

Woody Pontiac Sales, Inc. and Lawrence V. Kulak.
Case 7-CA-6237

April 3, 1969

DECISION AND ORDER

BY MEMBERS FANNING, BROWN, AND JENKINS

On December 4, 1968, Trial Examiner Gordon J. Myatt issued his Decision in the above-entitled proceeding, finding that Respondent had engaged in and was engaging in certain unfair labor practices and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the attached Trial Examiner's Decision. Thereafter, Respondent filed exceptions to the Trial Examiner's Decision and a supporting brief.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its powers in connection with this case to a three-member panel.

The Board has reviewed the rulings made by the Trial Examiner at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Trial Examiner's Decision, the exceptions, the briefs, and the entire record in the case, and adopts the findings,¹ conclusions, and recommendations of the Trial Examiner, except as modified below.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the Recommended Order of the Trial Examiner, as modified herein, and hereby orders that Respondent, Woody Pontiac Sales, Inc., Hamtramck, Michigan, its officers, agents, successors, and assigns, shall take the action set forth in the Trial Examiner's Recommended Order, as so modified:

(1) Add the following as paragraph 2(b) and reletter the following paragraphs accordingly:

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

(2) Delete from the notice the last indented paragraph and substitute therefor the following:

¹There exists some doubt as to the correctness of the Trial Examiner's finding that at the time of Kulak's dismissal there were at least five other mechanics employed by Respondent who were not terminated and who were junior to employee Kulak in terms of tenure. We would, nevertheless, affirm the Trial Examiner's ultimate conclusions, since the record as a whole persuades us that Respondent's selection of Kulak for discharge was motivated by discriminatory considerations.

WE WILL offer Lawrence Kulak immediate and full reinstatement to his former or substantially equivalent position, without prejudice to his seniority or other rights and privileges previously enjoyed by him, and make him whole for any loss of pay suffered by reason of his discriminatory discharge.

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

GORDON J. MYATT, Trial Examiner: Upon a charge filed August 28, 1967,¹ by Lawrence V. Kulak, an individual, a complaint and notice of hearing was issued on October 31, 1967, against Woody Pontiac Sales, Inc. (hereinafter referred to as the Respondent). The complaint alleges that the Respondent, through its agents and supervisors, violated Section 8(a)(1) of the Act by unlawfully interrogating employees concerning their union activities, by threatening employees with discharge for engaging in union activities, and by attempting to induce employees to engage in surveillance of the union activities of fellow employees. The complaint further alleges that the Respondent violated Section 8(a)(3) of the Act by discharging Kulak on August 22, 1967, and by failing and refusing to reinstate him since that date. The Respondent's answer admits certain allegations of the complaint, denies others and specifically denies the commission of any unfair labor practices.

This case was tried before me on December 18 and 19, 1967, and on March 27 and August 6, 1968.² All counsel and representatives were afforded full opportunity to be heard and to introduce relevant and material evidence. Briefs were submitted by the General Counsel and the Respondent, and they have been fully considered by me in arriving at my decision herein.

Upon the entire record in this case, including my evaluation of the testimony of the witnesses, based on my observation of their demeanor and on the relevant evidence, I make the following:

FINDINGS OF FACT

I. JURISDICTIONAL FINDINGS

The Respondent is a Michigan corporation engaged in the business of selling and servicing new and used motor vehicles, and maintains its office and place of business in the city of Hamtramck, Michigan, a suburb of Detroit. During the fiscal year ending June 30, 1967, a representative period, the Respondent sold and distributed at its dealership in Hamtramck, motor vehicles and automotive products valued in excess of \$500,000; of which amount products valued in excess of \$100,000, were shipped to the Respondent's place of business directly from points located outside the State of Michigan. During this same period, the Respondent purchased products in excess of \$50,000 from suppliers located outside the State of Michigan and caused said products to be shipped

¹Unless otherwise indicated, all dates herein refer to 1967.

²Although the issues involved in this case are neither novel nor complex, the proceedings were interrupted by two lengthy delays. First, at the behest of the General Counsel in order to allow him to seek enforcement of subpoenas issued for certain witnesses, and secondly, to allow the Respondent to appeal my ruling revoking a subpoena requesting that the Regional Director produce a certain document.

directly to its dealership in Hamtramck, Michigan.

On the basis of the above, I find that the Respondent is, and has been at all times material herein, an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act

II. THE LABOR ORGANIZATION INVOLVED

Local No 376, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Ind. (hereinafter called the Union), is a labor organization within the meaning of Section 2(5) of the Act

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. Background Facts

The Respondent's dealership consists of three separate buildings. The main building contains the general offices, new car showroom, and the parts and service departments. Approximately 200 feet away from the main building is another building containing the "bump" shop where automobiles that have been involved in collisions are repaired. A third building,³ located several blocks away, is used for the purpose of receiving, storing and preparing new cars for showing and sale. In addition to the new car preparation, all front-end work is performed in this building.

Lawrence Kulak, the alleged discriminatee, worked in the service department in the main building. At the time that his employment was terminated, Kulak was classified as a light repair mechanic.⁴ Kulak's work area was located in the rear of the service department and consisted of two stalls,⁵ one of which contained a hydraulic lift. An aisle approximately twice the width of an automobile ran the length of the service area and a service writeup desk was located near this aisle, approximately 50 feet away from Kulak's stalls. This desk was used by the service department manager and the service writeup men who prepared the job tickets on the customers' automobiles.

B. The Events Surrounding Kulak's Termination

Some time during the morning of August 21,⁶ Edward Petroff, Jr., business representative of the Union, came into the service department and asked for employee Kulak. Petroff was informed that Kulak was out road-testing an automobile and he waited in the vicinity of Kulak's stalls. When Kulak returned, he and Petroff engaged in a discussion concerning organizing the Respondent's service personnel. This conversation lasted for approximately 25 minutes and Petroff gave Kulak blank authorization cards to be distributed to the

employees. Petroff left by the rear door of the service department and Kulak placed the cards inside his work shirt.

Kulak testified that as Petroff was leaving, Wozniak, the service department manager, came over to him and inquired about Petroff's identity. According to Kulak, he told Wozniak that Petroff was an insurance salesman.⁷ Kulak further testified that he took the union cards from inside his shirt and placed them in a drawer in his toolbox. During his lunch hour and in the afternoon, Kulak spoke with a number of mechanics and service department employees and succeeded in getting several of them to sign cards for the Union. Kulak stated that he kept the signed cards in the drawer of his toolbox along with the blank cards

The following morning Kulak took an automobile out to road-test it, and when he returned he noticed that the drawer of his toolbox was opened and that the cards were in a different position than he recalled having left them. According to Kulak, he was informed by another mechanic that Wozniak had a blank card in his shirt pocket. Kulak stated that on several occasions he went up to Wozniak to discuss repair jobs and he noticed the top of a union card sticking out of Wozniak's pocket. Kulak stated that the blank side of the card was facing outward, but that he was able to determine that it was a union card from the printing on the section of the card which extended beyond the top of Wozniak's pocket.

At approximately 4:45 p.m., according to Kulak, Wozniak came to his stall and informed him that he was being let go because the Respondent was consolidating various units of its service operations and intended moving the new car preparation section into Kulak's work area. Kulak stated that he protested that he was senior to at least five other mechanics, but was told that his hydraulic hoist was needed for undercoating new cars. Kulak testified that Wozniak also told him that he (Kulak) had some friction with two of the service writeup men. After his conversation with Wozniak, Kulak went to the front office and asked to see Woody, the Respondent's president. He was accompanied into Woody's office by Leo George, the manager of the used car department. Kulak stated that Woody informed him that he was a good mechanic and that he should not have any difficulty getting a job elsewhere. Woody also indicated that he would give Kulak a good reference.

At the end of the workday, Kulak went to a nearby bar where the Respondent's employees usually gathered after work and sat around discussing his plight with the other employees. While there, according to Kulak, the assistant service manager, Randall,⁸ came in and informed him and the other employees that he (Randall) would no longer be working for the Respondent after Friday. Kulak testified that Randall said that he "did not get it from the horse's mouth" but he thought that Kulak was "let go because of union activity."

³This building is called the Connell-Cadillac building as it was formerly a Cadillac dealership

⁴Kulak was initially classified as a lubrication man when he first started to work for the Respondent in June 1966. Some time during October 1966, he took a leave of absence in order to have an operation on his wrist and did not return to work until April of the following year. Upon his return, Kulak was classified as a light repair mechanic. His duties involved motor tuneups, electrical work, carburation work and brake repairs.

⁵Although the areas where the mechanics worked were described as stalls, they were in fact open spaces on each side of the service department slightly more than the width of an automobile and delineated by painted lines on the surface of the floor. Generally each mechanic was assigned to two stalls adjacent to each other, and one of these usually contained a hydraulic lift.

⁶Petroff recalled the date as being August 18, however, the testimony of Kulak and former employee Johnigan indicates that this was an error and that the correct date was August 21. I consider this discrepancy to be nothing more than the result of a faulty memory which in no way reflects on Petroff's credibility.

⁷It was not unusual for customers or salesmen to visit the employees in the service department during the workday.

⁸The Respondent contended at the trial that Randall was not a supervisory employee under Section 2(11) of the Act, and that statements made by him were not admissible or binding on the Respondent. However, paragraph 6 of the complaint alleged that Randall was the assistant service manager and a supervisor within the meaning of Section 2(11) of the Act.

The following day Kulak returned to Respondent's service department to make arrangements concerning his toolbox. He testified that while there Wozniak again mentioned that there had been friction between Kulak and the service writeup men. Kulak stated that he subsequently questioned the writeup men and they denied that any such friction existed.

Walter Johnigan, formerly employed as a porter by the Respondent,⁹ testified that he was told by Wozniak that a union man was in the shop on the day that Petroff visited Kulak. According to Johnigan, Wozniak asked him to report anything that he heard or saw concerning a union in the shop. Johnigan also testified that he overheard Wozniak ask Kulak about Petroff's identity after the latter left the shop.

Johnigan stated that the day after Kulak was terminated, he commented to Randall that it was "a damn shame that Larry [Kulak] got canned . . ." Johnigan mentioned that there were several mechanics still working who were junior to Kulak in terms of service with the Respondent. According to Johnigan, Randall replied, "[h]ey, buddy, I don't think it was for lack of work, it was that union deal."

When questioned about the use of the Cadillac building for new car preparation, Johnigan testified that he and the other porters moved the new cars from that building to various lots adjacent to the main showroom after August 22. Johnigan also testified that after August 22, he never observed any new cars being serviced in the Cadillac building.

Another former employee, Arthur Orcutt, testified that 2 days after Kulak was discharged, he (Orcutt) went to a nearby bar after work with several other mechanics from the Respondent's shop. He stated that he remained there until approximately 9 p.m., when he then returned to the body shop in order to ride home with a fellow employee who was working late. On his way into the building, Orcutt met the used car sales manager, Leo George. According to Orcutt, George asked if he was over in the bar with the union fellows organizing? Orcutt replied, "No, I wasn't going to get involved in any such doings at my age, I couldn't afford to." Orcutt testified that George then asked if he were aware that Kulak had been let go for union activities. Orcutt testified that he did not take George's statement seriously as he was under the

The Respondent's answer admitted this particular allegation. In addition, Wozniak's testimony clearly shows that Randall was in charge of the service department in his absence and that he and Randall would alternately stay late to manage the department several nights each week when it was open for business. Wozniak testified that Randall had no authority to hire or fire employees and that he did not attend management staff meetings. There is testimony in the record, however, that Randall had authority to grant employees time off in Wozniak's absence. Moreover, Orcutt, formerly employed as a mechanic, credibly testified that he knew Randall to be a supervisor, and that he had observed a notice on the bulletin board in the service department designating Randall as the assistant service supervisor while the other employees working at the service desk were listed as "writeup men."

On the basis of the above, I find that Randall possessed the indicia of supervisory authority and that he regularly exercised this authority in Wozniak's absence, even though he did not have authority to hire or fire employees. Accordingly, I find him to be a supervisor within the meaning of Section 2(11) of the Act. *Research Designing Service, Inc.*, 141 NLRB 211, 213, *Remington Rand Corporation*, 141 NLRB 1052, 1054. Cf. *John P. Krystyniak d/b/a Red & White Supermarkets*, 172 NLRB No 210.

⁹Johnigan worked for the Respondent as a porter from January to September 1967. While employed by the Respondent he also held a full-time job in the evenings at a stamping plant of Chrysler Corporation. Johnigan voluntarily left the Respondent's employ on September 1

impression that George was only kidding him.

Orcutt also testified that he had observed union authorization cards in Kulak's toolbox prior to his discharge. Orcutt stated that he had occasion to come into the main service department and that he needed a tool. As it was not uncommon for mechanics to borrow tools from each other, he went to Kulak's toolbox while Kulak was away from his stall and he noticed Teamster cards lying in the top of the tray of the toolbox.

Respondent's president, Woodrow W. Woody, testified that he was concerned about the losses which the Respondent had sustained over a 3-month period prior to August 22. Woody stated that business was normally slow during the latter part of the summer immediately preceding a model changeover, but that the losses which the Respondent sustained were greater than usual. He attributed this to the model changeover and also to the uncertainty caused by the possibility of a strike by the United Automobile Workers' Union (U.A.W.) against the automotive industry.¹⁰ Woody testified that because of these factors, he called a meeting of the managers of all of the departments to discuss ways of retrenching in order to minimize losses. Woody stated that the meeting resulted in the decision to reduce costs by consolidating the operations. The foremost way in which this was to be accomplished was to move the new car preparation section from the Cadillac building to the main service department. Woody further testified that while there was no mention of the name of any specific employee during the course of the meeting, he did authorize the department managers to make any reduction in personnel they felt necessary.

Woody denied that Kulak was discharged because of union activities, and in fact stated in a letter to the Board's Regional Office that the Respondent was unaware of any such activity on his part. Woody stated that the Respondent considered Kulak to be a good employee and indicated a willingness in the letter to rehire him when new cars were received in sufficient volume to warrant utilizing the new car prep building.¹¹

Wozniak testified that he and the other department managers attended the meeting with Woody in the afternoon of August 22, and that the meeting lasted for more than an hour. According to Wozniak, he left the meeting and returned to the service department during what he described as "the panic hour"; the time when anxious customers were in the shop or calling on the telephone about the status of their automobiles. Wozniak testified that he spoke to Kulak at approximately 5:45 p.m. after the evening rush had subsided. He stated that he informed Kulak of the Respondent's plans to consolidate its operations and that Kulak's stalls were the logical ones to be used for the new car preparation. He informed Kulak that because of these plans the Respondent would have to let him go, but was willing to give him a good recommendation for future employment. He also stated to Kulak that he could draw unemployment compensation until he secured another job.

Wozniak admitted that Kulak was the only mechanic terminated in order to effectuate the Respondent's plans for consolidation. He stated, however, that during the several weeks immediately following Kulak's discharge, several other mechanics and porters voluntarily quit

¹⁰It was not known at this time whether there would be a strike or, in the event of a strike, which of the automobile manufacturers would be struck. It is a matter of general knowledge that a strike was subsequently called and that the Ford Motor Company was selected as the prime target.

¹¹Woody's letter to this effect is in evidence as Resp. Exh. 4.

because work was slow.¹² Wozniak also admitted that the Respondent retained several mechanics who were junior to Kulak in point of service, but stated that in his judgment they were superior in ability. He acknowledged, however, that he had never informed Kulak that his work was unsatisfactory or that the Respondent did not consider him to be a good mechanic.

Wozniak denied taking a union authorization card from Kulak's toolbox or having a blank card in his shirt pocket on August 22.

Concluding Findings

The Respondent argues that Kulak's discharge was necessitated by the decision to consolidate the operations and was not in any way related to his activities on behalf of the Union. In fact, the Respondent vigorously disclaims any knowledge of Kulak's efforts to organize the service department employees. The record, however, does not support these contentions.

It is manifestly clear that the Respondent was experiencing severe business losses at the time that Kulak's employment was terminated and further, that the decision to consolidate the operations was based solely on economic factors. But this does not address itself to the critical question of whether Kulak was selected for discharge during the economy program because of his involvement with the Union. On the basis of the credible evidence contained in the record, I find that this question must be answered in the affirmative.

First, the evidence does not support the Respondent's claim that it had no knowledge of Kulak's union activities. The unrefuted testimony of Johnigan discloses that on the day that the union representative visited Kulak in the service department, Wozniak told him a union man was in the shop and asked him to report anything he heard or saw in this regard. The following day, Kulak noticed that the union cards in his toolbox had been disturbed and that Wozniak had such a card in his shirt pocket, in front of a plastic pocket protector containing several pencils. Although Wozniak denied having the card, I do not credit him. During the course of the trial, counsel for the Respondent placed a card in Wozniak's pocket, with the blank side facing outward, in an attempt to demonstrate that it would be impossible to identify the card even if it had been there. I observed that more than an inch of the card protruded above the top of the pocket. Thus it was evident that a person standing directly in front of Wozniak could determine that it was a union card, provided he was familiar with it, as in the case of Kulak, and provided he had so positioned himself for the express purpose of making such a determination.

Accordingly, I find it reasonable to infer from the above that Wozniak was not only aware of the union representative's presence in the service department on August 21, but that he was also aware of Kulak's role in the organizing effort.

There is ample evidence in the record to warrant the conclusion that Wozniak's knowledge of Kulak's union activity was a decisive factor in the decision to terminate him. Kulak was the only mechanic terminated, even though there were at least five others junior to him in terms of tenure. Wozniak's explanation that he felt that the others possessed more ability than Kulak rings hollow

in the face of his admission that he had never advised Kulak that his work was unsatisfactory, and also in light of the characterization of Kulak as a "good man" by the Respondent's president in his letter to the Regional Office. More important to this conclusion, however, are the statements made by other supervisors to employees concerning the reason for Kulak's discharge. Randall's statements to Kulak the evening of his discharge and to Johnigan several days later clearly indicates that Kulak's involvement with the Union was the dominant reason for his discharge. Similarly, George's comment to employee Orcutt, while made in jest, brings to light the underlying discriminatory motive for the discharge.

Accordingly, it is within these circumstances that I find that Kulak was discharged because of his activities on behalf of the Union and not for the economic reasons asserted by the Respondent. I further find that the discharge of this employee was for discriminatory reasons with the express purpose of discouraging membership in and activities on behalf of the Union in violation of Section 8(a)(3) and (1) of the Act. *Battle Creek Steel Fabricating Co.*, 169 NLRB No. 125; cf. *Materials Transportation Co.*, 170 NLRB No. 102.

The complaint also alleges that the Respondent committed an independent violation of Section 8(a)(1) of the Act when Wozniak asked employee Johnigan to report back to him anything that he heard or saw in the shop concerning the Union's effort to organize the employees. Johnigan's testimony in this regard is unrefuted in the record. I find, therefore, on the basis of the above-described conduct by Wozniak, the Respondent has committed a separate violation of Section 8(a)(1) of the Act. *Elder-Beerman Stores Corp.*, 173 NLRB No. 68; *Jackson Packing Company*, 170 NLRB No. 155.

There are two other allegations in the complaint which only warrant summary consideration. One relates to alleged coercive interrogation of employees by Wozniak, and the other to interrogation and threats by George, manager of the used car department. In my judgment there is not a scintilla of evidence in the record to support the first allegation. With respect to the second, the record discloses that George, in a kidding manner, asked employee Orcutt if he were over in a bar with the union organizers and mentioned the fact that Kulak was let go because of his involvement with the Union. It is evident from Orcutt's testimony that George's statements were made in a jocular vein and understood by Orcutt to be nothing more than that. George honestly testified that he did not recall the conversation but acknowledged that it might have taken place. In my judgment, George's statements were not meant or construed as threats, nor should they be taken out of context to establish additional violations on the part of the Respondent. Accordingly, I am of the view that the evidence is not sufficient to support the finding of a violation based on these two allegations of the complaint.

CONCLUSIONS OF LAW

1. Woody Pontiac Sales, Inc., is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. Local No. 376, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Inc., is a labor organization within the meaning of Section 2(5) of the Act.

3. Respondent, by the conduct of its supervisor, Wozniak, violated Section 8(a)(1) of the Act by

¹²The mechanics were paid at a flat rate of 50 percent of the cost of every job performed. Consequently, if there was no work for a mechanic to do, he received no pay.

attempting to induce an employee to act as an informant in order to ascertain information about the union activities of other employees.

4. Respondent, by the conduct of its supervisor, Wozniak, violated Section 8(a)(3) and (1) of the Act by discriminatorily discharging employee Lawrence Kulak for the reason that he was engaged in activities on behalf of the above-named Union

5. The aforesaid unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

THE REMEDY

Having found that the Respondent had engaged in certain unfair labor practices, I shall recommend the issuance of an order that it cease and desist therefrom, and that it take certain affirmative action designed to effectuate the policies of the Act. I shall further recommend that the Respondent offer to employee Lawrence Kulak immediate reinstatement to his former or substantially equivalent position, without prejudice to his seniority or other rights and privileges, and make him whole for any losses of earnings he may have suffered by payment to him of a sum of money equal to the amount he would have earned from the date of his unlawful discharge to the date of the offer of reinstatement, less any net earnings during said period. Backpay shall be computed on a quarterly basis in a manner consistent with the Board policy set forth in *F. W. Woolworth Company*, 90 NLRB 289, and interest thereon shall be computed in the manner set forth in *Isis Plumbing & Heating Co.*, 138 NLRB 716.

Accordingly, upon the foregoing findings of fact and conclusions of law, and upon the entire record in this case, and pursuant to Section 10(c) of the Act, I hereby issue the following.

RECOMMENDED ORDER

The Respondent, Woody Pontiac Sales, Inc., its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Attempting to induce employees to act as informers concerning the union activities of their fellow employees.

(b) Discharging employees because they engaged in activities on behalf of Local No. 376, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Inc., or any other union, in order to discourage employee membership in a union.

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

(a) Offer Lawrence Kulak immediate and full reinstatement to his former or substantially equivalent position, without prejudice to his seniority or other rights and privileges previously enjoyed by him, and make him whole for any loss of pay suffered by reason of his discriminatory discharge in the manner set forth in the section of this Decision entitled "The Remedy."

(b) Post at its Hamtramck, Michigan, service department, copies of the attached notice marked "Appendix"¹³ Copies of said notice, on forms provided by the Regional Director for Region 7, after being duly signed by the official representative of the Respondent, shall be posted immediately upon receipt thereof, and shall be maintained for 60 consecutive days thereafter, in conspicuous places, including all places where notices to service department 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 from the receipt of this Decision, what steps the Respondent has taken to comply herewith.¹⁴

¹³If this Recommended Order is adopted by the Board, the words "a Decision and Order" shall be substituted for the words "the Recommended Order of a Trial Examiner" in the notice. If the Board's Order is enforced by a decree of the United States Court of Appeals, the notice shall be further amended by the substitution of the words "a Decree of the United States Court of Appeals Enforcing an Order" for the words "a Decision and Order."

¹⁴In the event that this Recommended Order is adopted by the Board, this provision shall be modified to read "Notify the Regional Director for Region 7, in writing, within 10 days from the date of this Order, what steps the Respondent has taken to comply herewith."

APPENDIX

NOTICE TO ALL EMPLOYEES

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

This notice is posted pursuant to a Recommended Order of the Trial Examiner issued after a trial in which both sides had the opportunity to present evidence. The Trial Examiner found that we violated the National Labor Relations Act and has ordered us to inform our employees of their rights.

The Act gives all employees these rights:

To organize themselves

To form, join, or help unions

To bargain as a group through a representative of their own choosing

To act together for collective bargaining or other mutual aid or protection

To refuse to do any and all of these things

We assure all of our employees that

WE WILL NOT do anything that interferes with these rights.

WE WILL NOT attempt to get employees to inform on the union activities of their fellow employees.

WE WILL NOT discharge employees because they have engaged in activities on behalf of Local No. 376, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Inc., or any other union.

WE WILL make whole Lawrence Kulak for any loss of earnings he may have suffered by reason of his discriminatorily discharge.

WOODY PONTIAC SALES,
INC
(Employer)

Dated _____ By _____ (Representative) _____ (Title)

Note: We will notify the above employee if presently serving in the Armed Forces of the United States of his right to full reinstatement upon application in accordance with the Selective Service Act and the Universal Military Training and Service Act, as amended, after discharge from the Armed Forces.

This notice must remain posted for 60 consecutive days from the date of posting, and must not be altered,

defaced, or covered by any other material

If employees have any question concerning this notice or compliance with its provisions, they may communicate

directly with the Board's Regional Office, 500 Book Building, 1249 Washington Boulevard, Detroit, Michigan 48226, Telephone 226-3244.