

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

REEDMAN-TOLL, L.P.

and

**Cases 4-CA-36331
4-CA-36403
4-CA-36477
4-CA-36547
4-CA-36655
4-CA-36808
4-CA-36892
4-CA-37038
4-CA-37085
4-CA-37212
4-CA-37322
4-CA-37337
4-CA-37373
4-CA-37496
4-CA-37899
4-CA-38009
4-CA-38054**

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 628, CTW**

DECISION AND ORDER

Statement of the Cases

On February 23, 2012, Reedman-Toll, L.P (the Respondent), International Brotherhood of Teamsters, Local 628, CTW (the Union), and the Acting General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act, as amended, and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

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

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following:

Findings of Fact

1. The Respondent's business

The Respondent, a Pennsylvania limited liability partnership, has been engaged in the operation of an automobile dealership and automotive service and repair center at its 1700 East Lincoln Highway, Langhorne, Pennsylvania facility (the Facility). At all material times, Reedman-Toll General Partner, Inc. has been the Respondent's general partner.

The Respondent, in conducting operations at the Facility, annually receives gross revenues in excess of \$500,000 and purchases and receives at the Facility goods valued in excess of \$50,000 directly from points outside the Commonwealth of Pennsylvania.

At all material times, the Respondent has been an employer engaged in commerce within the meaning of Sections 2(6) and (7) of the Act.

2. The labor organization involved

The Union is a labor organization within the meaning of Section 2(5) of the Act.

3. The appropriate unit

The following employees of Respondent, herein called the unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time Auto Technicians A, B, C, and D, apprentices, and team leaders employed by Respondent in the Chevrolet service department at the Facility, excluding all other employees, service writers, parts employees, parts drivers, warranty representatives, car jockeys/lot attendants, clerical employees, cashiers, guards and supervisors as defined in the Act.

On September 8, 2008, the Union was certified as the exclusive collective-bargaining representative of the unit.

At all times since September 8, 2008, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the unit.

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation and the entire record and pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board orders that:

The Respondent, Reedman-Toll, L.P., Langhorne, Pennsylvania, its officers, agents, successors, and assigns shall

1. Cease and desist from

(a) Maintaining in its employee handbook a “confidentiality” policy that prohibits employees from using or disclosing employee names, addresses and telephone numbers “for any purpose which does not further or is inconsistent with the Company’s business interests.”

(b) Instructing employees that they are not permitted to conduct “union business” on the Respondent’s property.

(c) Disciplining employees or otherwise discriminating in regard to their hire or tenure of employment or any other term or condition of employment, in retaliation for positions taken by International Brotherhood of Teamsters, Local 628, CTW (the Union) in bargaining with the Respondent.

(d) Failing and refusing to bargain collectively and in good faith with the Union as the exclusive collective-bargaining representative of all employees in the bargaining unit (the unit) described below by:

(i) failing to meet with the Union at reasonable times to negotiate a collective-bargaining agreement;

(ii) making changes related to the wages, hours, and other mandatory terms and conditions of employment of unit employees without first notifying the Union and without affording the Union an opportunity to bargain with Respondent with respect to this conduct;

(iii) making changes related to the wages, hours and other mandatory terms and conditions of employment of unit employees without affording the Union an opportunity to bargain with Respondent with respect to the effects of this conduct on unit employees;

(iv) failing to provide, or to timely provide, to the Union requested information that is relevant and necessary for the Union to perform its duties as the exclusive collective-bargaining representative of unit employees; and

(v) bypassing the Union and dealing directly with unit employees regarding their wages, hours, and other mandatory terms and conditions of employment.

(e) In any like or related 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 the Union or any other labor organization, 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 and all such activities.

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

(a) Rescind the portion of the employee handbook's "confidentiality" policy that prohibits employees from using or disclosing employee names, addresses and telephone numbers "for any purpose which does not further or is inconsistent with the Company's business interests."

(b) Furnish all current employees with inserts for the current employee handbook that (i) advise employees that the unlawful policy has been rescinded, or (ii) provide the language of a lawful policy; or publish and distribute revised employee handbooks that (i) do not contain the unlawful policy, or (ii) provide the language of a lawful policy.

(c) Within 14 days of this Order, remove from the Respondent's files any reference to the warnings issued to Mike Woods, Dave Adams, Bill Groff, Carlos Perez, Joe Malloy, Ryan Collins, Jim Tranter, Robert Wilson, Mike Roby and Juan Piedrahita, and to the last chance agreement that was imposed on Richard Strunk, and within 3 days thereafter, notify those employees, in writing, that this was done and that the warnings and/or last chance agreement will not be used against them in any way.

(d) On request, bargain collectively and in good faith with the Union concerning wages, hours, and other terms and conditions of employment of all employees in the unit, and, if an understanding is reached, embody such understanding in a written, signed agreement. The unit is:

All full-time and regular part-time Auto Technicians A, B, C, and D, apprentices, and team leaders employed by Respondent in the Chevrolet service department at its Langhorne, Pennsylvania facility, excluding all other employees, service writers, parts employees, parts drivers, warranty representatives, car jockeys/lot attendants, clerical employees, cashiers, guards and supervisors as defined in the Act.

(e) Continue to bargain with the Union as the exclusive collective-bargaining representative of the Unit employees as if the initial year of certification in the Unit will not expire until six months have elapsed since the reading to the unit of the Appendix A

Notice to Employees as required by subparagraph 2(k) below. During the extension of the certification year, and unless the Union and the Respondent agree otherwise, the Respondent will engage in full day bargaining sessions (of at least 8 hours per session, or less by agreement of the Union and the Respondent), on at least three dates per month, offering the Union six dates in no fewer than two weeks in the month, from which the Union may choose three dates, and making the offer no later than the 15th day of the preceding month. The Union is required to select three dates by the 18th day of the preceding month.

(f) On request by the Union, rescind the following unilateral changes affecting unit employees:

(i) the imposition of discipline for “comebacks”;

(ii) increased holiday pay and personal day pay for unit employees;

(iii) work policies issued on November 6, 2009 requiring recording of vehicle mileage, requiring road testing of vehicles, and wearing of protective eyewear, and materially changing the terms and conditions of employment in a new job description;

(iv) the policy announced on December 1, 2009 that employees would not be paid for repairs unless they completed vehicle mileage entries on their repair documents;

(v) the establishment of the Express Team;

(vi) the disciplining of an employee pursuant to a “last chance” agreement;

(vii) the establishment of a starting wage rate for newly hired employees Jeremy Withrow, Sean Mercado, Eric Harris and Denny Sugianto;

(viii) the transfer of Ryan Collins and Jason Swift from the Express Team to regular teams;

(ix) the March 21, 2011 restrictions prohibiting employees from using personal laptops and other electronic devices at work.

(g) Make whole the employees listed below for loss of pay and/or benefits they suffered by reason of the Respondent’s unilateral layoffs of Harry Sturza and Robert Strunk, and the unilateral increase in unit employees’ health insurance co-premiums and out-of-pocket expenses in 2009, by payment to them of the amounts set forth opposite their respective names within 14 days of this Order. All payments, in the form

of separate checks made out to Harry Sturza, Richard Strunk, Eric Harris and Denny Sugianto, will be sent to Region Four of the Board at 615 Chestnut Street, 7th Floor, Philadelphia PA 19106. The Respondent will make appropriate withholdings from the wage payments to Harry Sturza and Robert Strunk, and from the co-premium payments to Eric Harris and Denny Sugianto. No withholdings will be made from the interest payments to Harry Sturza, Robert Strunk, Eric Harris, and Denny Sugianto or from the payment to Richard Strunk for reimbursement and interest for his health insurance costs during his layoff.

Wages

Harry Sturza	\$16,316 in wages and \$1,978 in interest
Richard Strunk	\$10,945 in wages and \$1,323 in interest

Health Insurance

Richard Strunk	\$1,906 reimbursement for health insurance costs during layoff and \$232 in interest
Eric Harris	\$171 in reimbursement for co-premium deductions from wages and \$10 in interest
Denny Sugianto	\$74 in reimbursement for co-premium deductions from wages and \$4 in interest

(h) Make whole the employees listed below for losses that suffered by reason of the Respondent’s unilateral suspension of its matching contribution to their 401(k) accounts by paying them the amounts set forth below opposite their respective names directly to either of the following, at each employee’s option: (A) an existing Individual Retirement Account (IRA) held by the employee in his name, or (B) an IRA that will be established on his behalf with Lord Abbett & Co. LLC with the Respondent’s assistance. Within 14 days of the Board’s Order, the Respondent will notify each of the employees in writing that it will make them whole as described above and that it will do so promptly.

401(k) benefits

Michael Brown	\$ 993.09
Michael Dischinger	\$ 90.27
William Groff	\$ 230.03
Leonard Metrow	\$1581.92
Thomas Minch	\$1442.66
Carlos Perez	\$1130.64
Juan Piedrahita	\$1064.44
Michael Roby	\$1274.88

Louis Ustica	\$1381.65
Robert Wilson	\$1095.80
Michael Woods	\$1188.49

(i) On request by the Union, bargain with the Union concerning the effects on employees of the reduction in the number of teams from four to three.

(j) Within 14 days of service by the Region, post at the Facility copies of the attached Notices marked "Appendix A" and "Appendix B," respectively. Copies of the Notices, on forms provided by Region Four, after being signed by Respondent's authorized representative, shall be posted by Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. The Appendix A Notices shall be posted in all places where notices to unit employees are customarily posted. The Appendix B Notices shall be posted in all other places where notices to any of Respondent's employees are posted. In addition to the physical posting of paper Notices, Notices shall be distributed electronically, by email, posting on an intranet or an internet site, or by other electronic means, if the Respondent customarily communicates with its employees by such means. The Respondent will take reasonable steps to ensure that the Notices are not altered, defaced or covered by any other material. If, during the pendency of these proceedings, the Respondent goes out of business or closes the Facility, it shall duplicate and mail, at its own expense, a copy of the Notice to all current employees and former employees employed by Respondent at any time since January 1, 2012.

(k) Hold a meeting or meetings of unit employees, scheduled to ensure the widest possible attendance, at which a responsible management official of the Respondent will read the Appendix A Notice in the presence of a Board agent, or, at the Respondent's option, a Board agent will read the Appendix A Notice in the presence of a responsible management official of the Respondent. The reading(s) will take place at a date and time to be determined by the Regional Director after consultation with the parties, and after the Respondent has posted the Appendix A Notice pursuant to subparagraph 2(j), above.

(l) 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 Respondent has taken to comply.

Dated, Washington, D.C., April 30, 2012.

Mark Gaston Pearce, Chairman

Terrence F. Flynn, Member

Sharon Block, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

APPENDIX A

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A
CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF
APPEALS

FEDERAL LAW GIVES YOU THE RIGHT TO:

Section 7 of the National Labor Relations Act gives you as employees these rights:

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.

International Brotherhood of Teamsters Local 628, CTW (the Union) is the exclusive representative of the following bargaining unit of employees in dealing with us regarding wages, hours and other working conditions of these employees:

All full-time and regular part-time Auto Technicians A, B, C, and D, apprentices, and team leaders employed by us in our Chevrolet service department at our Langhorne, Pennsylvania facility, excluding all other employees, service writers, parts employees, parts drivers, warranty representatives, car jockeys/lot attendants, clerical employees, cashiers, guards and supervisors as defined in the National Labor Relations Act.

WE WILL NOT maintain or enforce in our employee handbook the confidentiality policy that prohibits you from using or disclosing the names, addresses and telephone numbers of your co-workers “for any purpose which does not further or is inconsistent with the Company’s business interests.”

WE WILL NOT tell employees that they are prohibited from engaging in “union business” or other Union activity on our premises.

WE WILL NOT discipline or otherwise discriminate against you in retaliation for positions taken by the Union in bargaining with us.

WE WILL NOT fail and refuse to bargain collectively and in good faith with the Union as the exclusive collective-bargaining representative of all employees in the bargaining unit.

WE WILL NOT fail and refuse to meet with the Union at reasonable times to negotiate a collective-bargaining agreement covering the bargaining unit employees.

WE WILL NOT, without first giving the Union notice and an opportunity to bargain, make changes in the wages, hours and other terms and conditions of employment of bargaining unit employees.

WE WILL NOT fail or refuse to bargain with the Union concerning the effects of changes in our operations, such as the reduction of the number of technician teams from four to three, on the wages, hours and other terms and conditions of employment of bargaining unit employees.

WE WILL NOT fail or refuse to timely provide the Union information that is relevant and necessary for the Union to perform its duties as the exclusive collective-bargaining representative, such as the addresses of bargaining unit employees and health insurance census information the Union requested.

WE WILL NOT bypass the Union and deal directly with bargaining unit employees including meeting with these employees without the Union present and requiring them to sign last chance disciplinary agreements.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the National Labor Relations Act.

WE WILL recognize and, on request, bargain in good faith with the Union as the exclusive collective-bargaining representative of our bargaining unit employees.

WE WILL rescind the portion of our employee handbook's confidentiality policy that prohibits you from using or disclosing the names, addresses and telephone numbers of your co-workers and **WE WILL** furnish all of you with inserts for the current employee handbook that (1) advise you that this prohibition has been rescinded, or (2) provide the language of a revised and lawful confidentiality policy; or publish and distribute revised employee handbooks that (1) do not contain this prohibition, or (2) provide the language of a revised and lawful confidentiality policy.

WE WILL rescind the warnings issued to Mike Woods, Dave Adams, Bill Groff, Carlos Perez, Joe Malloy, Ryan Collins, Jim Trantor, Robert Wilson, Mike Roby and Juan Piedrahita and the last chance agreement imposed on Richard Strunk, and remove from our files any reference to the warnings and last chance agreement, and **WE WILL** notify them in writing that this has been done and that the warnings and last chance agreement will not be used against them in any way.

WE WILL, upon request, rescind the following changes made to the bargaining unit's terms and conditions of employment: the imposition of discipline for callbacks; the changes in pay for holidays and personal days; the changes in work policies that were issued on November 6, 2009 with respect to the recording of vehicle mileage, the road-testing of vehicles, the wearing of protective gear, and the material changes in the technician job description; the requirement issued on December 1, 2009 that technicians complete vehicle mileage entries in order to be paid for those repair jobs; the establishment of the Express Team; the use of last chance agreements to discipline employees; the unilateral setting of wage rates for new hires; the transfer of Ryan Collins and Jason Swift from the Express Team to a regular team; and the ban on employee use of personal laptops and electronic devices at work.

WE WILL make employees whole, with interest, for any and all losses of wages and other benefits incurred as a result of the unilateral changes we made by laying off Richard Strunk and Harry Sturza, discontinuing our matching contributions for bargaining unit employees participating in our 401(k) benefit plan in 2009, and increasing bargaining unit employees' health insurance co-premiums and out-of-pocket expenses in 2009.

WE HAVE offered reinstatement to Richard Strunk and Harry Sturza to their former jobs on March 18, 2009 without prejudice to their seniority or any other rights or privileges previously enjoyed. Richard Strunk accepted reinstatement and was reinstated on March 23, 2009, and Harry Sturza declined reinstatement on March 24, 2009. **WE WILL** make Harry Sturza and Richard Strunk whole, with interest, for any loss of earnings or other benefits resulting from their layoffs.

WE RESTORED our matching 401(k) contribution, and **WE WILL** reimburse employees for their losses during the period when the match as discontinued.

WE RESTORED the employee weekly co-premium payment rates that existed prior to July 1, 2009. On August 1, 2010, following a bargain impasse, the health insurance benefits were lawfully changed to the current benefit. **WE HAVE** reimbursed and **WE WILL** reimburse employees, with interest, for their added co-premium payments and out-of-pocket expenses during the period July 1, 2009 through August 1, 2010.

WE WILL, upon request, bargain in good faith the Union concerning the effects of the reduction of the number of technician teams from four to three on the wages, hours and other terms and conditions of employment of bargaining unit employees.

WE HAVE provided to the Union the addresses for bargaining unit employees and health insurance census information that it requested.

WE WILL, upon request, bargain in good faith with the Union as the exclusive collective-bargaining representative of the bargaining unit, and continue to do so for six months from the date of the reading of this Notice to the bargaining unit employees as if the initial year of certification had not expired. Unless the parties agree otherwise, **WE**

WILL engage in full day bargaining sessions (of at least 8 hours per session, or less by agreement of the parties) on at least three dates per month, offering the Union six dates in no fewer than two weeks in the month, from which the Union may choose three dates, and making the offer no later than the 15th day of the preceding month. The Union is required to select three dates by the 18th day of the preceding month.

REEDMAN-TOLL L.P.

DATE: _____ BY: _____
(Representative) (Title)

APPENDIX B

NOTICE TO EMPLOYEES

**Posted by Order of the
National Labor Relations Board
An Agency of the United States Government**

PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A
CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF
APPEALS

FEDERAL LAW GIVES YOU THE RIGHT TO:

Section 7 of the National Labor Relations Act gives you as employees these rights:

- 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 maintain or enforce the confidentiality policy in our employee handbook that prohibits you from using or disclosing the names, addresses and telephone numbers of your co-workers “for any purpose which does not further or is inconsistent with the Company’s business interest.”

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the National Labor Relations Act.

WE WILL rescind the portion of our employee handbook’s confidentiality policy that prohibits you from using or disclosing the names, addresses and telephone numbers of your co-workers and **WE WILL** furnish all of you with inserts for the current handbook that (1) advise you that this prohibition has been rescinded, or (2) provide a revised and lawful confidentiality policy; or publish and distribute revised employee handbooks that (1) do not contain this prohibition, or (2) provide the language of a revised and lawful confidentiality policy.

REEDMAN-TOLL L.P.

DATE: _____ BY: _____
(Representative) (Title)