

ARA Automotive Group, Division of Reeves Brothers, Inc. and Allied Industrial Workers of America, Local 300, AFL-CIO. Case 16-CA-14807

March 6, 1992

DECISION AND ORDER

BY CHAIRMAN STEPHENS AND MEMBERS
DEVANEY AND OVIATT

On June 12, 1991, Administrative Law Judge George Christensen issued the attached decision. The Respondent filed exceptions and a supporting brief, and the General Counsel filed an 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, ARA Automotive Group, Division of Reeves Brothers, Inc., Grand Prairie, Texas, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

¹The citation for *M & M Transportation Co.* in fn. 14 of the judge's decision is corrected to read "239 NLRB 73 (1978)," and the case name cited in the first paragraph in the "remedy" section of his decision is corrected to read "*Transmarine Navigation Corp.*" Also, item (3) in the antepenultimate paragraph of the remedy section of the judge's decision should read, "the Union's failure to request bargaining within 5 days of the date of this Decision . . ." (Emphasis added.)

²The Respondent contends that the Union was in a position to bargain meaningfully during the period in which the Respondent retained certain of the unit employees to assist in the process of plant closure and, therefore, the customary *Transmarine Navigation Corp.*, 170 NLRB 389 (1968), remedy for an effects-bargaining violation is not appropriate. We find this argument without merit. See *Los Angeles Soap Co.*, 300 NLRB 289 fn. 7 (1990).

J. O. Dodson, for the General Counsel.
Jonathan L. Alder and Martin Griffin (*Locke, Purnell, Rain & Harrell*), of Dallas, Texas, for ARA.

DECISION

STATEMENT OF THE CASE

GEORGE CHRISTENSEN, Administrative Law Judge. On February 26, 1991, I conducted a hearing at Fort Worth, Texas, to try issues raised by a complaint issued on December 17, 1990,¹ based on a charge filed by Allied Industrial

¹Read 1990 after further date references omitting the year.

Workers of America, Local 300, AFL-CIO (Union) on November 7.

The complaint alleged and the answer admitted at all pertinent times Reeves Brothers, Inc., through a division known as ARA Automotive Group (Respondent), maintained facilities at various locations in the United States to manufacture and distribute automotive parts and accessories, including a facility at Grand Prairie, Texas; that for many years prior to October 1 the Respondent recognized the Union as the exclusive collective-bargaining representative of an appropriate unit of its Grand Prairie employees and was party to successive collective-bargaining agreements with the Union covering the unit employees' rates of pay, wages, hours, and working conditions, including an agreement expiring October 6; and that on October 1 the Respondent closed the Grand Prairie plant and terminated the unit employees.

The complaint further alleged and the answer denied the Respondent closed the Grand Prairie plant without affording the Union notice of the closure enabling the Union to bargain meaningfully over its effect on the unit employees, thereby violating Section 8(a)(1) and (5) of the National Labor Relations Act (Act).

The issues created by the foregoing are whether the Respondent closed the plant without affording the Union notice of the closure which would enable the Union to bargain meaningfully with the Respondent over the effect of the closure on the employees represented by the Union and, if so, whether the Respondent thereby violated the Act. An ancillary issue (raised by the parties' briefs) is what remedy, if any, should be directed in the event it is decided the Respondent violated the Act.

Counsels were afforded full opportunity to present evidence, examine and cross-examine witnesses, argue, and file briefs. Both counsel submitted briefs.

Based on my review of the entire record, observation of the witnesses, perusal of the briefs and research, I enter the following

FINDINGS OF FACT²

I. JURISDICTION AND LABOR ORGANIZATION

The complaint alleged, the answer admitted, and I find at all pertinent times the Respondent was an employer engaged in commerce in a business affecting commerce and the Union was a labor organization within the meaning of Section 2 of the Act.

II. THE UNIT AND THE UNION'S REPRESENTATIVE STATUS

The complaint alleged, the answer admitted, and I find at all pertinent times a unit consisting of all production and maintenance employees of the Respondent at its plant located at Grand Prairie, Texas, excluding all other employees, office clerical, plant clerical, professional employees, guards, watchmen, installation employees, and supervisors as defined in the Act was an appropriate unit for collective-bargaining

²While every apparent or nonapparent conflict in the evidence has not been specifically resolved below, my findings are based on my examination of the entire record, my observation of the witnesses' demeanor while testifying, and my evaluation of the reliability of their testimony; therefore any testimony in the record which is inconsistent with my findings is hereby discredited.

purposes within the meaning of Section 9 of the Act and a majority of the Respondent's employees within that unit had designated the Union as their exclusive representative for the purpose of bargaining collectively with the Respondent over their wages, hours, and working conditions.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. Facts

On October 6, 1987, the Respondent and the Union executed a collective-bargaining agreement for a 2-year term and year to year thereafter, unless either party gave timely notice prior to October 5, 1989, or a successive year of a desire to amend or terminate. In October 1989, the 1987-1989 agreement was extended to October 5, 1990.

In July 1990 the Union served timely notice on the Respondent of its desire to amend the agreement.

The parties first met on September 6. The union spokesman was Tom Mauer, president of Local 300. Also present on behalf of the Union was a district representative assigned by the International Union, Smith Harris, the chairman of the Local Union's negotiating committee, Lloyd Sheffield, and the balance of the Union's negotiating committee—Melvin Young, Sarah Mendez, Elia Bell, and Molly Johnson. All but Harris were employees of the Respondent. The Respondent's spokesman was Pat Walsh, vice president for corporate administration, accompanied by Plant Manager Fred Boenker and Personnel Administrator Gayle Landers.³

Mauer handed Walsh a written contract proposal. The parties discussed the proposal, Mauer explaining each change the Union was proposing. Prior to the end of the meeting, the parties agreed to resume negotiations the morning of Tuesday, September 18.

On September 18 the parties resumed negotiations. Walsh gave Mauer a written counterproposal and the parties spent the day discussing its terms. Prior to parting, the parties agreed to next meet on September 28.⁴

During the week in which the second meeting took place (the week of September 17-21) and the following week (September 24-28) the owners of the parent corporation reviewed and discussed the division's problems with their managers and what to do about them.⁵

³The complaint alleged, the answer admitted, and I find at all relevant times Walsh, Boenker, and Landers were supervisors and agents acting on Respondent's behalf within the meaning of Sec. 2 of the Act.

⁴Both meetings, in accord with past practice, were held on the Respondent's premises at Grand Prairie during working hours. The employee-participants were compensated at their normal rates of pay for the time spent in negotiations.

⁵The minutes of the September 28 meeting of the Reeves board of directors recites:

The Board reviewed the events of the past two weeks during which the senior management of ARA Automotive Group made detailed presentations in Connecticut on ARA's performance. . . . The Board reviewed, among other things, the severe, unexpected drop in sales commencing in August and the reasons therefor, the revised projections that had been presented for ARA's business for the balance of 1990 and the impact of events in the Middle East on ARA's business and the U.S. economy. The Board also discussed various alternatives in lieu of ceasing operations at ARA and terminating production.

Walsh did not inform the union committee at any time during the September 6 or September 18 negotiations the Respondent's owners were considering plant closure and other alternatives to resolve the division's alleged economic problems.

The Sunday following the September 18 negotiations, Walsh flew to Darien, Connecticut, to present and discuss proposals for resolving the alleged problems.⁶

On September 24 Walsh telephoned Woods and instructed her: to telephone Harris; to advise Harris he was unable to resume negotiations on September 28 because he would still be in Darien that day; and to ask Harris if the negotiations could be rescheduled to Saturday, September 29.⁷ Woods telephoned Harris' home and asked his wife to have Harris telephone her, the Respondent needed to reschedule the negotiations set to resume September 28. When Harris returned her call, she informed Harris that Walsh would not be returning to Grand Prairie until about midnight on September 28 and wanted to resume negotiations on September 29 instead of September 28. Harris responded he would have to consult with the committee members. She asked him to call her back after his consultation. He returned her call the next day and informed her the committee was not willing to meet on September 29.

Both Harris and Plant Manager Boenker informed Mauer the September 28 meeting was canceled, with Boenker advising Mauer on September 28 he knew nothing about any September 29 meeting.

The owners of the parent corporation completed their review of the division's problems on September 28 and took the following action:

RESOLVED, that the Board of Directors has determined that it is in the best interests of Reeves Brothers that all manufacturing operations at ARA Automotive Group cease effective immediately and corresponding reductions in salaried and support personnel be implemented.

FURTHER, RESOLVED, that the officers of ARA Automotive Group be and hereby are authorized and directed to implement the foregoing resolution in accordance with the presentation that had been submitted by ARA's management.

RESOLVED, that the ARA Automotive Group is to be offered for sale in whole or in part and that Mr. Steven W. Hart is authorized and directed to retain such investment bankers, accountants, and/or other firms as shall be necessary or desirable to assist in the sale of ARA.

No employees were scheduled to work on September 29. On that date all the bargaining unit employees received Western Union mailgrams from the Respondent stating:

AS A RESULT OF RECENT EVENTS IN THE MIDDLE EAST CAUSING SIGNIFICANT CHANGES THE PREVAILING ECONOMIC CONDITIONS IN THE UNITED STATES AND A SEVERE DROP IN ARA'S SALES DURING AUGUST AND

⁶His secretary, Rebecca Woods, so testified.

⁷A day for which the employee-members of the committee would not be compensated for time spent in negotiations.

SEPTEMBER, 1990. ALL ARA PLANT EMPLOYEES HAVE BEEN PLACED ON INDEFINITE LAYOFF EFFECTIVE IMMEDIATELY.

YOU SHOULD THEREFORE NOT REPORT FOR WORK UNTIL FURTHER NOTICE.

YOUR CHECK FOR THE WEEK ENDING SEPTEMBER 28, 1990 WILL BE MAILED TO YOU WITHIN THE NEXT WEEK. WE WILL BE MEETING WITH YOUR UNION REPRESENTATIVES TO DISCUSS OTHER DETAILS OF YOUR EMPLOYMENT AND YOU WILL BE ADVISED ACCORDINGLY.

No union representative was aware the Respondent was considering the shutdown of the division (among other alternatives) prior to the unit employees' (including Mauer and the balance of the union committee) receipt of the mailgrams.

Mauer informed Harris of the contents of the mailgram he received and attempted to contact management at the Grand Prairie plant but found the telephones were not manned. The union representatives decided to appear at the plant on Monday, October 1 at shift starting time and seek clarification of the situation.

On October 1, Harris, Mauer and about 50 employees appeared at the plant and were denied admission. A guard subsequently asked for Harris and, when Harris identified himself, stated Walsh wanted to see him and escorted Harris into the plant. On his arrival at Walsh's office, Walsh handed Harris a letter which read as follows:

As a result of recent events in the Middle East causing significant changes in prevailing economic conditions in the United States and a severe drop in ARA's sales during August and September, 1990, ARA must curtail production immediately and has ordered a closing of its facility at 602 Fountain Parkway, Grand Prairie, Texas. Although there may be a recall of a small number of employees needed to complete some production, ARA has determined that the facility will be closed when such production is completed at the site.

Because of these sudden and unforeseen business circumstances, ARA was unable to give a full 60 days advance notice of its actions. The separations will occur Monday, October 1, 1990 and employees have been notified not to report to work until advised otherwise. Subject to the possible recall noted above, the termination includes the employees listed on Schedule A attached to this letter.

In the event you wish to receive further information with respect to this matter, you should contact Patrick M. Walsh, Vice President Administration at (214) 647-4111.

Harris, Mauer, and Sheffield subsequently received identical letters at their home addresses.⁸

Walsh also informed Harris the Respondent on September 28 decided to shut down and terminate all the employees in the division and to sell its products, inventory and assets but

⁸The Respondent was aware of the home addresses of the three and their telephone numbers during the entire period plant closure was under consideration. As noted heretofore, however, their notices of the closure were received the day after the last day the plant was in operation.

was prepared to utilize some of the unit employees in completing the shutdown at Grand Prairie.⁹

Representatives of the Respondent met with representatives of the Union on October 1 and subsequently, discussed the Union's complaints over the failure of the Respondent to give the Union any notice of its planned shutdown and an opportunity to engage in meaningful negotiations over the effect of the planned shutdown on the unit employees prior to the shutdown, along with other subjects, plus the Union's request for factual information.¹⁰

The Respondent has not resumed operations at the Grand Prairie facilities since the shutdown, nor has the Union received all the information it requested.

B. Analysis and Conclusions

*First National Maintenance*¹¹ established the principle an employer is not obligated to bargain with the union representing its employees over a decision to cease operations. The Court also ruled, however, an employer who closes its operations has a duty to bargain with the union representing its employees over the effect on those employees "in a meaningful manner and at a meaningful time."¹²

"A meaningful time" has been construed as a time prior to the cessation of operations¹³ unless emergency circumstances preclude advance notice to the Union of the planned closure and providing an opportunity to the Union to seek and engage in effects bargaining.¹⁴

In this case the Respondent was discussing the shutdown over at least a 2-week period prior to its effectuation and one of the division's officers privy to those discussions (Walsh) was meeting with the Union in ostensible negotiations for a successor collective-bargaining agreement. Yet the Union neither was notified the Respondent was considering a shutdown nor afforded an opportunity to bargain over its effects upon the unit employees represented by the Union until the shutdown was an accomplished fact. These factors establish and I find constitute a clear violation of Section 8(a)(1) and (5) of the Act under the cases cited above.¹⁵

⁹The Respondent recalled approximately 21 maintenance and shipping employees for a short period (in accordance with the seniority provisions of the unexpired collective-bargaining agreement).

¹⁰The Union requested factual information verifying the Respondent's alleged reasons for the shutdown.

¹¹*First National Maintenance Corp. v. NLRB*, 452 U.S. 666 (1981).

¹²*Id.* at 681-682.

¹³*Los Angeles Soap Co.*, 300 NLRB 289 (1991); *Reidel International*, 300 NLRB 282 (1990); *Metropolitan Teletronics Corp.*, 279 NLRB 957 (1986), *enfd.* 819 F.2d 1130 (1st Cir. 1987); *Ensing's Supermarket*, 284 NLRB 302 (1987), *enfd.* 872 F.2d 1279 (7th Cir. 1989).

¹⁴*Raskin Packing Co.*, 246 NLRB 78 (1979); *M & M Transportation Co.*, 293 NLRB 73 (1975); *National Terminal Baking Corp.*, 190 NLRB 465 (1971).

¹⁵The Respondent contends "emergency circumstances" warranted the shutdown (relying on the recitations advanced in its notices to the unit employees and the Union). Those recited reasons were not supported by any factual evidence either supplied to the Union or produced at the hearing (on the ground such factual evidence was "confidential"). In the absence of such evidence, I reject the contention.

CONCLUSIONS OF LAW

1. At all pertinent times the Respondent was an employer engaged in commerce in a business affecting commerce and the Union was a labor organization within the meaning of Section 2 of the Act.

2. At all pertinent times Pat Walsh was the Respondent's vice president for corporate administration, Fred Boenker was the Respondent's plant manager, Gayle Landers, was the Respondent's personnel administrator, and all three were supervisors and agents of the Respondent acting on its behalf within the meaning of Section 2 of the Act.

3. At all pertinent times the Union was the designated exclusive collective-bargaining representative of a majority of the Respondent's employees within a unit appropriate for collective-bargaining purposes within the meaning of Section 9 of the Act consisting of:

All production and maintenance employees of the Respondent at its plant located at Grand Prairie, Texas, excluding all other employees, including office clerical, plant clerical, professional employees, guards, watchmen, installation employees and supervisors as defined in the Act.

4. The Respondent violated Section 8(a)(1) and (5) of the Act by failing to engage in effects bargaining with the Union prior to shutting down its Grand Prairie, Texas plant.

5. The unfair labor practice just described affected interstate commerce within the meaning of Section 2 of the Act.

THE REMEDY

In *Transmarine Navigation Corp.*, 170 NLRB 389 (1968), after finding the employer violated Section 8(a)(1) and (5) of the Act by closing its terminal and terminating its union-represented guards without affording the union an opportunity to bargain over the effects of the closure and terminations on the employees represented by the union, the Board stated:

It is apparent that, as a result of the Respondent's unlawful failure to bargain about such effects, the Respondent's guards were denied an opportunity to bargain through their contractual representative *at a time prior to the shutdown when such bargaining would have been meaningful in easing the hardship on employees whose jobs were being terminated. Under the circumstances . . . it is impossible to reestablish a situation equivalent to that which would have prevailed had the Respondent more timely fulfilled its statutory bargaining obligation.*

Therefore, in order to assure meaningful bargaining and to effectuate the purposes of the Act, we shall accompany our order to bargain over the effects of the shutdown with a limited backpay requirement designed both to make whole the employees for losses suffered as a result of the violation and to recreate in some practicable manner a situation in which the parties' bargaining power is not entirely devoid of economic consequences for the Respondent. [Emphasis added.]

In subsequent effects bargaining cases, the Board consistently has ordered employers to comply with the *Transmarine*

remedy, refining its reasons therefor. For example, in *National Car Rental System*, 252 NLRB 159, 163 (1980), the Board stated:

During negotiations with Champion (a union representative), Respondent failed to inform the Union or the employees that the jobs of the unit employees were in jeopardy. The first the Union or the employees heard of the closing of the Newark facility was on February 22, simultaneously with the notification that the entire unit was being terminated. . . . the Union immediately contested the propriety of the Respondent's precipitous announcement that all employees were being terminated, but was told it had no control in the situation. Had Respondent not announced the closing and terminations as a fait accompli, it is clear the Union could have offered various proposals. Respondent's announcement, however, precluded such a request and clearly indicated that any attempt at bargaining would have been futile.

In further explication, the Board has stated:

With respect to Contris' unlawful failure to bargain with the Union about the effects of its decision to close its Wentzville, Missouri plant, the terminated employees have been denied an opportunity to bargain through their collective-bargaining representative at a time when the Respondent might still have been in need of their services and a measure of balanced bargaining power existed. Meaningful bargaining cannot be assured until some measure of economic strength is restored to the Union. A bargaining order alone, therefore, cannot serve as an adequate remedy for the unfair labor practice committed.

Accordingly, we deem it necessary, in order to effectuate the purposes of the Act, to require the Respondent to bargain with the Union concerning the effects of the shutdown on its employees, and shall accompany our order with a limited backpay requirement designed both to make whole the employees for losses suffered as a result of the violations and to recreate in some practicable manner a situation in which the parties' bargaining position is not entirely devoid of economic consequences for the Respondent.¹⁶

More recently, in *Louisiana Dock Co.*, 293 NLRB 233 (1989), the Board explained that:

In cases in which an employer has failed to provide its employees' bargaining representative with an opportunity to engage in effects bargaining . . . the Board traditionally has imposed a limited backpay requirement and an order that the parties bargain over these effects. (Citing cases.) In fashioning this remedy, the Board has specifically found that in order to assure meaningful bargaining a limited backpay requirement is needed. In view of the Board's recognition that such a backpay award is a necessary precondition for meaningful bar-

¹⁶ *Contris Packing Co.*, 268 NLRB 193, 196 (1983) (repeated in almost identical language, *Metropolitan Teletronics Corp.*, 279 NLRB 957, 960 (1986).)

gaining, we find that whatever bargaining the Union and LDC had engaged in regarding the effects of the layoffs *after the layoffs had occurred* is inadequate to fulfill LDC's affirmative obligations in this regard. [Emphasis added.]

further ruling in *Riedel International*, 300 NLRB 282 (1990), that when:

The judge found that the Respondent failed and refused to bargain in good faith within the meaning of Section 8(a)(5) of the Act concerning the effects of its decision to sell Willamette by failing to notify the Union of the decision until the day of the implementation of the decision, when it was virtually a fait accompli.

We agree with the judge that the Respondent presented the Union with a fait accompli concerning its cessation of operations and termination of employees in a manner that was in derogation of its obligation to notify and bargain *in advance* with the Union about the effects of these events.

We find a violation in the Respondent's failure to provide any meaningful prior notice to the Union that it was ceasing business and terminating employees. . . . That circumstances may compel confidentiality . . . does not obviate the employer's duty to give pre-implementation notice to the union to allow time for effects bargaining. . . . Thus, the Union here was entitled as much notice of the closing and termination of employees as was needed for meaningful bargaining at a meaningful time. (Citing cases.) We need not decide exactly how many days' notice would be required for such a meaningful opportunity; *we find the Respondent's same day notice clearly insufficient*. [Emphasis added.]

The Respondent argues the *Transmarine* remedy is inappropriate in this case, inasmuch as it notified the Union of its decision to shut down and to terminate the employees the Union represented the day after it made the decision to cease operations in Grand Prairie and commenced negotiations with the Union concerning the effects of the shutdown the next workday.

The cases recited above clearly reject that argument; the Respondent at no time during the contract negotiations preceding the shutdown gave the Union or the unit employees any indication it was considering the shutdown of the Grand Prairie plant, thus denying the Union an opportunity, at a time when it still possessed some bargaining strength, to advance proposals designed to alleviate the effect of a shutdown on the unit employees, such as 30 days' notice prior to termination, severance pay, continuation of health benefits for a reasonable time, etc. Rather, the Respondent confronted the Union and the unit employees with a fait accompli, with the Union and the employees possessing little or no bargaining power thereafter to secure some concessions.

The Respondent also contends since it met with the Union the first working day following the shutdown and prior to the date the Union filed the charge which led to this proceeding,

the *Transmarine* remedy is applicable, citing *Thompson Transport Co.*, 184 NLRB 38 (1970).

In *Thompson*, the employer notified the union of its intention to cease operations prior to doing so, but refused the union's request for effects bargaining prior to the closure and did not offer to bargain with the union until 5 weeks after the closure (after which the parties bargained to impasse). On these facts, the Board held further bargaining would be futile and ordered the employer to place the terminated employees on a preferential hiring list and pay them 5 weeks of backpay, i.e., for the period between the date operations ceased and the date effects bargaining commenced.

Applying the formula here would result in no backpay whatsoever.

Thompson was a 1970 decision, made no reference to *Transmarine*, a 1968 decision, and cannot be reconciled with the principles enunciated in the later-decided cases cited above, i.e., that an employer should not escape economic consequences when, as here, the employer's failure to afford the union representative and its employees meaningful bargaining at a meaningful time by failing to provide the Union notice and an opportunity to engage in effects bargaining prior to a shutdown, when the Union still possesses some bargaining power.

I therefore reject the Respondent's contention and recommend the issuance of the traditional *Transmarine* remedy in this case, i.e., I recommend the Respondent be directed to cease and desist from committing the unfair labor practices enumerated above and pay backpay to the employees represented by the Union from 5 days after the date of this Decision and Order case until occurrence of the earliest of the following conditions: (1) the date the Respondent bargains to agreement with the Union on subjects pertaining to the effects of plant closing; (2) a bona fide impasse in bargaining; (3) the Union's failure to commence bargaining within 5 days of the date of this Decision or to commence bargaining within 5 days of its receipt of notice from the Respondent of its desire to bargain with the Union; (4) the Union's subsequent failure to bargain in good faith; but in no event shall the sum paid to any of those employees exceed the amount they would have earned as wages from September 28, 1990, to the time they secured equivalent employment elsewhere or the date on which the Respondent offers to bargain in good faith, whichever occurs sooner; provided, however, that in no event shall this sum be less than the wages these employees would have earned for a 2-week period at the rate of their normal wages when last in the Respondent's employ.

Backpay shall be based on the earnings the terminated employees would have received during the applicable period, less net interim earnings, with the sums due calculated in the manner set out in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), plus interest thereon calculated in accordance with *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended¹⁷

¹⁷If 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

The Respondent, ARA Automotive Group, Division of Reeves Brothers, Inc., Grand Prairie, Texas, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing to bargain in good faith with Allied Industrial Workers of America, Local 300, AFL-CIO concerning the effects on employees represented by that Union of its shutdown of its plant at Grand Prairie, Texas.

(b) 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) On request, bargain collectively in good faith with Local 300 over the effects on the employees represented by Local 300 of its shutdown of its Grand Prairie, Texas plant and termination of its employees represented by Local 300.

(b) Pay the employees represented by Local 300 who were terminated on and after September 29, 1990, their normal wages for the appropriate period set forth in the remedy section of this decision.

(c) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security records, timecards, personnel records and reports, and all other records necessary to analyze the amounts of backpay due under this Order.

(d) Sign and mail copies of the attached notice marked "Appendix"¹⁸ to all employees represented by the Union who were terminated on and after September 29, 1990, to

¹⁸If 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."

their last known addresses and sign and mail a copy to the Union at its business address.

(e) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

APPENDIX

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

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT fail or refuse to give notice of the shutdown of our plants to the Union or unions representing our employees there in ample time prior to such shutdown to afford such unions the opportunity to engage in meaningful bargaining over the effects of the shutdown on the employees represented by those unions.

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 Act.

WE WILL, on request, bargain collectively in good faith with Allied Industrial Workers of America, Local 300, AFL-CIO over the effects of our shutdown of our Grand Prairie, Texas plant on our employees represented by Local 300.

WE WILL pay backpay to the employees represented by Local 300 who were terminated when we shut down our Grand Prairie, Texas plant as specified in the Board's Order, with interest on the sums due.

ARA AUTOMOTIVE GROUP, DIVISION OF
REEVES BROTHERS, INC.