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DTG Operations, Inc. d/b/a Dollar Rent A Car and Thrifty Car Rental and E. Sunny Pagliocca and Ruben V. Lara, III and Kristina Hayden. Cases 28–CA–23059, 28–CA–23069, and 28–CA–23107

July 20, 2011

DECISION AND ORDER

BY CHAIRMAN LIEBMAN AND MEMBERS BECKER
AND HAYES

On December 27, 2010, Administrative Law Judge Jay R. Pollack issued the attached decision. The Acting General Counsel and the Respondent each filed exceptions, a supporting brief, and an answering brief. The Acting General Counsel also filed a reply to the Respondent's answering brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,¹ and conclusions and to adopt the recommended Order.²

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, DTG Operations, Inc. d/b/a Dollar Rent A Car and Thrifty Car Rental, Las Vegas,

¹ The Acting General Counsel and the Respondent have excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enf. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

² For the reasons stated in his dissenting opinion in *J. Picini Flooring*, 356 NLRB No. 9 (2010), Member Hayes would not require electronic distribution of the notice.

Nevada, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

Dated, Washington, D.C. July 20, 2011

Wilma B. Liebman, Chairman

Craig Becker, Member

Brian E. Hayes, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

Joel C. Schochet, Esq. and *Pablo A. Godoy, Esq.*, for the General Counsel.

Michael W. Casey III, Esq. and *Teresa M. Maestrelli, Esq.* (*Epstein Becker & Green*), of Miami, Florida, for the Respondent.

DECISION

STATEMENT OF THE CASE

JAY R. POLLACK, Administrative Law Judge. I heard this case in trial in Las Vegas, Nevada, from October 5 through 8, 2010. On June 8, 2010, E. Sunny Pagliocca (Pagliocca) filed the charge in Case 28–CA–23059 alleging that DTG Operations, Inc. d/b/a Dollar Rent A Car and Thrifty Car Rental (Respondent) violated Section 8(a)(1) and (3) of the National Labor Relations Act (the Act). On June 15, 2010, Ruben V. Lara III (Lara) filed the charge in Case 28–CA–23069 alleging that Respondent violated Section 8(a)(1) and (3) of the Act. On July 19, 2010, Kristina Hayden filed the charge in Case 28–CA–23107 alleging that Respondent violated Section 8(a)(1) and (3) of the Act. On July 20, 2010, the Regional Director for Region 28 of the National Labor Relations Board (the Board) issued a consolidated complaint and notice of hearing against Respondent alleging that Respondent violated Section 8(a)(1) and (3) of the Act. Respondent filed a timely answer to the complaint denying all wrongdoing.

The parties have been afforded full opportunity to appear, to introduce relevant evidence, to examine and cross-examine witnesses, and to file briefs. Upon the entire record, from my observation of the demeanor of the witnesses¹ and having considered the posthearing briefs of the parties, I make the following

¹ The credibility resolutions herein have been derived from a review of the entire testimonial record and exhibits, with due regard for the logic of probability, the demeanor of the witnesses, and the teachings of *NLRB v. Walton Mfg. Co.*, 369 U.S. 404, 408 (1962). As to those witnesses testifying in contradiction to the findings herein, their testimony has been discredited, either as having been in conflict with credited documentary or testimonial evidence or because it was in and of itself incredible and unworthy of belief.

FINDINGS OF FACT

I. JURISDICTION

Respondent, an Oklahoma corporation, with an office and place of business in Las Vegas, Nevada, has been engaged in the business of retail and nonretail leasing of automobiles. During the 12 months ending June 8, 2010, Respondent received gross revenues in excess of \$500,000. During the same period of time, Respondent purchased and received goods valued in excess of \$50,000 directly from points located outside the State of Nevada. Respondent admits and I find that Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

Respondent admits and I find that Iron Workers Shopmen's Local 509, affiliated with the International Association of Bridge, Structural, Ornamental Reinforcing Iron Workers (the Union), is a labor organization within the meaning of Section 2(5) of the Act.

II. THE ALLEGED UNFAIR LABOR PRACTICES

A. *Issues*

The consolidated complaint alleges that Respondent unlawfully discharged employees Pagliocca, Lara, and Hayden in order to discourage union membership and activities in violation of Section 8(a)(3) and (1) of the Act and unlawfully interogated employees, unlawfully prohibited employees from discussing union activities, threatened employees with discharge, and other reprisals for discussing union activities. Respondent avers that Pagliocca, Lara, and Hayden were discharged for violations of company rules and not for any reasons prohibited under the Act.

B. *Background*

Respondent operates vehicle rental facilities nationwide and has its headquarters in Tulsa, Oklahoma. Respondent is comprised of both Dollar Rent A Car (Dollar) and Thrifty Car Rental (Thrifty). In Las Vegas, each brand has its own rental contract at McCarran Airport but only Dollar also has rental facilities at the Swenson Street location and at 10 hotel locations.

Respondent employs approximately 160 individuals at its Las Vegas facilities. Pagliocca, Lara, and Hayden were rental sales agents (RSAs). RSAs are paid an hourly wage plus commission on the vehicles they rent. Important to this case is the fact that RSAs receive commission on the incremental products they convince their customers to purchase. At the end of each month, the amount of incremental products purchased by the RSA's customers is totaled and each incremental product is counted for each day the customer rented the vehicle. That amount is then divided by the total number of days for which the RSA rented vehicles and results in the RSA's yield. If the RSA's yield meets the month's sales target they are paid their yield. If an RSA does not sell any incremental products, the RSA's yield would be zero and he or she would not receive a commission that month. RSAs must maintain a certain yield to maintain their employment.

In this case, Respondent contends that Pagliocca was discharged because she refused to rent to a customer so as to manipulate her yield. Respondent contends that Lara and Hayden were discharged because of customer complaints that they pushed too hard to sell incremental products.

Pagliocca worked for Respondent for 10-1/2 years. Respondent admitted that Pagliocca had no trouble maintaining her yields. Just 3 months prior to her discharge, Pagliocca earned a prize from Respondent for her sales. Pagliocca worked at Respondent's Swenson Street location where customer traffic was low.

In early November 2009, Pagliocca was invited to a union meeting. She attended several union meetings and spoke with other employees about the Union. She spoke to employees about the Union in the presence of Connie Hardy, operations manager.

On November 30, 2009, Pagliocca reported to work at 8 a.m. She testified that she received a memo stating that there would be no "walkups" that day.² Respondent contends that no such memorandum issued. It contends that this was the Monday after Thanksgiving and that many cars were available. Its records show that many cars were available. Further, other RSAs rented to walkups that day and Pagliocca herself rented to a walk up that day.³

About 8:30 a.m. on November 30, Jill Syler, local marketing manager, called Pagliocca and asked if she could send a customer to Swenson Street to pick up a car. Pagliocca informed Syler that she had no cars available at that time but might have a car available later that date. Syler referred the customer to Respondent's airport location.

Later that day, Syler learned that cars had been available as early as 7 a.m. that day. Syler then spoke with Clayton Hopkins, general manager, to complain about being told that there were no cars available when cars were in fact available. Hopkins had previously told Syler he believed RSAs were not cooperating with Syler because her customers did not purchase incremental products and because Syler's customers had negotiated rates lower than offered to others. Hopkins told Syler that he would look into the matter of November 30.

Hopkins contacted Misty Guillermo, city operations manager, and asked Guillermo to investigate why Pagliocca failed to complete the rental for Syler. Hopkins knew that many cars were available the Monday after Thanksgiving. Hopkins also discovered that Pagliocca had failed to rent a vehicle to a guest with a reservation on November 30.

On December 3, Guillermo requested approval from Respondent's corporate office to discharge Pagliocca. On December 5, Operations Managers Mark Pfeifer and Daniel Silva spoke with Pagliocca about the failure to provide a vehicle for Syler's customer. Pagliocca said that she did not remember the incident with Syler. On December 7, Jeremy Blair, senior op-

² A "walkup" is a customer that does not have a reservation. On occasion, Respondent's dispatchers issue memoranda indicating that in order to meet reservations, cars are not to be rented to walkups, people without reservations.

³ The walkup customer that Pagliocca did rent to purchased an incremental product.

erations manager, sent Hopkins an email stating that Pagliocca had falsely told a customer that there was no reservation in her name on November 30.

On December 10, the termination of Pagliocca's employment was approved by Respondent's corporate office for "manipulating the rental process for personal gain" and "Neglect of duties and poor work performance."

On December 12, Pagliocca was called into the office and informed by Frances Paulson, operations manager, that she was suspended for 2 days and would receive a call from Misty Guillermo, city operations manager. On December 14, Pagliocca called Guillermo and was directed to come into the office at noon. When Pagliocca went to the office that day, she met with Hopkins and Guillermo. Hopkins informed Pagliocca that she was being terminated. Hopkins stated that he did not know why Pagliocca did not rent the car to Syler's customer when cars were available. Pagliocca asked if they were through and Guillermo said they were. Guillermo left and as Pagliocca was leaving, Hopkins asked her if she had heard any rumors about the Union. Pagliocca answered that she didn't know what he was talking about and Hopkins apologized.

Respondent's discipline policy generally has three categories: offenses that normally require progressive discipline; attendance issues; and offenses warranting immediate termination. Some examples of offenses that result in immediate termination are failure to follow rental procedures, theft, fraud, and sharing passwords. Offenses that require progressive discipline are matters such as poor job performance and failure to do paperwork properly. The normal steps of progressive discipline are verbal counseling, followed by written warnings, suspension, followed by termination.

Respondent's rental procedures specifically prohibit RSAs from manipulating rental procedures to meet their sales goals, described as "Finding a way to decline a multi-day customer who is not purchasing optional products" and "passing on walkup customers you pre-qualify who do not wish to purchase additional options." Respondent's rental procedures state that violating one or more of these procedures will result in termination. Respondent produced evidence that two other employees were terminated in 2009 for failing to rent to local customers or VIP customers.

Lara began working for Respondent in 2004. He transferred to Las Vegas in 2006. In 2007, Lara was promoted to lead RSA but after 1-1/2 to 2 years as lead RSA, Lara decided to return to being an RSA rather than change to nights, which he would have had to do to remain a lead RSA.

Lara testified that it was very important to sell upgrades and additional coverage (the incremental products) as the commissions on these products constituted most of the RSA's compensation. Further emphasizing the importance of an RSA selling as much as possible was the fact that an RSA could be disciplined for not meeting the minimum sales requirement.

During his employment, Lara received positive evaluations, while at the same time receiving several written warnings. Lara knew that he could be disciplined for violating Respondent's rental policy, and he knew that the most frequent customer complaint related to aggressiveness of RSAs in selling extra products.

In early 2010, Lara learned that there was union activity at the Swenson Street location. After the Union filed a petition in February, Lara attended two union meetings, passed out union flyers, and spoke to other employees about the Union. Lara spoke up at two company held meetings about the Union. Hopkins was present when Lara suggested that employees hear the Union's side. Hopkins was also present when Lara stated that while Hopkins had an open door, everything stopped there. Lara further stated that the Union might not be a bad idea.

In early March, at about 10:30 a.m., Lara was in the break-room speaking with two employees about the Union, when Frances Paulson, operations manager, entered the room. Paulson told the employees that they should not be talking about the Union. Lara continued on his break but stopped talking about the Union.

Throughout his employment with Respondent, Lara received written warnings and even suspensions for using aggressive tactics in selling products to customers. On September 16, 2009, Jeremy Blair, senior operations manager, issued Lara a "Second Written Notice" for using a threatening tone with a customer. On September 23, 2009, Blair issued a "Suspension Notice" to Lara for poor customer performance. This suspension was due to two customer complaints. On March 22, 2010, another customer complained about Lara's use of high pressure tactics. According to Respondent, Lara's actions constituted the final step in the progressive discipline chain.

On April 1, 2010, Guillermo requested approval of Lara's discharge from Respondent's corporate offices. On April 2, Guillermo and Pfeifer spoke with Lara about the customer complaint. Lara admitted to pushing coverage on all of his customers. Lara stated that he did not remember this particular customer but denied that he was smug or condescending. Lara further stated that since his suspension, he had been "walking on pins and needles because he knew that one mess up could cost him his job."

On April 4, Lara met with Hopkins. Lara asked to have a witness with him as instructed by the Union. Hopkins denied Lara's request for a witness. On April 9, Respondent's corporate offices approved Lara's termination. In 2008 and 2009, Respondent had terminated two other employees after customers had complained about their sales tactics.

Hayden began working for Respondent in October 2006 as a RSA. Before 2010, Hayden had received warnings for policy violations. In April 2009, Hayden was suspended because she had informed a customer that optional insurance was not optional. Hayden's discharge was approved but that discharge was revoked because another employee had committed the same offense and not been discharged. Instead, Hayden was given a suspension and a final warning. From the date of her suspension in 2009, Hayden received numerous customer complaints regarding her sales technique. On November 15, 2009, Hayden was issued a training communication by Constance Char, operations manager, for misrepresenting Respondent's prepaid fuel policy.

In early March 2010, Hayden attended a company held meeting regarding unions. She later attended union meetings and handed out union pamphlets to other employees. At the end of March, Hayden was in the breakroom with service agent Paul

Bradley when Constance Char, operations manager, came into the room. Char told the two employees that they could be terminated for speaking about the Union. The employees ended their discussion.

On March 27, one of Respondent's customers complained about Hayden's use of scare tactics. On March 30, pursuant to the complaint submitted on March 27, Hopkins sought Respondent's clearance to discharge Hayden. On April 1, Hayden met with Operations Manager Laura Sottile, and Guillermo. Guillermo said that a customer had complained that Hayden had used scare tactics in attempting to sell products. Hayden said she expected to be called into the office because of the anti-union meetings. She also told the managers that she had an incident with Char but did not describe the incident. Guillermo said she would look into the matter.

On April 2, Employee Relations Manager Randy Betancourt gave his recommendation that Hayden be discharged for "Failure to Follow Rental procedures" and for "Poor Work Performance."

On or about April 5, Hayden went out on family medical leave approved by Respondent. On April 14, Hopkins called Hayden at home and informed her that Respondent had terminated her employment.

C. Analysis and Conclusions

1. The alleged interrogation

To determine whether questioning about union activities violates the Act, the Board asks, "whether under all the circumstances the interrogation reasonably tends to restrain, coerce, or interfere with rights guaranteed by the Act." *Sunnyvale Medical Clinic*, 277 NLRB 1217(1985). Factors considered by the Board include the background of the relationship, the nature of the information sought, the identity of the questioner, and the place and method of the interrogation.

Here, Hopkins, Respondent's general manager, questioned Pagliocca about the Union in his office after she had just been terminated. Based on the facts that Hopkins was Respondent's highest official in Las Vegas, that the questioning took place in his office, and at the conclusion of Pagliocca's termination, I find that questioning reasonably tended to restrain and coerce Pagliocca in violation of Section 8(a)(1) of the Act.

2. The prohibition of union discussions

Section 8(a)(1) proscribes, among other things, employer interference with employees rights to discuss the terms and conditions of their employment with others. See *Beth Israel Hospital v. NLRB*, 437 U.S. 483 (1978) (The right of employees to self-organize and bargain collectively established by Section 7 of the NLRA, 20 U.S.C. Section 157, necessarily encompasses the right effectively to communicate with one another regarding self organization at the jobsite.) A rule which purports to ban union activity during working hours is presumed invalid because it is overly broad and tends to connote periods from the beginning of the workday to the end of the workday, including the employees own time. *Our Way, Inc.*, 268 NLRB 394, 394-395 (1983).

In this case, Lara was on break with two other employees when Paulson entered the room and declared that the employ-

ees should not be discussing the Union. Accordingly, I find that by this action, Respondent violated Section 8(a)(1) of the Act.

Further, Hayden was discussing the Union while on break when Char entered the room and stated that the employees could be discharged for talking about the Union. Accordingly, I find that by this action Respondent violated Section 8(a)(1) of the Act.

D. The Discharges

In cases involving dual motivation, the Board employs the test set forth in *Wright Line*, 251 NLRB 1083, 1089 (1980), *enfd.* 662 F.2d 899 (1st Cir. 1981), *cert. denied* 455 U.S. 989 (1982), approved in *NLRB v. Transportation Management Corp.*, 462 U.S. 393, 399-403 (1983). Initially, the General Counsel must establish by a preponderance of the credible evidence that anti union sentiment was a "motivating factor" for the discipline or discharge. This means that the General Counsel must prove that the employee was engaged in protected activity, that the employer knew the employee was engaged in protected activity, and that the protected activity was a motivating reason for the employer's action. *Wright Line*, *supra*, 251 NLRB at 1090. Unlawful motivation may be found based upon direct evidence of employer animus toward the protected activity. *Robert Orr/Sysco Food Services*, 343 NLRB 1183, 1184 (2004). Alternatively, proof of discriminatory motivation may be based on circumstantial evidence, as described in *Robert Orr/Sysco Food Services*, *supra*:

To support an inference of unlawful motivation, the Board looks to such factors as inconsistencies between the proffered reasons for the discipline and other actions of the employer, disparate treatment of certain employees compared to other employees with similar work records or offenses, deviations from past practice, and proximity in time of the discipline to the union activity. *Embassy Vacation Resorts*, 340 NLRB [846, 848] (2003).

If the General Counsel has satisfied the initial burden, the burden of persuasion shifts to Respondent to show by a preponderance of the credible evidence that it would have taken the same action even in the absence of the employee's protected activity. *Peter Vitalie Co.*, 310 NLRB 865, 871 (1993). If Respondent advances reasons which are found to be false, an inference that the true motive is an unlawful one may be warranted. *Shattuck Denn Mining Corp. v. NLRB*, 362 F.2d 466, 470 (9th Cir. 1966); *Limestone Apparel Corp.*, 255 NLRB 722 (1981), *enfd.* 705 F.2d 799 (6th Cir. 1982). However, Respondent's defense does not fail simply because not all the evidence supports its defense or because some evidence tends to refute it. *Merrilat Industries*, 307 NLRB 1301, 1303 (1992). Ultimately, the General Counsel retains the burden of proving discrimination. *Wright Line*, *supra*, 251 NLRB at 1088 *fn.* 11.

The Discharge of Pagliocca

The General Counsel has established both Pagliocca's union activities and the knowledge or constructive knowledge of those activities by Respondent. There is no doubt that Respondent suspected that Pagliocca failed to rent a car to Syler's customer when cars were available. The issue as to Pagliocca is

whether or not the conduct was the reason for the discharge rather than her protected union activities. It is therefore the termination process that must be examined.

First, I find that the actions of Syler were based on a good-faith belief that Pagliocca had failed to rent to her customer when cars were available. For legitimate reasons, Syler reported her concerns to Hopkins. Second, I find that Hopkins had a good-faith belief that Pagliocca had cars available and that she had refused to rent the car in order to manipulate her yield. Thus, I find his referral of this matter to Guillermo was for legitimate business reasons.

I further find that the investigation that took place was consistent with Respondent's business practices and was not evidence of disparate treatment of Pagliocca. Nor do I find evidence that the actions taken against her were because of her union activities or to discourage the union activities of others.

Respondent has demonstrated that the rule against manipulating the rental process for personal gain is enforced strictly and consistently. Considering the context, I find that the General Counsel has not been able to demonstrate by a preponderance of the credible evidence that the discharge recommendations involving Pagliocca were based on antiunion sentiment. Given this finding, it follows that the General Counsel has failed to prove that Pagliocca was fired for union activities as alleged in the complaint.

The Discharge of Ruben Lara

My analysis of the discharge of Lara applies the same analytical framework used to consider the discharge of Pagliocca. I find the General Counsel has established his union activities and that his union activities were known to Respondent's supervision and management.

Lara's circumstances involved Respondent's actions in several steps. Lara was given a "Second Written Notice" on September 16, 2009, for using a threatening tone with a customer. Then on September 23, 2009, Lara was issued a suspension based on two customer complaints. On March 22, 2010, Respondent received another customer complaint concerning Lara's sales tactics. Under Respondent's progressive discipline system, Lara was subject to termination.

On April 2, when Guillermo and Pfeifer spoke to Lara about the customer complaint, Lara admitting knowing that "one mess up could cost him his job." Considering the events up to and including the final customer complaint, I find there is no evidence that antiunion or protected conduct informed the process. I therefore find that the General Counsel failed to establish consistent with the analytical framework set forth supra, that Lara was discharged in violation of the Act.

Given this finding, it follows that the General Counsel has failed to prove that Lara was fired for union activities as alleged in the complaint.

The Discharge of Hayden

The General Counsel has established Hayden's union activities and Respondent's knowledge of those activities. The same analytical approach as undertaken in resolving the earlier allegations applies here.

On April 13, 2009, Hayden was issued a "Suspension and Final Written Notice" for using improper verbiage with a cus-

tomers. Hayden's discharge had been changed to a "Suspension and Final Written Notice." Thereafter, on November 15, 2009, Hayden was not discharged but instead given a "Training Communication" for misrepresenting Respondent's prepaid fuel policy. On March 27, 2010, Respondent received a complaint that Hayden had used scare tactics.

The General Counsel takes the position that Hayden received numerous complaints and that Respondent only discharged her after she engaged in union activities. Considering the testimony of the witnesses and their demeanor as well as the arguments of the parties and the record as a whole, I reject the General Counsel's argument. Rather, I find in agreement with Respondent, that under Respondent's progressive discipline system Hayden was subject to termination after using scare tactics in violation of Respondent's rental procedures.

It follows that the General Counsel has failed to prove that Hayden was discharged because of her union activities as alleged in the complaint. Therefore, I shall dismiss those complaint paragraphs that apply to Hayden.

E. Summary and Conclusion

The complaint alleges three wrongful discharges in violation of Section 8(a)(1) and (3) of the Act. I have found in each instance the General Counsel has not sustained the allegation. I have further determined the relevant allegations of the complaint shall be dismissed.

CONCLUSIONS OF LAW

1. Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.
2. The Union is a labor organization within the meaning of Section 2(5) of the Act.
3. Respondent violated Section 8(a)(1) of the Act by interrogating an employee about union activities.
4. Respondent violated Section 8(a)(1) of the Act by telling employees not to discuss the Union and by threatening employees with discharge for discussing the Union.
5. Respondent did not otherwise violate the Act as alleged in the complaint.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

Upon the foregoing findings of fact and conclusions of law, and upon the entire record, and pursuant to Section 10(c) of the Act, I issue the following recommended⁴

⁴ All motions inconsistent with this recommended Order are denied. In the event no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

ORDER

Respondent, DTG Operations, Inc. d/b/a Dollar Rent A Car and Thrifty Car Rental, Las Vegas, Nevada, its officers, agents, successors, and assigns, shall

1. Cease and desist from
 - (a) Telling employees that they could not discuss unions.
 - (b) Threatening employees with discharge if they engage in conversations about unions.
 - (c) Interrogating employees about union activities.
 - (d) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

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

(a) Within 14 days after service by the Region, post at its facilities in Las Vegas, Nevada, copies of the attached notice marked "Appendix."⁵ Copies of the notice, on forms provided by the Regional Director for Region 28, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since December 2009. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an

⁵ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

internet site, or other electronic means, if the Respondent customarily communicates with its employees by such means.

(b) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. December 27, 2010

APPENDIX

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

After a hearing at which all sides had a chance to give evidence, the National Labor Relations Board has found that we violated Section 8(a)(1) of the National Labor Relations Act, as amended, and has ordered us to post and abide by this notice.

The National Labor Relations Act gives all employees the following rights:

FEDERAL LAW GIVES YOU THE RIGHT TO

- Form, join, or assist a union
- Choose representatives to bargain with us on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities

WE WILL NOT threaten you with discharge for engaging in conversations about unions.

WE WILL NOT tell you that you cannot discuss unions at work.

WE WILL NOT interrogate you about union activities.

DTG OPERATIONS, INC. D/B/A DOLLAR RENT A CAR
AND THRIFTY CAR RENTAL