jeopardy, Respondent interfered with, coerced, and restrained employees in the exercise of rights guaranteed by Section 7 of the Act, and thereby engaged in, and is engaging in, unfair labor practices proscribed by Section 8(a)(1) of the Act.

4. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

5. It would best effectuate the policies of the Act if, without prejudice to any party and without deciding whether the termination of free lunches for the lobby employees violated Section 8(a)(5) of the Act, the parties be relegated to the grievance arbitration procedures of the contract.[9]

THE REMEDY

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

Upon the foregoing findings of fact, conclusions of law, and the entire record in the case, and pursuant to Section 10(c) of the Act, I hereby issue the following recommended:[10]

ORDER

Respondent, J. Weingarten, Inc., its officers, agents, successors, and assigns, shall:

1. Cease and desist from requiring any employee to take part in an interview or meeting without union representation, if such representation has been requested by the employees and if the employee has reasonable grounds to believe that the matters to be discussed may result in his being subject to disciplinary action.

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

(a) Post at its store 98, Houston, Texas, copies of the attached notice marked "Appendix."[11] Copies of said notice, to be furnished by the Regional Director for Region

[8] Even if, as the General Counsel argues, "the prime requirement for deferral is that the subject matter must be the subject of the terms of [the] contract,"—a contention apparently in conflict with the Board's decision in *Eastman Broadcasting, supra,* and the cases there cited in fn 14—we have in the instant case, by virtue of the grievance filed by the Union for processing pursuant to contract procedure, and Respondent's acceptance of that grievance, for processing in accordance with the contract, an *ad hoc* agreement to resolve the instant dispute in the manner specified in the agreement between the parties

[9] Respondent argues that, as the alleged 8(a)(5) violation must be deferred to arbitration, the alleged 8(a)(1) violation should also be so deferred Respondent cites no authority for this position and simply argues that the arbitrator will thus be able to dispose of the entire dispute The General Counsel, on the other hand, argues that as the Board must in any event take jurisdiction of the 8(a)(1) violation, it should also decide the 8(a)(5) allegations, and thus decide the entire controversy, citing *Metal Worker's International Association (George Kock Sons, Inc),* 199 NLRB No. 26 Language in that decision appears to support the General Counsel's position However, on the facts of this case, I find applicable the Board's decision in *Joseph T Ryerson & Sons, Inc,* 199 NLRB No 44 There the Board decided one aspect of the case, but deferred another aspect to arbitration

[10] In the event no exceptions are filed as provided by Section 102 46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Section 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

[11] 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

23 after being signed by an authorized representative, shall be posted by it immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken to insure that said notices are not altered, defaced, or covered by any other material.

(b) Notify the Regional Director for Region 23, in writing, within 20 days from the date of this Order, what steps it has taken to comply herewith.

IT IS FURTHER ORDERED that the complaint herein, to the extent that it alleges a violation of Section 8(a)(5) of the Act, be, and the same is, dismissed; provided, however, that jurisdiction of this proceeding is hereby retained for the limited purpose of entertaining an appropriate and timely motion for further consideration upon a proper showing that either (a) the dispute has not, with reasonable promptness after issuance of this Decision, either been resolved by amicable settlement in the grievance procedure or submitted promptly to arbitration, or (b) the grievance or arbitration procedure has not been fair and regular or has reached a result which is repugnant to the Act.

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 require that any employee take part in an interview or meeting without union representation if the employee requests such representation and if the employee has reasonable grounds to believe that the matters to be discussed at such interview or meeting may result in his being subject to disciplinary action.

J. WEINGARTEN, 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, Dallas-Brazos Building, 1125 Brazos Street, Houston, Texas 77002, Telephone 713–226–4296.