

other rights and privileges, and make him whole for any loss of pay suffered as a result of our discrimination against him.

WE WILL make whole Charles Williams for any loss of pay suffered as a result of our discrimination against him.

WE WILL NOT interrogate our employees concerning their union activities.

WE WILL NOT threaten employees with discharge or reprisals for engaging in union activity.

WE WILL NOT engage in surveillance of union activities.

WE WILL NOT in any other 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 join or assist the above-named Union, to bargain collectively through representatives of their own choosing, to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities, except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized in Section 8(a) (3) of the National Labor Relations Act.

All our employees are free to become or remain, or refrain from becoming or remaining, members of the above-named or any other labor organization.

ATLANTIC FURNITURE PRODUCTS CO., INC.,

Employer.

Dated----- By-----  
(Representative) (Title)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

Employees may communicate directly with the Board's Regional Office (707 North Calvert Street, Baltimore 2, Maryland; Telephone Number, Plaza 2-8460) if they have any question concerning this notice or compliance with its provisions.

Al Tatti, Incorporated *and* International Association of Machinists, AFL-CIO. *Case No. 21-CA-4472. March 9, 1962*

### DECISION AND ORDER

On December 29, 1961, Trial Examiner Eugene K. Kennedy issued his Intermediate Report herein, finding that the Respondent engaged in certain unfair labor practices and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the Intermediate Report attached hereto. Thereafter, the Respondent filed exceptions to the Intermediate Report and a supporting brief, and the General Counsel filed a brief in support of the Intermediate Report.

The Board has considered the Intermediate Report, the exceptions and briefs, and the entire record. The Board affirms the Trial Examiner's rulings and adopts his findings, conclusions, and recommendations, as modified herein.

The complaint alleged that Respondent violated Section 8(a) (1), (3), and (5) by unlawfully interrogating and threatening its employees over their interest in the Union, by discriminatorily discharging employees Werner Berg and George Filbig, and by refusing to recognize the Union as exclusive representative of its shop employees

even though it had no good-faith doubt of the Union's majority status.

Respondent is engaged in the sale and servicing of Volkswagen automobiles in Downey, California. The employees involved here are employed in its service shop. Early in 1961, Berg and Filbig began speaking to their fellow shop employees about joining a union. Some months later, at a union meeting, 7 out of a maximum of 11 employees in the shop signed authorization cards on behalf of the Charging Union, International Association of Machinists, AFL-CIO. On June 19, the IAM wrote the Respondent that it represented a majority of its shop employees and requested a bargaining meeting. The letter was received the next day by Clarence McCall, who was temporarily in charge of Respondent's operations while its president, Al Tatti, was away on an extended vacation. McCall referred the letter to a labor-management consultant, but no answer was given the Union. On June 21, the IAM filed a Board petition for an election among the shop employees. Al Tatti returned from his vacation on or about July 15 and, on July 18, Berg and Filbig were discharged. The following Monday, Berg and Filbig reported to the shop in response to Supervisor Lauer's request to do so, and were told by Tatti that they could return to work if they would sign a paper stating that they had been fired for drinking beer on the job and if they waived the backpay which they had lost. They refused to return under these conditions, but resumed their employment for Respondent the following day, after Tatti informed them that they could return without any stipulations on their part.

1. We agree with the Trial Examiner that the threats by Respondent set out in the Intermediate Report constitute violations of Section 8(a)(1). We also agree that the interrogations by Respondent set out in the Intermediate Report constitute violations of Section 8(a)(1) in the context of the aforementioned threats and Respondent's other unfair labor practices to be discussed *infra*. All but one of these instances of interrogation occurred after the discharge of Berg and Filbig. We find that they establish Respondent's opposition to recognition of the Union's majority status.<sup>1</sup> Lauer's inquiry of Berg on June 30, 1961, as to why the employees were joining the Union, and his further remark that the Union would do the employees no good, also indicate Respondent's antiunion motivation in discharging Berg and Filbig.

2. The record clearly indicates that Berg and Filbig were the instigators of the Union's campaign among the shop employees. We

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<sup>1</sup> Before the 6-month period preceding the filing of the charge herein Supervisor Meeks, during the course of a meeting of the shop employees answered Berg's query as to why Respondent paid its mechanics on a commission basis by saying that it was to keep wage standards up and keep the union out. We rely on this statement only as it reveals the Respondent's opposition to having a union represent its employees.

find that Respondent was aware of their activities in view of Supervisor Meeks' statement to an employee who had just returned from vacation that, during his absence, two employees who had been trying to form a union had been discharged; Lauer's interrogation of Berg on June 30; and the patent pretext for their discharge, manifested by the almost immediate offer to reinstate them if they would only admit that they had been discharged for the reason put forward by Respondent.<sup>2</sup>

3. We find no merit in Respondent's contention that the filing of the petition, subsequently withdrawn before the election, relieved it of an obligation to bargain pursuant to the written request of the Union which was received on June 20.<sup>3</sup> The Union enjoyed a clear majority as of that date and Respondent never asserted any doubt as to the Union's majority status. Furthermore, the discharge of Berg and Filbig and its unlawful interrogation and threats indicate that Respondent's intention in failing to bargain was to gain time in which to undermine the Union's majority status.<sup>4</sup> In coming to this conclusion, we do not rely solely on the fact, which the Trial Examiner cites, that Respondent failed to reply to the Union's request for negotiation. Standing alone, it would not persuade us that Respondent acted in bad faith.

### ORDER

The Board adopts the Recommended Order of the Trial Examiner as its Order.<sup>5</sup>

MEMBER RODGERS took no part in the consideration of the above Decision and Order.

<sup>2</sup> Respondent asserts that it discharged Berg and Filbig for drinking beer in the shop Berg, Filbig, and a third employee, Spitznagel, were admittedly drinking beer on July 18 after the close of working hours. We are satisfied that this was not an unusual occurrence and had even been done in the past in the presence of supervisors. Moreover, after discharging Berg and Filbig for this alleged offense, Tatti was told that Spitznagel had also been drinking beer but took no disciplinary action against him.

<sup>3</sup> *Arts & Crafts Distributors, Inc*, 132 NLRB 166.

<sup>4</sup> *Arts & Crafts Distributors, Inc*, *supra*.

<sup>5</sup> The following is to be inserted in the notice below the sentence beginning "This notice must remain posted . . .": Employees may communicate directly with the Board's Regional Office, Eastern Columbia Building, 849 South Broadway, Los Angeles, California, Telephone Number Richmond 9-4711, Extension 1031, if they have any questions concerning this notice or compliance with its provisions.

### INTERMEDIATE REPORT AND RECOMMENDED ORDER

#### STATEMENT OF THE CASE

This case involves questions as to whether Al Tatti, Incorporated, herein called Respondent, unlawfully interfered with the rights of his employees to join International Association of Machinists, AFL-CIO, herein called the Union, and unlawfully discharged two employees, as well as failing to bargain in good faith with the Union, thereby violating Section 8(a)(1), (3), and (5) of the National Labor Relations Act, herein called the Act. A hearing in this matter was conducted in Los Angeles, California, on October 2, 3, 4, and 5, 1961.

Upon the entire record, consideration of briefs submitted, and my observation of the witnesses, I make the following:

## FINDINGS OF FACT

## I. THE BUSINESS OF THE COMPANY; LABOR ORGANIZATION INVOLVED

Respondent is engaged in the sale and service of Volkswagen automobiles in Downey, California. It is a California corporation with its principal office and place of business in Downey, California, and during the past 12 months has made retail sales of products valued in excess of \$500,000 and has purchased goods for resale valued in excess of \$50,000 which originated outside the State of California. It is engaged in commerce and in a business affecting commerce within the meaning of the Act.

International Association of Machinists, AFL-CIO, is a labor organization within the meaning of the Act.

## II. THE ISSUES

The issues presented may be summarized as follows: (1) At all material times herein, did the Union represent a majority of the employees in an appropriate unit? (2) Did Respondent through its responsible agents make unlawful statements aimed at preventing the exercise of Section 7 rights of its employees? (3) Were employees Werner Berg and George Filbig discharged by the Respondent because of its anti-union motivation? and (4) Did Respondent breach its obligation to bargain with the Union by the discharge of Filbig and Berg and by its failure to meet with the Union pursuant to the Union's request for negotiations?

## III. THE EVENTS

Early in 1961, Werner Berg and George Filbig, employed as mechanics by Respondent, commenced speaking to the other employees about organizing a union. Approximately in April 1961, they met with Charles Edwards, a representative of the Union, and informed him of their desire to become organized because of the working conditions maintained by Respondent. Approximately 1½ months later, there was a meeting of Respondent's employees held by the Union, and 7 employees out of a maximum bargaining unit of 11 signed union authorization cards. Following this, on June 19, 1961, Charles Edwards, representative of the Union, addressed a letter to Respondent advising Respondent that the Union represented a majority of its employees in the service department and requested Respondent to notify his office as to the time and place when a meeting could occur. At this time Al Tatti, the president and apparently principal owner of the Respondent, was out of the country and Clarence McCall, whom he had left in charge of his business, turned the letter of June 19, 1961, over to a labor-management consultant. Respondent did not reply orally or by writing to the request for a meeting that the Union directed to it on June 19, 1961.

On June 21, 1961, Mr. Aycok, a Grand Lodge representative of the Union, filed a petition for certification with the National Labor Relations Board. This petition was withdrawn on July 21, 1961, approximately 3 days after the discharge of Werner Berg and George Filbig. These employees were discharged when Albert Lauer, Respondent's sales manager, in company with Tatti, went out into the service area where Filbig and Berg were present. The time was after 5:10 p.m. Five p.m. was the customary time for the mechanics to end the workday. Berg and Filbig were both discharged at this time for allegedly drinking beer. Further details of this event and its significance will be considered herein in connection with the question of whether Berg and Filbig were discriminatorily discharged.

On the Monday morning following their discharge, Berg and Filbig reported to work at Respondent's premises because they had been asked to do so by Lauer on the previous Saturday evening.<sup>1</sup>

On this occasion Tatti advised Berg and Filbig they could return to work if they would sign a paper or stipulation that they were fired for drinking on the job and that they did not expect backpay. Berg and Filbig refused to return to work under those conditions and that evening they received the following telegram from Tatti: "NEW DEVELOPMENTS SEE ME TODAY ABOUT JOB. AL TATTI."

<sup>1</sup> Tatti denied that he instructed Lauer to have Berg and Filbig recalled. Although Lauer testified for Respondent he did not deny that he told Berg, as Berg credibly testified, "Werner, I believe that we want you back. We want you back." I said, "What about brother George?" He says, "Well, we want you both back. Why don't you come down on Monday and talk to Mr. Al Tatti about this here?" Under all the circumstances it is difficult to conceive of Lauer calling back Berg and Filbig, absent Tatti's direction.

Filbig and Berg went to Respondent's premises that evening and again saw Tatti about 5:30 p.m., and Tatti then advised them they could go back to work with "no stipulations this time." Berg and Filbig resumed their employment for Respondent and continued in such employment until the occasion of the hearing.

#### A. Interference, restraint, and coercion

On June 30, 1961, Sales Manager Albert Lauer, a supervisor within the meaning of the Act, asked Berg "why we were joining the union" and then went on to state, in effect, that the Union would not do the employees any good.

On July 26, 1961, employee LeRoy Vander Stroom was driving Tatti to another auto dealer to pick up his car. En route Tatti asked Vander Stroom who got the Union started in the shop and also made a comment, as they approached the lot of the other dealer, that the employees there finally realized that the Union did not work out for them.

On August 16, 1961, Tatti told Willem Vander Stroom that mechanics could be replaced if the Union came in, and also on another occasion he asked Willem Vander Stroom how many people the Union had. Tatti then made some motions apparently counting on his fingers and made the comment that "as long as we can keep it that way they can't win."

On September 23, 1961, in response to an inquiry from Willem Vander Stroom, Perk Ogden, a supervisor of Respondent, stated that the Union would never get in, the reason being that "we could replace the mechanics."<sup>2</sup>

On July 31, 1961, employee Milton Tubbs returned from his vacation. He told Louis Meeks that he had heard some fellows were fired while he was on vacation. Meeks replied it was true and the fired employees were trying to organize a union. I find that Tubbs' credited and uncontradicted testimony establishes that the service manager, Louis Meeks, a supervisor within the meaning of the Act, stated that Berg and Filbig were fired because they were trying to organize a union.

It is found that Lauer's inquiry from Berg as to why he was joining the Union coupled with the comment that the Union would not do the employees any good was unjustified and unlawful interference. Of similar import is Tatti's inquiry from LeRoy Vander Stroom as to who started the Union coupled with a comment that the employees of another employer finally realized that a union was not beneficial for them. Also of similar import is Tatti's inquiry from Willem Vander Stroom as to how many employees would support the Union coupled with his comment that mechanics could be replaced if the Union were successful. Ogden's statement of September 23, 1961, to Willem Vander Stroom that the Union would never be successful because the mechanics could be replaced is found also to contain a threat of economic reprisal and by its nature would tend to inhibit the employees' right to organize.

Meeks' statement to Tubbs that Filbig and Berg were fired for trying to organize a union is another obvious expression that constitutes unlawful restraint, interference, and coercion violative of the Act.

#### B. Discharge of Berg and Filbig

As noted above, Meeks who was a responsible agent for Respondent on July 31, 1961, stated that Filbig and Berg were fired because they were trying to organize a union. Without more this would establish a *prima facie* case of discrimination against Berg and Filbig. A closer scrutiny of the events surrounding their discharge and the testimony concerning it bolsters the finding that there were antiunion considerations in Respondent's discriminatory discharge of Filbig and Berg.

Respondent's answer pleads as an affirmative defense that these men were discharged for drinking alcoholic beverages on the premises during working hours. However, the record is clear and uncontradicted that beer was consumed on many occasions in the presence of Service Supervisors Meeks and Makepeace. In his testimony Tatti stated he insisted his supervisors report to him any infraction of rules by employees and since the record is barren that drinking beer after working hours had ever been considered an infraction of a rule, Tatti's claim that he told em-

<sup>2</sup>Lauer as well as President Tatti and Supervisor Ogden denied any conversation or statements held with Respondent's employees concerning the Union. In crediting the testimony of the General Counsel's witnesses, significant considerations include the appearance of candor and frankness with which they testified. Also a factor in crediting the General Counsel's witnesses when in conflict with Respondent's witnesses are several instances of implausibility or conflict in Respondent's evidence which will be noted elsewhere herein.

ployees when he hired them never to drink on the premises is unpersuasive. Further, Tatti's claim that he interviewed all employees personally and told them that drinking was not allowed on the premises as a matter of company policy is credibly contradicted. Berg credibly testified that he talked to Tatti for the first time in the shop when he was at work and that nothing was said about any rules against drinking. LeRoy Vander Stroom credibly testified that he never had any conversation with Tatti at all about his job or about drinking.

The record is clear that on many occasions prior to July 18, 1961, the mechanics and service department personnel had a can of beer on the premises on the completion of their work in the presence of the service department supervisor.

Further, in June 1961, the sales manager, Lauer, gave one of the employees enough money to buy a 6-pack carton of beer in exchange for a favor they did him in changing some seats after working hours. Since there were several employees and since Lauer admitted that he gave the \$1.50 to just one of them, I find his testimony unbelievable that it was purely a tip and not coupled with a suggestion to buy a 6-pack carton of beer, as the General Counsel's witnesses asserted.

On the evening of July 18, after 5 p.m., when Tatti and Lauer went into the service department, Tatti testified that it was necessary for him to go with Lauer to check a serial number against a record. Lauer testified that it was not necessary for two people to check a serial number against a record. At approximately 4:30 that afternoon, Berg passed near the vicinity of an area on Respondent's premises where Sales Manager Lauer and Eddie Taylor, one of Respondent's witnesses, were in conversation. At this time Lauer said to Berg that he should be careful about his drinking and Berg replied that he had nothing to worry about since he never drank on the job. Taylor testified that Lauer said at this time, "No drinking, boys." Despite this, shortly before 5 p.m., Taylor, after receiving an affirmative response to his inquiry brought beer to Berg, Filbig, an employee, Spitznagel, and one for himself. The testimony of Berg and Filbig is credited to the effect that Taylor drank only a portion of the beer and hurriedly left, taking the remainder with him in his car. After Taylor left, Tatti and Lauer appeared on the scene and when Berg lifted his can of beer, Tatti walked over and grabbed it from his hand and told him he was fired for drinking on the job. According to Berg, when Tatti was informed that Berg had completed his work, Tatti told him he was fired for drinking on the premises. At this time I find that Berg had the upper portion of his work clothes removed and had completed his day's work, contrary to any inference that might be contained in the testimony of Tatti and Lauer.

Tatti and Lauer then conferred and Tatti came over to where Filbig was located and asked him if he had drunk any beer, and when Filbig told him that he had, Tatti said that he was fired too.

In summary I find that on the evening of July 18, 1961, Filbig and Berg had completed their work and there was no credible evidence establishing that Respondent had a rule against drinking beer on the premises, but that in fact the practice had been in effect for at least 2 years without being a subject of comment or criticism. Tatti's claim of this is rejected as being incredible. Tatti's testimony that he had never heard of the machinists union after being in the automobile business for 5 years further weakens the reliability of his testimony when it conflicts with the witness of the General Counsel.

Since Tatti admitted that Berg and Filbig were technically experienced employees, it is found that he had no reason to discharge them except for his opposition to the Union.

### C. The failure to bargain

Preliminary to making a resolution as to whether Respondent violated its obligations to bargain under the Act, a finding of an appropriate unit and majority representation must first be made.

#### 1. The appropriate unit

Respondent's answer admits that the unit designated in the General Counsel's complaint is an appropriate unit. This unit as alleged is:

All service department employees, including automotive mechanics, their apprentices and helpers, service salesmen, and countermen employed by Respondent at its Downey, California, facility, exclusive of all other employees, guards, and supervisors as defined in the Act.<sup>3</sup>

<sup>3</sup> The charge upon which this complaint was issued excludes the job classification of "lotboy." The complaint does not explicitly exclude the lotboy classification Eddie

### 2. The majority question

Inasmuch as the maximum number of employees in the unit when the request to bargain was made was 11 and of that number the Union represented 7, I find that the record establishes without question that the Union represented a majority in the appropriate unit which includes the classification of lotboy.

### 3. Events establishing a failure to bargain

On June 19, 1961, a letter signed by Charles Edwards, a union representative, advised Respondent that the Union represented a majority of its service department employees and contained a request that the Respondent advise as to a convenient time and place for commencing negotiations.

On June 21, 1961, the Union's Grand Lodge representative, Aycock, filed with the National Labor Relations Board a petition for the Union to be certified as the majority representative of Respondent's service department employees.

Respondent did not reply at any time in any manner to the Union's request of June 19, 1961. The filing of the petition for certification did not relieve the Respondent of its obligation to meet with the majority representative of its employees. It is noted that the record does not contain any claim by Respondent that it failed to respond to this request because of doubt of the Union's majority. *N.L.R.B. v. Inter-City Advertising Co., of Charlotte, N.C., Inc., et al.*, 190 F. 2d 420 (C.A. 4); *N.L.R.B. v. Samuel J. Kobrutz, d/b/a Star Beef Company*, 193 F. 2d 8 (C.A. 1).

On July 21, 1961, the Union withdrew its petition for certification and after Berg and Filbig were discriminatorily discharged, I find that Respondent did not have a good-faith doubt as to the Union's majority at any time after it received the letter of June 19, 1961, requesting recognition.<sup>4</sup> The discharge of Berg and Filbig was, I find, a further manifestation of Respondent's rejection of the collective-bargaining process. Consequently the discharge of Berg and Filbig at a time the Union actually represented a majority and when the Respondent did not have a good-faith doubt as to majority representation also constitutes an unlawful failure to bargain. *Summit Mining Corporation*, 119 NLRB 1668, where at page 1674 the Board states:

As was said in *N.L.R.B. v. Entwistle Mfg. Co.*, 120 F. 2d 532, 536 (C.A. 4), an invalid discharge "goes to the very heart of the Act." A fundamental principle of the Act is that the inevitable effect of such a discharge is to restrain and coerce employees. It follows that the Respondent's conduct made a free election impossible. That being so, the Union had no realistic course of action but to withdraw its petition in the representation case and to have its majority status determined in a complaint proceeding. See *Aiello Dairy Farms*, 110 NLRB 1365. In summary, I find that on September 21, 1956, the Respondent refused to bargain collectively in violation of Section 8(a)(5) and (1) of the Act.

In view of the foregoing, it is found that the Respondent violated its obligation to bargain under the statute by failing to reply to the Union's request for negotiation contained in its letter of June 19, 1961, and by wrongfully discharging Werner Berg and George Filbig on July 18, 1961.

Taylor, one of Respondent's witnesses, whom Respondent sought to have included in the unit, and the General Counsel, excluded, apparently fits the classification of lotboy. He is under the supervision of the sales department manager and occupied primarily in cleaning the premises and doing such work as changing tires and replacing or charging batteries on new and used cars. Since the type of work he performs is more nearly akin to that of service department personnel, I find that the characterization of lotboy should be included in the unit even though he is under the supervision of the manager of the sales department. I do not find that the Union's failure to include the lotboy in its proposed unit rendered the unit defective since the variance between the requested unit and the appropriate one was of a minor nature and would not of itself relieve Respondent from a duty to bargain with the Union.

<sup>4</sup>Tatti, the president of Respondent, was out of the country from May until approximately July 16. He left a Clarence McCall in charge of his business and McCall turned over the request for recognition and a copy of the petition for certification to a labor-management consultant. I do not find any circumstances present that would relieve the Respondent from responsibility of failing to answer the Union's request for recognition or at least to pursue a means of establishing the question of majority. Respondent instead of this elected to engage in unfair labor practices having a tendency to reduce the majority status of the Union.

## IV. THE REMEDY

In order to make effective the interdependent guarantees of Section 7 of the Act, it will be recommended that Respondent be ordered to cease and desist from infringing in any manner upon the rights guaranteed in Section 7. *N.L.R.B. v. Express Publishing Company*, 312 U.S. 426.

## CONCLUSIONS OF LAW

1. Respondent, Al Tatti, Incorporated, is an employer within the meaning of the Act.

2. International Association of Machinists, AFL-CIO, is a labor organization within the meaning of the Act.

3. All service department employees, including automotive mechanics, their apprentices and helpers, service salesmen, countermen, and lotboys employed by Respondent at its Downey, California, facility, exclusive of all other employees, guards, and supervisors as defined in the Act, constitute a unit appropriate for collective bargaining within the meaning of the Act.

4. On June 19, 1961, the Union was, and at all times thereafter has been, the exclusive representative of all employees in such unit for the purposes of collective bargaining.

5. By unlawfully threatening and interrogating its employees Respondent has violated Section 8(a)(1) of the Act.

6. By discriminatorily discharging George Filbig and Werner Berg on July 18, 1961, Respondent violated Section 8(a)(3) and (1) of the Act.

7. By failing to respond to the Union's request to negotiate and by discharging George Filbig and Werner Berg at a time when the Union represented a majority of its employees in the above-described unit, Respondent violated Section 8(a)(5) and (1) of the Act.

8. By the commission of the above violations of the Act, Respondent has engaged in and is engaging in unfair labor practices affecting commerce within the meaning of Section 8(a)(5), (3), and (1) and Section 2(6) and (7) of the Act.

## RECOMMENDED ORDER

Upon the basis of the foregoing findings of fact and conclusions of law, it is recommended that Al Tatti, Incorporated, Downey, California, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Unlawfully interrogating employees with respect to their union membership, threatening them with replacement, explicitly or implicitly, to discourage union organization, and informing the employees that discharges were caused by attempts to organize a union.

(b) Discouraging membership in International Association of Machinists, AFL-CIO, or in any other labor organization of its employees, by discharging, laying off, or refusing to reinstate any of its employees because of their concerted or union activities, or in any other manner discriminating in regard to their hire or tenure of employment or any term or condition of employment.

(c) Refusing to bargain collectively with International Association of Machinists, AFL-CIO, as the exclusive representative of all employees in the appropriate unit set forth above.

(d) In any other manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed in Section 7 of the Act.

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

(a) Upon request, bargain collectively with International Association of Machinists, AFL-CIO, as the exclusive representative of all employees in the aforesaid unit, and if an understanding is reached, embody such understanding in a signed agreement.

(b) Make whole George Filbig and Werner Berg for any loss of wages occasioned by their unlawful discharge.

(c) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all payroll records, social security payment records, time-cards, personnel records and reports, and all other records necessary to establish the loss of wages suffered by Werner Berg and George Filbig.

(d) Post in conspicuous places at its place of business in Downey, California, including all places where notices to employees customarily are posted, copies of

the notice attached hereto marked "Appendix."<sup>5</sup> Copies of said notice, to be furnished by the Regional Director for the Twenty-first Region, shall, after being duly signed by Respondent's representative, be posted by it immediately upon receipt thereof, and maintained by it for at least 60 consecutive days thereafter. Reasonable steps shall be taken by the Respondent to ensure that said notices are not altered, defaced, or covered by any other material.

(e) Notify said Regional Director, in writing, within 20 days from the receipt of this Intermediate Report, what steps the Respondent has taken to comply herewith.<sup>6</sup>

<sup>5</sup> In the event that these recommendations be adopted by the Board, the words "A Decision and Order" shall be substituted for the words "The Recommendations of a Trial Examiner" in the notice. In the further event that the Board's Order be enforced by a decree of a United States Court of Appeals, the words "Pursuant to a Decree of the United States Court of Appeals, Enforcing an Order" shall be substituted for the words "Pursuant to a Decision and Order."

<sup>6</sup> In the event that these recommendations be adopted by the Board, this provision shall be modified to read. "Notify said Regional Director, in writing, within 10 days from the date of this Order, what steps the Respondent has taken to comply herewith."

## APPENDIX

### NOTICE TO ALL EMPLOYEES

Pursuant to the recommendations of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we notify our employees that:

WE WILL NOT discourage membership in International Association of Machinists, AFL-CIO, or in any other labor organization of our employees, by discriminating with regard to their tenure of employment or any term or condition of employment.

WE WILL NOT interrogate our employees concerning their union activities on behalf of International Association of Machinists, AFL-CIO, or any other labor organization of our employees, or threaten them in any manner violative of Section 8(a)(1).

WE WILL NOT in any manner interfere with, restrain, or coerce our employees in the exercise of their rights to self-organization, to form, join, or assist International Association of Machinists, AFL-CIO, or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all of such activities, except to the extent that such right may be affected by any agreement requiring membership in a labor organization as a condition of employment, as authorized in Section 8(a)(3) of the National Labor Relations Act.

WE WILL, upon request, bargain collectively with the International Association of Machinists AFL-CIO, as the exclusive representative of all our employees in the appropriate unit with respect to rates of pay, wages, hours of employment, and other conditions of employment, and if an understanding is reached embody such understanding in a signed agreement. The appropriate unit is:

All service department employees, including automotive mechanics, their apprentices and helpers, service salesmen and countermen, and lotboys employed by Respondent at its Downey, California, facility, exclusive of all other employees, guards, and supervisors as defined in the Act.

WE WILL make whole George Filbig and Werner Berg for any loss of earnings they may have suffered as a result of our discrimination against them.

All of our employees are free to become or remain or to refrain from becoming or remaining members in good standing of International Association of Machinists, AFL-CIO, or any other labor organization, except to the extent that this right may be affected by an agreement in conformity with Section 8(a)(3) of the National Labor Relations Act, as amended.

AL TATTI, INCORPORATED,  
*Employer.*

Dated----- By-----  
(Representative) (Title)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.