

Vanella Buick Opel, Inc.¹ and Amalgamated Local Union 355² and Local 259, United Automobile Workers International Union, United Automobile, Aerospace and Agricultural Implement Workers of America.³ Cases 22-CA-4373 and 22-CB-1857

December 28, 1971

DECISION AND ORDER

BY CHAIRMAN MILLER AND MEMBERS
FANNING AND KENNEDY

On September 23, 1971, Trial Examiner James M. Fitzpatrick issued the attached Decision in this proceeding. Thereafter, the Charging Party filed exceptions and a supporting brief, Respondent Union filed exceptions, and the General Counsel filed exceptions and a supporting brief, only with respect to the remedy.

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

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

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Trial Examiner and hereby orders that the Respondent Employer, Vanella Buick Opel, Inc., Newark, New Jersey, its officers, agents, successors, and assigns, and the Respondent Union, Amalgamated Local Union 355, its officers, agents, and representatives, shall take the action set forth in the Trial Examiner's recommended Order.

¹ Hereinafter referred to as Respondent Employer.

² Hereinafter referred to as Respondent Union

³ Hereinafter referred to as Charging Party

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

JAMES M. FITZPATRICK, Trial Examiner: These consolidated proceedings under Section 10(b) of the National Labor Relations Act, as amended (the Act), arise from charges filed by Local 259, United Automobile Workers International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (herein called Charging Party or UAW), against Vanella Buick Opel, Inc.

(herein called Respondent Employer or the Company), on February 26, 1971, and against Amalgamated Local Union 355 (herein called Respondent Union or Amalgamated) on March 8, 1971. Based thereon the General Counsel of the National Labor Relations Board on behalf of the Board issued a complaint on April 8, 1971, alleging violation of Section 8(a)(1) and (2) of the Act by the Company and Section 8(b)(1)(A) by Amalgamated. Both Respondents filed answers denying the commission of unfair labor practices. The issues posed were tried before me at Newark, New Jersey, on June 14, 1971.

Two issues are presented. The first, about which there is little controversy, is whether the Company recognized Amalgamated and whether the two negotiated and implemented a collective-bargaining agreement for company employees at a time when a representation proceeding was pending before the Board in which the results of a Board-conducted election had not yet been certified. The General Counsel contends that the Company thereby interfered with its employees' Section 7 rights contrary to Section 8(a)(1) and unlawfully assisted Amalgamated contrary to Section 8(a)(2), and that Amalgamated restrained and coerced the employees in violation of Section 8(b)(1)(A). The second issue, strenuously contested, is whether, assuming a violation by Amalgamated is found, an extraordinary remedy as to it is warranted.

Upon the entire record, my observation of the witnesses, and consideration of the arguments of counsel, the brief of the General Counsel, and a letter in the nature of a brief for Amalgamated, I make the following:

FINDINGS OF FACT

I. THE BUSINESS OF RESPONDENT EMPLOYER

Respondent Employer, a New Jersey corporation, is engaged at Plainfield and Scotch Plains, New Jersey, in the retail sale of automobiles and servicing of automobiles at the Plainfield location. During the calendar year of 1970 it received gross revenue in excess of \$500,000 from the sale of products and services and received goods valued in excess of \$500,000 directly from points outside New Jersey. See *Vanella Buick Opel, Inc.*, 191 NLRB No. 107.

II. THE LABOR ORGANIZATIONS INVOLVED

Amalgamated and UAW are both labor organizations which admit to membership employees of the Company and which at times material to the present matter have purported to represent its employees. See *Vanella Buick Opel, Inc.*, *supra*.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. Prior Events Involving the Company

As found by the Board in *Vanella Buick Opel*, UAW and Amalgamated in September 1970 began organizational campaigns among company employees culminating in a consent Board election on October 8, 1970, among the Company's service employees.¹ As a result of challenges

¹ The election which was part of the proceedings in Case 22-RC-4745 was in a collective-bargaining unit consisting of all shop employees

filed to two ballots cast in that election, the Regional Director for Region 22 on October 30, 1970, issued a report on challenged ballots referring the matter to a Trial Examiner for hearing. It was then consolidated for hearing with unfair labor practice charges in the case cited above. After a hearing Trial Examiner James V. Constantine issued his Decision regarding the unfair labor practices, reported on the challenges, and severed the representation case, remanding it to the Regional Director with recommendations. The Board Decision in the unfair labor practice case is *Vanella Buick Opel, Inc., supra*, already referred to. The representation proceeding (22-RC-4745) was pending before the Board at the time of the events hereinafter referred to and at the time of the hearing herein.

B. *The Strike*

On the morning of February 10, 1971, employees in the Company's service and parts department went on strike. One of the employees, service writer Gary Fischer, stood outside the shop door as employees arrived beginning about 7:30 a.m. and announced that they were on strike. None went into work. They stood around or sat in their cars until later in the morning and then went home. No union agents were present. No picketing occurred and no picket signs were used then or the following day.

Sometime on February 10 Fischer put in a telephone call to the office of Amalgamated leaving a message for Business Agent Lester Horowitz to get in touch with him. When Horowitz received the message that evening, he contacted Fischer by telephone and agreed to meet with the employees on the following morning.

On the morning of February 11 when the employees arrived at the shop at the normal time for commencing work, they continued with the strike in the manner of the previous day. In mid-morning Horowitz arrived and conferred with them at a nearby luncheonette. He then proceeded, accompanied by a delegation of three employees including Fischer, to the Company's Scotch Plains location to confront Company President Nicholas Vanella. Speaking for the group, Horowitz told Vanella that the employees were on strike, that they did not wish to wait for a decision from the Board in the pending proceeding, and that they wanted an immediate contract. Vanella replied that he could not deal with them because of the pending Board proceeding. But when Horowitz stated that the employees would not work until he negotiated, Vanella said that he would negotiate, but under duress, if the men would resume work during negotiations. Upon Vanella's assurance that the Company would negotiate, the employees, including two of the delegation meeting with Vanella, returned to work and the strike ended. Vanella and Horowitz, assisted by Fischer who remained with him, then discussed contract terms.

In the latter part of the afternoon of February 11 Horowitz returned to the shop where he again met with the employees. He reported to the assembled employees that the Company and Amalgamated had agreed on the terms of a collective-bargaining agreement which he recited to

including service writers, parts men, porters, lubrication men, bodymen, polishers, and mechanics, excluding all other employees, including office clerical employees, new and used car salesmen, watchmen, guards, and

them. These terms included, among other things, an increased hourly wage rate for mechanics from \$4 to \$4.75. The employees forthwith approved the terms arrived at and also selected Fischer to be the Amalgamated shop steward.

Thereafter mechanics received the increased wage rate. However no dues have been withheld for, or paid to, Amalgamated. Whether the agreed-upon terms were ever incorporated into a written contract does not appear. No written instrument was offered in evidence.

C. *Mitigation Efforts*

On February 26 the UAW filed the instant unfair labor practice charges against the Company and on March 8 those against Amalgamated. On March 16 all interested parties conferred at the Board's Regional Office regarding these charges. Three days later, on March 19, Amalgamated's attorney, Harold Dubliner, wrote to the company attorney, David Kramer, that, effective immediately, Amalgamated was withdrawing from the collective-bargaining agreement, would give no effect to it, would not act as a representative of the Company's service employees, and would not restrain or coerce these employees in the exercise of their Section 7 rights. He also requested that the Company post a copy of his letter in a conspicuous place at the shop. The same day Dubliner wrote the Board's Regional Office offering to settle the charges informally while rejecting a formal settlement which the Regional Office apparently was willing to accept. On March 22 he also wrote each of the employees in the service department repeating the statements made in his March 19 letter to the company attorney.

On behalf of the Company, Attorney Kramer on March 22 wrote to the Regional Director stating, *inter alia*, that the Company would not recognize Amalgamated or any other union as the representative of its service department employees until such a union was certified by the Board, that the Company had not and would not give effect to the collective-bargaining agreement with Amalgamated,² that the Company would post the March 19 letter to the Company from Amalgamated's attorney, and that the Company was willing also to settle the unfair labor practice charges on an informal basis.

D. *Conclusions as to Unfair Labor Practices*

The evidence establishes that the strike of service department employees on February 10 and 11 was their own action. There is no evidence to support the suspicion of the General Counsel that the strike was instigated by either the Company or Amalgamated.

On February 11 Amalgamated, in the person of Horowitz, undertook to negotiate with the Company on behalf of these striking employees. At first the Company refused to negotiate because of the pending representation proceedings, but then, under the threat that the strike would continue, agreed to negotiate on the condition that the servicemen return to work during negotiations. In this context contract terms were agreed upon and ratified by the

supervisors as defined in the Act.

² As noted previously, however, the Company has continued to pay the higher wage rate agreed to.

employees that same day. At least one term of the new agreement, the 75-cent increase in mechanics' hourly wage rate, was implemented and continued in effect at the time of the hearing. The evidence does not establish what, if any, other terms were put into effect. Nevertheless, the agreement and the *de facto* representative status of Amalgamated remained in effect slightly over 5 weeks, from February 11 until March 19, when Amalgamated disclaimed the agreement and its representative status.

In negotiating with Amalgamated and concluding and at least partially implementing an agreement with it in the face of the pending representation proceeding in Case 22-RC-4745 in which the representation of these same employees was at issue and unresolved, the Company failed in its obligation to maintain a neutral position. Breach of this duty clearly infringed upon the employees' Section 7 rights and constituted an unfair labor practice. *Midwest Piping and Supply Co., Inc.*, 63 NLRB 1060. This same conduct rendered unlawful assistance and support to Amalgamated, a further unfair labor practice. It is no defense that it did so under duress of continued strike action.

For its part Amalgamated similarly restrained and coerced the employees regarding their Section 7 rights by negotiating for them and concluding and implementing an agreement at a time when the representation issue remained pending before the Board and it plainly had not been designated as their majority representative. In doing so Amalgamated also committed an unfair labor practice. *Fiore Brothers Oil Company, Inc.*, 137 NLRB 191, enfd. 317 F.2d 710 (C.A. 2).

CONCLUSIONS OF LAW

1. The Company is an employer within the meaning of Section 2(2) engaged in commerce within the meaning of Section 2(6) of the Act. *Vanella Buick Opel, Inc.*, *supra*.

2. Amalgamated and UAW are labor organizations within the meaning of Section 2(5) of the Act. *Vanella Buick Opel, Inc.*, *supra*.

3. By conduct set forth in section III, above, which has been found to constitute unfair labor practices, the Company interfered with, restrained, and coerced its employees in the exercise of rights guaranteed in Section 7 of the Act, and rendered unlawful assistance and support to Amalgamated, thereby engaging in unfair labor practices within the meaning of Section 8(a)(1) and (2) of the Act, and Amalgamated restrained and coerced employees of the Company in the exercise of rights guaranteed in Section 7 of the Act and thereby engaged in unfair labor practices within the meaning of Section 8(b)(1)(A) of the Act.

4. These unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

THE REMEDY

Having found that Respondents engaged in unfair labor practices, I will order them to cease and desist therefrom and take certain affirmative action to effectuate the policies of the Act. The Company argues that it was caught in the middle and realistically should not be faulted for having dealt with Amalgamated under duress of a strike.

Amalgamated urges that if it violated the Act, it was all a mistake. Both urge that in mitigation of their error they have already taken steps which have substantially remedied any unfair labor practices. Although there is a measure of merit in these positions, I conclude that issuance of a cease-and-desist order and posting of notices will provide greater assurance to employees and the public. In this connection I note that the record before me does not establish whether Amalgamated's disclaimer letter of March 19 was in fact ever posted in the shop. Also, in the interim there may have been some turnover in the employee complement. Posting of notices will advise all employees of the corrected position of both Respondents. Moreover, even if Respondents have in some measure corrected their unfair labor practices, because this administrative proceeding deals with public rights and policies, an official pronouncement in the form of a Board cease-and-desist order is appropriate to provide official resolution to whatever questions may persist in the minds of anyone involved.

Because Amalgamated on other occasions has engaged in unfair labor practices with respect to employers other than the company here involved, I shall issue a broad order designed to protect such employees. *Raymond Buick, Inc.*, 173 NLRB 1292, modified 182 NLRB No. 71, enfd. 445 F.2d 644 (C.A. 2).

The General Counsel urges a much more far-reaching remedy as to Amalgamated. He seeks an order requiring Amalgamated to cease and desist from acting as the collective-bargaining representative of any employees of any employer whom it does not presently validly represent, unless and until the Board shall certify it as such representative, with the proviso that, after it has been in effect for 5 years, Amalgamated may apply to the Board for release from such limitation upon a showing that during the intervening period it has conducted itself in such a manner that the limitation will no longer be necessary. This is essentially the remedy recommended by Trial Examiner Plaine in *Raymond Buick, Inc.*, *supra*, which the Board did not adopt under the circumstances there present, particularly the length of time that had elapsed since previous Board adjudications of unlawful conduct by Amalgamated and the close factual and legal questions resolved in that case. The Board there said "we do not believe the proposed remedy is warranted at this time." However, noting Amalgamated's past similar conduct and "its peculiar proclivity to be involved in collusive situations," the Board issued a broad order designed to protect the rights of employees of other employers not involved in that case. The Second Circuit in its decision of June 24, 1971, enforcing the Board's Order, commented that "the remedies imposed by the Board were all fully within its power."

The General Counsel in effect is saying that it is now time to take another look at Amalgamated's history of violations and to again consider the remedy recommended by Trial Examiner Plaine in *Raymond Buick*. The General Counsel cites the same Board cases involving Amalgamated that preceded *Raymond Buick* and were considered in that case. These were *Lundy Manufacturing Corp.*, 125 NLRB 1188; *Fiore Brothers Oil Co., Inc.*, 137 NLRB 191; *Salmirs Oil Co.*, 139 NLRB 25; and *Malcolm Konner Chevrolet, Inc.*, and *Konner Chevrolet, Inc.*, 141 NLRB 541. He adds to this list

the *Raymond Buick* case itself. But of course the findings in that case were before the Board when it was decided and its citation adds nothing new to the picture.

In addition he urges that since *Raymond Buick Amalgamated* has engaged in such further flagrant violations of Section 8(b)(1)(A) of the Act as to justify a conclusion that the picture has now changed and an extraordinary remedy, such as the Plaine remedy, is in order even though such was not deemed appropriate by the Board at the time of the *Raymond Buick* decision. No Board decisions as such are cited to support this contention. In a post trial motion, the General Counsel urges that judicial notice be taken of a judgment in civil contempt issued July 12, 1971, by the United States Court of Appeals for the Second Circuit in *N.L.R.B. v. Amalgamated Local Union 355*, 77 LRRM 3082, in which Amalgamated and two of its named officials (not involved in the present matter) were adjudged in civil contempt. In that matter the court of appeals considered and approved in all respects the report and findings of its special master, John F. Dooling, Jr., United States District Judge for the Eastern District of New York, on October 23, 1970, *N.L.R.B. v. Amalgamated Local Union 355*, 77 LRRM 2989. The General Counsel's motion also asks that judicial notice be taken of the findings set out in the special master's report. At the hearing in the present matter, held prior to the issuance of the court of appeals' judgment in civil contempt, judicial notice of the special master's report, which had already been issued, was refused because of its lack of finality. The court of appeals having now adopted those findings, I grant the General Counsel's posthearing motion to take judicial notice of both the judgment in civil contempt and the report and findings of the special master. Amalgamated's opposition on the ground that in the contempt litigation it is seeking review by the United States Supreme Court is, in my view, without merit.

The court of appeals judgment in civil contempt and the findings of its special master, which it adopts, demonstrate additional violations of employee rights by Amalgamated and a continuation of its "peculiar proclivity to be involved in collusive situations" noted by the Board in *Raymond Buick*. The special master's findings deal with what may be described as collusive conduct by Amalgamated in regard to two employers, Robin Ford Sales, Inc., and Consolidated Petroleum Terminal, Inc. Neither of these situations appears to be directly involved in unfair labor practice cases before the Board. Both were situations involving "other employers" within the meaning of three broad orders issued by the Board and enforced by the court of appeals. In one of these, *N.L.R.B. v. Salmir Oil Co.* (unreported), the court's decree was entered by default. In the other two, *N.L.R.B. v. Richmond Rambler Sales* and *N.L.R.B. v. Command Lincoln-Mercury Corp.* (both unreported), court decrees were entered by consent. None of the conduct complained of in the contempt proceeding involved employers, or employees of employers, named in these three cases.

Nothing in the present case itself would justify the extraordinary remedy sought by the General Counsel. The

violations here are perhaps more than technical, but their impact has been watered down to virtually nothing by the efforts of Respondents to mitigate their effect. For remedy purposes the present case adds little to that which was before the Board in *Raymond Buick*. Although the court of appeals, in its contempt judgment, ordered Amalgamated to take various steps to purge itself of contempt, it did not include among those measures anything like the remedy which the General Counsel now seeks. If that higher authority has not availed itself of such stern measures, it is difficult to see how the same circumstances justify them in the present unrelated proceeding, the circumstances of which show it to be singularly frail vessel for the cargo which General Counsel would load upon it.

The remedy ordered by the Board (and approved by the court), in *Raymond Buick*, is some indication of what the Board deems appropriate. Considering that the proposed remedy was not adopted there, nor was anything like it included by the court of appeals among the measures required of Amalgamated to purge itself of contempt, and that the circumstances in the current case do not afford compelling reasons for an extraordinary remedy, I conclude that such is not appropriate. Accordingly, I recommend a remedy similar to the Board's order in *Raymond Buick*.

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

ORDER

A. Respondent Vanella Buick Opel, Inc., its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Recognizing Respondent Union, Amalgamated Local Union 355, as the representative of any of its employees concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other terms and conditions of employment.

(b) Giving effect to the terms agreed upon in collective bargaining with Amalgamated Local 355 on February 11, 1971, or any modification, extension, or renewal thereof; provided, however, that nothing in this Decision and Order shall require Respondent Employer to vary or abandon any wage or salary, hours, seniority, or other substantive feature of its relations with its employees, which it has established in the performance of such agreed terms, or to prejudice the assertion by employees of any rights they may have under those terms.

(c) Giving any other assistance or support to Amalgamated Local 355.

(d) In any other manner interfering with, restraining, or coercing its employees in the exercise of their right to self-organization, to form labor organizations, to join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities.

³ In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and the Recommended Order herein shall, as

provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and order, and all objections thereto shall be deemed waived for all purposes

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

(a) Withdraw and withhold all recognition from Amalgamated Local 355 as the collective-bargaining representative of any of its employees concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other terms or conditions of employment, unless and until the Board shall certify Amalgamated Local 355 as such representative.

(b) Post at its premises at Plainfield and Scotch Plains, New Jersey, copies of the attached notices marked "Appendix A" and "Appendix B."⁴ Copies of the notice Appendix A, on forms provided by the Regional Director for Region 22, after being duly signed by Respondent Employer's 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 by Respondent Employer to insure that said notices are not altered, defaced, or covered by any other material.

(c) Mail or deliver forthwith to the Regional Director for Region 22 additional signed copies of the notice Appendix A, on forms provided by the Regional Director and signed on behalf of Respondent Employer as set out above, for posting by Amalgamated Local 355 at its business offices and meeting halls in conspicuous places, including places where notices to members are customarily posted.

(d) Post and maintain at the same places and under the same conditions provided in paragraph A2(b), above, as soon as forwarded by the Regional Director for Region 22, copies of the notice marked "Appendix B."

(e) Notify the Regional Director for Region 22, in writing, within 20 days from the date of the receipt of this Decision, what steps Respondent Employer has taken to comply herewith.⁵

B. Respondent Union, Amalgamated Local Union 355, its officers, agents, representatives, successors, and assigns, shall:

1. Cease and desist from:

(a) Acting as the collective-bargaining representative of any of the employees of Respondent Employer, Vanella Buick Opel, Inc., unless and until the Board shall certify it as such representative.

(b) Giving effect to the terms agreed upon in collective bargaining with Vanella Buick Opel, Inc., on February 11, 1971, or any modification, extension, or renewal thereof.

(c) In any other manner restraining or coercing employees of Vanella Buick Opel, Inc., or any other employer, in the exercise of their right to self-organization, to form labor organizations, to join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities.

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

(a) Post at its offices and meeting halls copies of the attached notices marked "Appendix A" and "Appendix B." Copies of notice Appendix B, on forms provided by the

Regional Director for Region 22, after being duly signed by Respondent Union's 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 members are customarily posted. Reasonable steps shall be taken to insure that said notices are not altered, defaced, or covered by any other material.

(b) Mail or deliver forthwith to the Regional Director for Region 22 additional signed copies of the notice Appendix B, on forms to be provided by the Regional Director and signed on behalf of Amalgamated Local 355 as set out in the preceding paragraph, for posting by Vanella Buick Opel, Inc., at its premises in Plainfield and Scotch Plains, New Jersey, in conspicuous places, including all places where notices to employees are customarily posted.

(c) Post and maintain at the same places and under the same conditions as provided in paragraph B2(a), above, as soon as forwarded by the Regional Director for Region 22, copies of the notice marked "Appendix A."

(d) Notify the Regional Director for Region 22, in writing, within 20 days from the date of the receipt of this Decision, what steps Amalgamated Local 355 has taken to comply herewith.⁶

⁴ In the event that the Board's Order is adopted by a judgment of a United States Court of Appeals, the words in the notices reading "Posted by Order of the National Labor Relations Board" shall be changed to read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board"

⁵ In the event that this recommended Order is adopted by the Board after exceptions have been filed, this provision shall be modified to read "Notify the Regional Director for Region 22, in writing, within 20 days from the date of this Order, what steps Respondent Employer has taken to comply herewith"

⁶ In the event that this recommended Order is adopted by the Board after exceptions have been filed, this provision shall be modified to read: "Notify the Regional Director for Region 22, in writing, within 20 days from the date of this Order, what steps Respondent Union has taken to comply herewith"

APPENDIX A

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

Notice to all employees and to all members of Amalgamated Local 355. The National Labor Relations Board having found, after a trial, that we violated the Federal law by recognizing and bargaining with Amalgamated Local Union 355 and implementing terms agreed upon with that Union:

WE WILL withdraw and withhold all recognition from Amalgamated Local Union 355 as collective-bargaining representative of any of our employees, unless and until Local 355 is so certified by the National Labor Relations Board.

WE WILL NOT give effect to the terms agreed upon in collective bargaining with Local 355 on February 11, 1971, or to any modification, extension, or renewal thereof.

WE WILL NOT give any assistance or support to Local 355.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their rights to self-organization, to join or assist any labor organization, to bargain collectively concerning terms or conditions of employment 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.

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

VANELLA BUICK OPEL, 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, Federal Building, 16th Floor, 970 Broad Street, Newark, New Jersey 07102, Telephone 201-645-2100.

APPENDIX B

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

Notice to all members of Amalgamated Local Union 355

and to the employees of Vanella Buick Opel, Inc. The National Labor Relations Board having found, after a trial, that we violated the Federal law by representing the service department employees of Vanella Buick Opel, Inc., and in negotiating, agreeing upon, and implementing terms of employment agreed upon with that Employer:

WE WILL NOT act as the collective-bargaining representative of employees of Vanella Buick Opel, Inc., unless and until we have been certified by the National Labor Relations Board as such representative.

WE WILL NOT give effect to the terms agreed upon in collective bargaining with Vanella Buick Opel, Inc., on February 11, 1971, or any modification, extension, or renewal thereof.

WE WILL NOT in any other manner restrain or coerce employees of Vanella Buick Opel, Inc., or of any other employer, in the exercise of their rights to self-organization, to join or assist labor organizations, 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 engaging in any such activity.

AMALGAMATED LOCAL
UNION 355
(Labor Organization)

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, Federal Building, 16th Floor, 970 Broad Street, Newark, New Jersey 07102, Telephone 201-645-2100.