

April 26, 2006

Mr. Lester Heltzer, Executive Secretary  
National Labor Relations Board  
1099 14th Street, N.W.  
Washington, DC 20570

Re: Dana Corp. and UAW, Case Nos. 7-CA-46965 et al. and 7-CB-14083 et al.

Dear Mr. Heltzer:

We, the undersigned workers employed by Freightliner Corporation in Gaffney, South Carolina, hereby request that the National Labor Relations Board permit us to appear as amicus in the cases referenced above, and accept this letter brief in support of the employees at Dana Corporation who are seeking your help, as we have direct knowledge of the issues that the Board is considering in these cases.

We understand that these cases concern the issue of illegal premature bargaining, whereby a union and an employer first discuss terms and conditions of employment, and then go about seeing if they can pressure or cajole employees into signing on to union representation. We have witnessed this first-hand here at Freightliner in Gaffney.

As with Dana, our employer signed neutrality and card check agreements with the UAW, and, as with Dana, our employer entered into various forms of premature bargaining with the UAW. In a secret agreement we later discovered, UAW officials agreed in advance to bargaining concessions in exchange for company assistance with organizing. Copies of these documents are attached. After these agreements were signed, our employer withheld promised wage increases at the behest of the UAW, which was trying to organize us into a union at Gaffney. Copy attached. The UAW apparently feared that if we were given wage increases we had been promised many months earlier, it would lead employees to believe that the union was of no value to them and oppose unionization.

As a result of these actions, employees at Gaffney filed several unfair labor practice charges against the UAW and Freightliner, including ones alleging unlawful premature bargaining. Copies of those unfair labor practice charges are attached. These charges and others around the country led to several settlement agreements between the General Counsel and both the UAW and Freightliner. Copies of those settlement agreements and a formal complaint that was issued are also attached.

We are writing to you because what occurred here at Freightliner, and at Dana, is wrong. If the UAW wants our support, it should come to us and try to earn that support. But it is wrong for the UAW to first bargain with our employer concerning our wages and benefits, and even work to reduce those wages and benefits when it suits the union's interests, and only thereafter come to us seeking support.

We urge you to put an end to such practices, which harm our rights to choose or refrain from unionization in a free and uncoerced manner.

<u>Michael F Vey</u> Name (print)	<u>Michael Joey</u> Signature	<u>4/24/06</u> Date
<u>Timmy McAbee</u> Name (print)	<u>Timmy D. McAbee</u> Signature	<u>4/24/06</u> Date
<u>Danny Hollingsworth</u> Name (print)	<u>Danny Hollingsworth</u> Signature	<u>4-24-06</u> Date
<u>Steve Scruggs</u> Name (print)	<u>Steve Scruggs</u> Signature	<u>4/24/06</u> Date
<u>MARC Eggers</u> Name (print)	<u>marc Eggers</u> Signature	<u>4-24-06</u> Date
<u>Jeremy Georse</u> Name (print)	<u>Jeremy Georse</u> Signature	<u>4-24-06</u> Date
<u>Tony Evertart</u> Name (print)	<u>Tony Evertart</u> Signature	<u>4/24/06</u> Date
<u>Michael W Burnett</u> Name (print)	<u>Michael W Burnett</u> Signature	<u>4/25/06</u> Date
<u>Shawn B Rawkers H</u> Name (print)	<u>Shawn B Rawkers H</u> Signature	<u>4/24/06</u> Date
<u>Lee Smith</u> Name (print)	<u>Lee Smith</u> Signature	<u>4-24-06</u> Date

Clay Cooper  
Name (print)

Clay Cooper  
Signature

4-24-06  
Date

Scott Tudor  
Name (print)

Scott Tudor  
Signature

4-24-06  
Date

K. Michael Wilson  
Name (print)

K. Michael Wilson  
Signature

4-24-06  
Date

Joy White  
Name (print)

Joy White  
Signature

4-24-06  
Date

Toby McKelvey  
Name (print)

Toby McKelvey  
Signature

4/24/06  
Date

Kenneth Anderson  
Name (print)

Kenneth Anderson  
Signature

4-24-06  
Date

Steven D. Turner  
Name (print)

Stev D. Turner  
Signature

4-24-06  
Date

Carmen McCraw  
Name (print)

Carmen McCraw  
Signature

4/24/06  
Date

Chris Sheppard  
Name (print)

Chris Sheppard  
Signature

4/24/06  
Date

Braula Bolin  
Name (print)

Braula Bolin  
Signature

4/24/06  
Date

Eric Goodie  
Name (print)

Eric Goodie  
Signature

4-24-06  
Date

Dan Blackwell  
Name (print)

Dan Blackwell  
Signature

4-24-06  
Date

John Boyd  
Name (print)

John Boyd  
Signature

4/24/06  
Date

Ronnie Moses  
Name (print)

Ronnie Moses  
Signature

4-24-06  
Date

Christopher Cote  
Name (print)

Christopher Cote  
Signature

4-24-06  
Date

Lee Blackwell  
Name (print)

Lee Blackwell  
Signature

4-24-06  
Date

Jeff Finkley  
Name (print)

Jeff Finkley  
Signature

4-24-06  
Date

Michael Goyton  
Name (print)

Michael Goyton  
Signature

4-24-06  
Date

GARY GREGORY  
Name (print)

Gary A. Gregory  
Signature

4-24-06  
Date

Scott Henderson  
Name (print)

Scott Henderson  
Signature

4/24/06  
Date

CARY Russell  
Name (print)

Mary Russell  
Signature

4-24-06  
Date

Joseph Pierce  
Name (print)

Joseph Pierce  
Signature

4-24-06  
Date

CHARLES Howell  
Name (print)

Charles Howell  
Signature

4-24-06  
Date

Donald Spivey  
Name (print)

Donald Spivey  
Signature

4-24-06  
Date

William A. Florn  
Name (print)

W.A. Florn  
Signature

4-24-06  
Date

Ricky Parker  
Name (print)

Ricky Parker  
Signature

4-24-06  
Date

David T. Medley, Sr  
Name (print)

David T. Medley, Sr.  
Signature

24 Apr-06  
Date

Danny Workford  
Name (print)

Danny Workford  
Signature

4/24/06  
Date

Tim Boheler  
Name (print)

Tim Boheler  
Signature

4/24/06  
Date

Donald Scruggs  
Name (print)

Donald Scruggs  
Signature

4/24/06  
Date

On April 26, 2006, copies of this letter brief and the attachments were sent to:

Dana Corporation  
Attn: Barbara Peterson  
916 West State Street  
Saint Johns, MI 48879

Dana Corporation  
Law Department, Attn: Gary Golden  
4500 Dorr Street  
Toledo, OH 43615

Stephen M. Glasser, Regional Director  
National Labor Relations Board, Region 7  
477 Michigan Avenue, Room 300  
Detroit, MI 48226-2569

Ron Gettelfinger, President  
Betsy A. Engel, Esq. & Blair Simmons, Esq.,  
Legal Department  
International Union, UAW  
8000 Jefferson Avenue  
Detroit, MI 48214

Stanley J. Brown, Esq. & Emily J. Christiansen, Esq.  
Hogan & Hartson  
8300 Greensboro Drive Suite 1100  
McLean, VA 22102

William A. Messenger Esq.  
National Right to Work Legal Defense Foundation  
8001 Braddock Road, Suite 600  
Springfield, VA 22160

Gary L. Smeltzer Jr.  
15814 Florence Street  
Lansing, MI 48906

Joseph Montague  
5612 Wildcat Road  
Saint Johns, MI 48879

Kenneth A. Gray  
330 North Chandler  
Saint Johns, MI 48879

  
Mike Ivey

**FREIGHTLINER.**  
LLC

A DaimlerChrysler Company

Transmitted via Fax: 313.331.2498  
Original Sent via Regular U.S. Mail

Human Resources

Freightliner LLC  
4747 N. Channel Avenue  
Portland, Oregon 97217-7699  
PO Box 4750  
Portland, Oregon 97208-4750  
503.745.8000 Phone  
503.745.6657 Fax

August 20, 2002

Mr. David McAllister  
*Administrative Assistant*  
**United Auto Workers Union (UAW)**  
Solidarity House  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Re: *August 28, 2002 Meeting*

Dear Dave:

Thank you for calling today in order to provide advance notice of your travel plans next week. Although Rainer is currently out of the office and I don't have visibility to his schedule, I believe that both he and I will be able to join you and Nate Gooden for dinner shortly after your arrival on Tuesday evening.

As previously discussed, our meeting on Wednesday, 8/28, is intended to focus on developing the framework for a possible card check procedure. Therefore, I think it would behoove us to formally agree upon the list of "preconditions" that have been only verbally discussed up to now. Agreement on these conditional requirements should pave the way for productive discussions of your agenda on 8/28.

For convenience purposes, I have listed numerically the Company's list of "preconditions" along with my understanding of the Union's position on each item.

Please call me after you have a chance to review the points enumerated on the attached. I would like to finalize items of agreement and attempt to resolve all remaining open issues.

I look forward to talking with you again later this week.

Thank you and best regards.



Scott W. Evitt  
*General Manager, Human Resources*  
*Labor Relations/Administration/Organization*

Cc: Rainer Schmueckle

Attachment

**Preconditions to a possible "Card Check" procedure**  
**Between Freightliner and UAW**  
*(Not Listed in Priority)*

Note: A final agreement is dependent upon receiving some contractual relief at Mt. Holly. Specifically, Freightliner expects cancellation of 12/02-wage increase, cancellation of 1/03 profit sharing bonus, benefits cost sharing by employees, and an extension of the current contract with no wage increases.

Conditional Requirements	Freightliner Understanding of UAW Position as of 8/20/02
1. Separate consideration for each Business Unit because of industry differences (Trucks, Parts, Busses, Fire and Rescue, Chassis)	OK
2. No guaranteed employment or transfer rights between Business Units/Plants.	OK
3. No severance pay or SUB in the event of layoff or plant closures.	OK
4. No strikes during the terms of Agreements.	OK, except Health and Safety
5. No future expectations to meet "the UAW pattern".	OK
6. No subcontracting prohibitions, provided economics reflect non-competitiveness.	Concerns / Discussion
7. Production standards, plant layout, and job qualifications must remain at the Company's discretion.	OK
8. No additional restrictions against overtime scheduling	OK
9. No paid Union Representatives or Union offices, unless the UAW fully reimburses costs.	Concerns / Discussion
10. Benefits cost increases can be further shared with employees, if necessary, in the future.	Concerns / Discussion
11. The Union will not organize office or professional employees – only production and maintenance workers.	OK



## Tentative Agreement By and Between Freightliner LLC and UAW for the Purpose of Establishing a Card Check Procedure

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1. The UAW will designate the production and maintenance bargaining unit to be represented. Issues related to hourly employees not in production or maintenance will be resolved in advance by the Parties.
2. For purposes of determining the number of employees that constitute a majority of the bargaining unit, the employee population will be composed of only those employees on the Company's active payroll at the time the bargaining unit is designated.
3. The demonstration of majority support within the proposed appropriate bargaining unit shall be by a card check procedure as described below.
4. If the card check verifies majority support, Freightliner will extend recognition voluntarily to the UAW without an NLRB election and will engage in good faith collective bargaining subject to the attached preconditions.
5. "Majority" is defined as support for the UAW by 50% + 1 of the employees within the unit.

### Card Check Procedure

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- A. Freightliner and the UAW will jointly develop a card that explicitly designates the UAW as the signer's bargaining representative at the specific location of the proposed unit. The employee's printed name and full signature will be required.
- B. Freightliner and the UAW will jointly present an initial information program that explains the card check procedure to employees. In advance of the meeting, a letter from Freightliner will be sent to all employees explaining the card check Agreement and process that will be used - including the date and time of meetings to be held in the Plant. Attendance at these meetings will be compulsory, with pay, during working hours. At the conclusion of the informational program, the designation cards will be distributed to the active employees of the designated bargaining unit.
- C. Freightliner and the UAW will designate a Neutral whose duties shall be:
  - (1) Collect signed cards completed by the employees
  - (2) Validate signatures against the employee's W-4 form
  - (3) Confirm from a list provided by Freightliner that employees were active at the time the bargaining unit was designated
  - (4) Count all valid cards and decide whether a 50% + 1 majority was reached

### Card Check Procedure

Continued:

- D. During an organizing campaign, employee participation in on-site, mutually agreed upon UAW information meetings will be voluntary and without pay.
- E. Organization campaigns shall begin on a mutually agreed upon date and shall end two weeks thereafter with a card count event conducted by the Neutral.
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6. If a majority of 50% + 1 is not attained by the UAW as determined by the Neutral, the UAW agrees that it will not campaign again at that location until 12 months have lapsed.
7. If employees from other Company locations are used to campaign, their absence from their normal job duties will be scheduled so as not to interfere with production at their home plant.
8. During organizing campaigns, the UAW will have reasonable access to the employees during the workday in non-work areas, including parking lots, building entrances and exits, break areas, smoking areas, cafeterias, and hallways.
9. The UAW agrees that it will make no public (written or verbal) negative comments about Freightliner or its management or its products. Management agrees that it will not make any negative comments (written or verbal) against the UAW.
10. During organizing campaigns, neither Freightliner nor the UAW will make any statements to the press unless the text of such press statements is jointly agreed upon in advance.
11. The provisions of the DaimlerChrysler Neutrality Agreement will remain in effect.
12. During organizing campaigns, the UAW International and Local Union organizers will do their utmost to ensure there are no production interruptions related to the card check procedure.

Agreed:

 12/11/02  
For Freightliner LLC

 12/16/02  
For the UAW

## Agreement on Preconditions to a Card Check Procedure Between Freightliner LLC and the UAW

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The following commitment is given by the UAW in exchange for Freightliner's Agreement to enter into a card check recognition procedure which could require Freightliner to voluntarily recognize the UAW as exclusive representative of Production and Maintenance employees at certain Manufacturing Plants. Unless otherwise agreed to in advance by the Parties, this commitment shall remain in effect for a period of no less than five (5) years.

1. There will be separate consideration in terms and conditions of employment for each Business Unit because of industry differences (trucks, parts, busses, fire and rescue, chassis) including competitive wage and benefits packages within comparative product markets. Freightliner will provide proposals, as necessary, which reflect competitive analysis for each Business Unit's targeted market.
2. There shall be no guaranteed employment or transfer rights between Business Units or Plants.
3. There will be no provisions for severance pay or SUB in the event of a layoff or plant closure.
4. There will be no strikes during the term of any collectively bargained agreement. The standard language will be identical to that contained in the Mt. Holly Labor Agreement.
5. There are no future expectations that any Freightliner Business Unit will be required to meet "UAW pattern" Agreements.
6. There will be no subcontracting prohibitions, provided economics reflect non-competitiveness. To the extent required, however, management will share economic and non-competitive conditions with the Union before outsourcing or subcontracting.
7. All production standards, plant layout, and job qualifications shall remain at the Company's discretion.
8. There shall be no additional restrictions imposed against overtime scheduling.
9. There may be a maximum of one paid union representative per plant location with basic office space provided. Further, the Union will ensure that grievance handling and related contract administration activities by committee persons are expedited.


**Tentative Agreement on Preconditions to a Card Check Procedure  
Between Freightliner LLC and the UAW**


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*Continued:*

10. Future benefits cost increases, in excess of normal inflation, will be shared between the Company and the employees proportionately at a rate to be determined between the Company and its employees.
11. The UAW will not attempt to organize any of Freightliner's office or professional employees.
12. In consideration of Freightliner's financial turnaround objectives, there will be no wage adjustments provided at any newly organized manufacturing plant prior to mid-2003.
13. The UAW agrees that it will not require, or pressure, Freightliner or its Business Units to utilize suppliers strictly based upon their union representation status.

Agreed:

 12/14/02  
For Freightliner LLC

 12/16/03  
For the UAW



Freightliner Custom  
Chassis Corporation  
552 Hyatt Street  
Gaffney, South Carolina 29341  
864.487.1700 Phone  
864.487.1718 Fax

## Memo

To: All FCCC Hourly-Paid Shop Employees  
From: Jack Conlan  
Subject: Wage Increase

To ensure that those being impacted are aware of what is currently happening regarding this matter, and to ensure a consistent message is communicated to dispel any misinformation or rumors that have circulated through the facility, we would like to provide you with this update.

As you are aware, Freightliner has planned to implement a company-wide general wage increase effective in late July. You also know that the United Autoworkers Union (UAW) is actively attempting to organize and represent the hourly-paid shop employees at FCCC.

Where a Union is actively organizing employees, as the UAW is here, federal labor law prohibits unilateral increases in wages by an employer unless the Union agrees. Thus, Freightliner cannot unilaterally grant a general wage increase to FCCC hourly-paid shop employees at this time.

We will keep you informed if there are any changes.

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST  
LABOR ORGANIZATION

<b>NOT WRITE IN THIS SPACE</b>	
Case 11-CB-3387	Date Filed 8/11/03

INSTRUCTIONS: File an original and 4 copies of this charge and an additional copy for each organization, each local, and each individual named in Item 1 with the NLRB Regional Director of the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT		
a. Name INTERNATIONAL UNION, UNITED AUTOMOBILE & AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), AFL-CIO		b. Union Representative to contact RON GETTELFINGER, Pres.
c. Telephone No. (313) 926-5000	d. Address (street, city, state and ZIP code) 8000 East Jefferson, Detroit, Michigan 48214	
e. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (list subsections) <u>(1) (A) and (2)</u> of the National Labor Relations Act. and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.		
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)		
<p><u>Injunctive Relief sought under Section 10(j)</u></p> <p>SEE ATTACHED PAGE</p>		
3. Name of Employer Freightliner Custom Chassis Corp., a subsidiary of Freightliner LLC, a subsidiary of Daimler-Chrysler Corporation, Inc.		4. Telephone No. Corp: (248) 576 5741; Plant (864) 487-1700
5. Location of plant involved (street, city, state and ZIP code) Corp. Auburn Hills, MI 48326-2766 Plant: 552 Hyatt Street, Gaffney, SC 29341		6. Employer representative to contact Corp: Jurgen Schremp; Plant: Jack Conlan, Rainer E. Schmueckle
7. Type of establishment (factory, mine, wholesaler, etc.) Factory	8. Identify principal product or service Large vehicle manufacture	9. Number of workers employed Thousands; 540 in the plant
10. Full name of party filing charge Mike Ivey		
11. Address of party filing charge (street, city, state and ZIP code) 1738 Chesnee Hwy., Gaffney, SC 29341		12. Telephone No. (864) 487-7188
13. DECLARATION		
I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.		
By <u>Glenn M. Taubman</u> <u>Attorney</u> <i>(signature of representative or person making charge)</i> <i>(title or office, if any)</i>		
Address <u>National Right to Work Legal Def. Fdtn.</u> <u>(703) 321-8510</u> <u>8/07/03</u> <u>Suite 600, 8001 Braddock Rd., Springfield, VA 22160</u> <i>(Telephone No.)</i> <i>(date)</i>		

## ULP CHARGE AGAINST UNION-§ 8(b)(1)(A) and (2)- INJUNCTION UNDER § 10(j) SOUGHT

1. Charging Party is employed by Freightliner Custom Chassis Corporation ("FCCC"), an indirect subsidiary of Daimler-Chrysler Corporation, Inc., within a proposed bargaining unit of approximately 540 employees. Freightliner/Daimler-Chrysler has signed a "neutrality and card check" agreement with the UAW union, covering FCCC and other facilities, which provides advantages to the UAW and makes it easier for the UAW to organize the employees at FCCC and other Freightliner LLC/Daimler-Chrysler subsidiaries.

2. In the face of the neutrality agreement which is designed to compel UAW unionization of the FCCC employees, approximately 375 FCCC employees (70% of the proposed unit) have signed a petition stating clearly that they reject, and do not want to be represented by, the UAW union.

3. Notwithstanding this overwhelming employee rejection of the UAW as their representative, the UAW and Daimler-Chrysler persist in enforcing their neutrality agreement at FCCC and in trying to foist this unwanted "company union" on the employees.

4. The FCCC workers have in the past received periodic wage increases, and were recently promised such a periodic wage increase by Freightliner officials. However, despite the employees' overwhelming rejection of the UAW as their bargaining representative, the UAW and Freightliner/Daimler-Chrysler are now engaged in "bargaining" over the wages of the FCCC employees, and FCCC has announced that it cannot give employees the raises they are due because the minority-union UAW has veto power over the employees' terms and conditions of employment as a result of the neutrality agreement, and the UAW union is, in fact, vetoing the raise. This "bargaining" by and with a minority union is blatantly unlawful. In short, FCCC employees have been and are being threatened that they will get no raises unless and until they agree to unionization by the "company union" known as the UAW. (Can it be doubted that the NLRB would find a violation of the Act if an employer told employees that the only way they will get raises is if they defeat a particular union, or bring in a particularly favored "company union?" See, e.g., Meyers Transport of New York, 338 NLRB No. 144 (2003) and cases cited infra; Aldworth Co., 338 NLRB No. 22 (2002)).

5. The UAW is using its power under the neutrality agreement, and its seat on the Supervisory Board of Daimler-Chrysler, in an illegitimate and coercive way, to hold hostage the raises of the FCCC employees, so that it can leverage its way into the Gaffney, S.C. plant against the employees' will. Even assuming, arguendo, that the UAW-Daimler-Chrysler "neutrality agreement" was valid when entered into, its use and enforcement now, in the face of clear opposition to the UAW by 70% of the effected employees, is blatantly unlawful and coercive.

6. These and related actions restrain and coerce employees in the exercise of their § 7 rights, and in the exercise of their fundamental right under the Act to freely choose -- or reject -- their representative. Injunctive relief under § 10(j) is sought to restrain this and similar conduct by the UAW and Freightliner/Daimler-Chrysler. Such injunctive relief should: 1) order the UAW and Freightliner/Daimler-Chrysler to cease enforcing their anti-employee "neutrality" agreement; 2) cease threatening and coercing employees, and withholding their raises, in order to force them to accept unionization by an unwanted "company union"; and 3) stop this minority-union/"company union" from bargaining with Freightliner/Daimler-Chrysler over the wages and benefits to be paid to FCCC employees.

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case 11-CA-20499

Date Filed 10-5-04

File an original and 4 copies of this charge with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

## 1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Freightliner Custom Chassis Corp., a subsidiary of Freightliner LLC, a subsidiary of Daimler-Chrysler Corporation, Inc.		b. Number of workers employed Thousands; 540 in plant
c. Address (street, city, state, ZIP code) Corp: Auburn Hills, MI 48326-2766 Plant: 552 Hyatt Street, Gaffney, SC 29341	d. Employer Representative Corp: Jurgen Schrempp Plant: Jack Conlan, Rainer E. Schmueckle	e. Telephone No. Corp.: (248) 576 5741 Plant: (864) 487-1700
f. Type of establishment (factory, mine, wholesaler, etc.) Factory	g. Identify principal product or service Large vehicle manufacture	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (2) and (3) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.		

## 2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

This ULP charge is designed to supplement the ones already filed in Case Nos. 11-CA-20070-1, 11-CA-20071-1, 11-CB-3386-1 and 11-CB-3387-1

- Charging Party is employed by Freightliner Custom Chassis Corporation ("FCCC"), an indirect subsidiary of Daimler-Chrysler Corporation, Inc., within a proposed bargaining unit of approximately 540 employees.
- The UAW union has been attempting to organize this unit, without success. The UAW does not represent a majority of the employees in this unit, and has never done so.
- At some unknown time, Freightliner and the UAW entered into a "neutrality agreement," the actual terms of which were never disclosed to the Charging Party or other employees.
- Within the past six months, the Charging Party became aware of the terms of an additional secret agreement between Freightliner and the UAW, entitled an "Agreement on Preconditions to a Card Check Procedure Between Freightliner and the UAW." This newly discovered secret agreement negotiates substantive terms and conditions of employment for the Charging Party and other employees, even though the UAW is not and has never been the majority representative. Such negotiations by and with a minority union violates Majestic Weaving, 147 NLRB 859 (1964) and related cases.
- These and related actions restrain and coerce all Freightliner employees in the exercise of their § 7 rights, and in the exercise of their fundamental right under the Act to freely choose -- or reject -- their representative. Injunctive relief under § 10(j) is sought to restrain this and similar conduct by the UAW and Freightliner/Daimler-Chrysler, including stopping them from maintaining or enforcing any secret agreements which cover substantive terms and conditions of employment.

By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of the

## 3. Full name of party filing charge (if labor organization, give full name, including local name and number)

Mike Ivey

4a. Address (street and number, city, state and ZIP code)  
1573 Chesnee Hwy, Gaffney, SC 293414b. Telephone No.  
(864) 487-7188

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

## 6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By Glenn M. Taubman  
(signature of representative or person making charge)  
Address National Right to Work Legal Def. Fdn.  
Suite 600, 8001 Braddock Rd., Springfield, VA 22160

Glenn M. Taubman Attorney  
(title or office, if any)  
(703) 321-8510 09/30/04  
(Telephone No.) (date)





UNITED STATES GOVERNMENT  
**NATIONAL LABOR RELATIONS BOARD**  
OFFICE OF THE GENERAL COUNSEL  
Washington, D.C. 20570

September 2, 2004

Re: Freightliner Custom Chassis Corporation, a  
subsidiary of Freightliner, LLC, a subsidiary  
of Daimler-Chrysler Corporation, Inc.  
Case Nos. 11-CA-20070-1  
11-CA-20071-1

Int'l Union, UAW, AFL-CIO  
(Freightliner Custom Chassis Corporation, a  
subsidiary of Freightliner, LLC, a subsidiary  
of Daimler-Chrysler Corporation, Inc.)  
Case Nos. 11-CB-3386-1  
11-CB-3387-1

Glenn M. Taubman, Esq.  
National Right to Work Legal  
Defense Foundation, Inc.  
8001 Braddock Road, Suite 600  
Springfield, VA 22160


Dear Mr. Taubman:

Your appeal from the Regional Director's refusal to issue complaint has been carefully considered. The appeal is sustained.

The Employer and Union's communications with each other regarding the 2003 pay raise and the Employer's communications with its employees regarding that pay raise present Section 8(a)(1), (2), and (3) and 8(b)(1)(A) issues warranting Board determination based on record testimony developed at a hearing before an administrative law judge. Accordingly, the appeal is remanded for issuance of an appropriate complaint, absent settlement. All further inquiries should be addressed to the Regional Director.

Sincerely,

Arthur F. Rosenfeld  
General Counsel

By   
Yvonne T. Dixon, Director  
Office of Appeals

Case Nos. 11-CA-20070-1, et al.

-2

cc: Director, Region 11

Mr. David Roach  
347 Thompson Road  
Chesnee, SC 29323

Mr. Mike Ivey  
1738 Chesnee Highway  
Gaffney, SC 29341

Mike Heller, Esq.  
Freightliner, LLC  
4747 North Channel Avenue  
Portland, OR 97217-7699

Mr. Jack Conlan  
Freightliner Custom Chassis Corporation  
552 Hyatt Street  
Gaffney, SC 29341

Michael Nicholson, Esq.  
Int'l Union, UAW, AFL-CIO  
8000 East Jefferson Avenue  
Detroit, MI 48214

trs

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 11

FREIGHTLINER CUSTOM CHASSIS CORPORATION,  
A SUBSIDIARY OF DAIMLER-CHRYSLER  
CORPORATION, INC.

and

Case No. 11-CA-20070

DAVID ROACH, an Individual

FREIGHTLINER CUSTOM CHASSIS CORPORATION,  
A SUBSIDIARY OF DAIMLER-CHRYSLER  
CORPORATION, INC.

and

Case No. 11-CA-20071

MIKE IVEY, an Individual

INTERNATIONAL UNION, UNITED AUTOMOBILE &  
AGRICULTURAL IMPLEMENT WORKERS OF  
AMERICA (UAW), AFL-CIO

and

Case No. 11-CB-3386

DAVID ROACH, an Individual

INTERNATIONAL UNION, UNITED AUTOMOBILE &  
AGRICULTURAL IMPLEMENT WORKERS OF  
AMERICA (UAW), AFL-CIO

and

Case No. 11-CB-3387

MIKE IVEY, an Individual

FURTHER ORDER CONSOLIDATING CASES,  
CONSOLIDATED COMPLAINT AND NOTICE OF HEARING

It having been charged by David Roach, an Individual, in Cases Nos. 11-CA-20070 and 11-CB-3386 and by Mike Ivey, an Individual, in Cases Nos. 11-CA-20071 and 11-CB-3387, that Freightliner Custom Chassis Corporation, a subsidiary of Daimler-Chrysler Corporation, Inc., herein called Respondent Freightliner, and the International Union, United Automobile and Agricultural Implement Workers of America, (UAW), herein called Respondent Union, have engaged in, and are now engaging in, unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, as amended, 29 U.S.C., Sec. 151, et. seq., herein called the Act, an Order Consolidating Cases, Complaint and Notice of Hearing having issued in Cases Nos. 11-CA-20070 and 11-CA-20071 on September 28, 2004, and the Acting General Counsel of the National Labor Relations Board, herein called the Board, on behalf of the Board by the undersigned, having duly considered the matter and deeming it necessary in order to effectuate the purposes of the Act, and to avoid unnecessary costs and delay,

HEREBY ORDERS, pursuant to Section 102.33 of the Board's Rules and Regulations, Series 8, as amended, that these cases be, and they hereby are, consolidated.

Said cases having been consolidated for hearing, the General Counsel of the Board, on behalf of the Board by the undersigned, pursuant to Section 10(b) of the Act and the Board's Rules and Regulations, Series 8, as amended, Section 102.15, hereby issues this Further Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, and alleges as follows:

1.

(a) The charge in Case No. 11-CA-20070 was filed by David Roach, an Individual, on August 11, 2003, and was served on Respondent Freightliner on August 11, 2003.

(b) The charge in Case No. 11-CA-20071 was filed by Mike Ivey, an Individual, on August 11, 2003, and was served on Respondent Freightliner on August 11, 2003.

(c) The charge in Case No. 11-CB-3386 was filed by David Roach, an Individual on August 11, 2003, and was served on Respondent Union on August 11, 2003.

(d) The charge in Case No. 11-CB-3387 was filed by Mike Ivey, an Individual, on August 11, 2003, and was served on Respondent Union on August 11, 2003.

2.

Respondent Freightliner is now, and has been at all times material herein, a Delaware corporation with a facility located at Gaffney, South Carolina, where it is engaged in the manufacture of chassis for use in commercial vehicles.

3.

During the past 12 months, which period is representative of all times material herein, Respondent Freightliner purchased and received at its Gaffney, South Carolina, facility, goods and materials valued in excess of \$50,000 directly from points outside the State of South Carolina.

4.

During the past 12 months, which period is representative of all times material herein, Respondent Freightliner sold and shipped from its Gaffney, South Carolina, facility, products valued in excess of \$50,000 directly to points outside the State of South Carolina.

5.

Respondent Freightliner is now, and has been at all times material herein, an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

6.

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

7.

At all times material herein, the following-named persons have been, and are now, agents of Respondent Freightliner, acting on its behalf, and are agents within the meaning of Section 2(2) and 2(13) of the Act:

- Rainier Schmueckle - President and Chief Executive Officer
- Roger Neilson - Chief Operating Officer
- Chris Rice - Human Resources Manager
- Jack Conlan - President
- Scott Evitt - General Manager, Human Resources, Labor Relations, Organization and Administration

8.

At all times material herein, the following-named persons occupied the positions set opposite their names, and have been, and are now, agents of Respondent Freightliner, acting on its behalf, and are supervisors within the meaning of Section 2(11) of the Act:

- Rainier Schmueckle - President and Chief Executive Officer
- Roger Neilson - Chief Operating Officer
- Chris Rice - Human Resources Manager
- Jack Conlan - President
- Scott Evitt - General Manager, Human Resources, Labor Relations, Organization and Administration

9.

At all times material herein, the following named persons have been, and are now, agents of Respondent Union, acting on its behalf, and are agents within the meaning of Section 2(2) and 2(13) of the Act.

Nate Gooden	-	UAW Vice-President
David McAllister	-	Administrative Assistant
Gary Casteel	-	UAW Region 8 Director
Bob King	-	UAW Vice President of Organizing
Dave Bortz	-	UAW Director of Organizing

10.

Since on or about February 11, 2003, and continuing to date, Respondent Freightliner, through the actions of its agents at Respondent Freightliner's Gaffney, South Carolina, facility, has interfered with, restrained, and coerced, and is interfering with, restraining, and coercing its employees in the exercise of rights guaranteed in Section 7 of the Act by the following acts and conduct:

(a) On or about August 1, 2003 informing employees that it could not grant a wage increase during a Union organizing campaign.

(b) On or about August 1, 2003 informing employees that it delayed in granting the July 2003 wage increase because of the Union organizing campaign.

11.

On or about July 2003, the Respondent Freightliner delayed in granting its employees a wage increase.

12.

Respondent Freightliner engaged in the conduct described above in paragraph 11 because its employees supported, or assisted the Union, and engaged in concerted activities for the purpose of collective bargaining or other mutual aid or protection, and in order to discourage employees from engaging in such activities or other concerted activities for the purpose of collective bargaining or other mutual aid or protection.

13.

Beginning in June 2003 and continuing until September 2003, Respondent Freightliner bargained with Respondent Union concerning whether to grant a wage increase to its employees.

14.

On or about September 8, 2003, Respondent Freightliner rendered, and Respondent Union accepted, assistance and support by informing employees that the July 2003 wage increase that was previously withheld would be granted based upon Respondent Union's consent.

15.

Respondent Freightliner and Respondent Union engaged in the conduct described in paragraphs 13 and 14 even though Respondent Union did not represent a majority of Respondent Freightliner's employees.

16.

Respondent Freightliner, by the acts described above in paragraphs 10, 11, 12, 13, 14, and 15 and by each of said acts, has engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(a)(1) of the Act.



17.

Respondent Freightliner, by the acts described above in paragraphs 13, 14, and 15, and by each of said acts, has engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(a)(2) of the Act.

18.

Respondent Freightliner, by the acts described above in paragraphs 11 and 12, and by each of said acts, has engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(a)(3) of the Act.

19.

Respondent Union, by the acts described above in paragraphs 13, 14, and 15, and by each of said acts, has engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(b)(1)(A) of the Act.

20.

The acts of Respondent Freightliner described above constitute unfair labor practices affecting commerce within the meaning of Section 8(a)(1), (2) and (3) and Section 2(6) and (7) of the Act.

21.

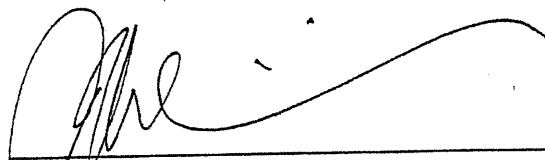
The acts of Respondent Union described above constitute unfair labor practices affecting commerce within the meaning of Section 8(b)(1)(A) and Section 2(6) and (7) of the Act.

**PLEASE TAKE NOTICE that on the 22<sup>nd</sup> day of August 2005 at 9:00 a.m. in the Paris Favors Jr. Hearing Room, Suite 200, 4035 University Parkway, Winston-Salem, North Carolina, a hearing will be conducted before a duly designated Administrative Law Judge of the**

National Labor Relations Board on the allegations set forth in the above complaint, at which time and place you will have the right to appear in person or otherwise and give testimony. Form NLRB-4668, Statement of Standard Procedures in Formal Hearings Held Before the National Labor Relations Board in Unfair Labor Practice Cases, is attached.

You are further notified that pursuant to Section 102.20 and 102.21 of the Board's Rules and Regulations, Series 8, as amended, you shall file with the Regional Director, acting in this matter as agent of the National Labor Relations Board, an original and four copies of an answer to the said complaint within 14 days from service thereof, and that unless you do so, all the allegations in the above complaint shall be deemed to be admitted to be true and may be so found by the Board. Immediately upon the filing of its answer, Respondent shall serve a copy thereof on each of the other parties.

Dated at Winston-Salem, North Carolina, on the 5<sup>th</sup> day of August 2005.



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Patricia L. Timmins, Acting Regional Director  
National Labor Relations Board  
Region 11  
4035 University Parkway, Suite 200  
P. O. Box 11467  
Winston-Salem, North Carolina 27116-1467



UNITED STATES GOVERNMENT  
**NATIONAL LABOR RELATIONS BOARD**  
OFFICE OF THE GENERAL COUNSEL  
Washington, D.C. 20570

April 29, 2005

Re: Freightliner Custom Chassis Corporation, a  
subsidiary of Freightliner, LLC, a subsidiary  
of Daimler-Chrysler Corporation, Inc.  
Case Nos. 11-CA-20495-1  
11-CA-20499-1

International Union, United Automobile &  
Agricultural Implement Workers of America  
(UAW), AFL-CIO (Freightliner Custom  
Chassis Corporation)  
Case Nos. 11-CB-3501-1  
11-CB-3502-1

Glenn M. Taubman, Esq.  
National Right to Work Legal  
Defense Foundation, Inc.  
8001 Braddock Road, Suite 600  
Springfield, VA 22160

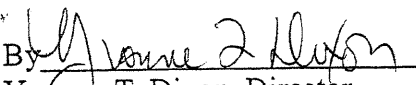
Dear Mr. Taubman:

Your appeal from the Regional Director's refusal to issue complaint has been carefully considered.

The Employer's and Union's maintenance of the "Agreement on Preconditions to a Card Check" arguably violated Section 8(a)(1) of the Act. However, in view of the settlement agreement reached in *Thomas Built Buses, Inc., a Subsidiary of Freightliner, LLC*, 11-CA-20038 and *International Union, United Automobile and Agricultural Implement Workers of America (UAW)*, 11-CB-3455, which all parties signed and where the parties will no longer give effect to the Agreement at any Freightliner facilities, further processing of the appeal filed in this matter would not effectuate the purposes and policies of the Act.

Sincerely,

Arthur F. Rosenfeld  
General Counsel

By   
Yvonne T. Dixon, Director  
Office of Appeals

cc: Director, Region 11

Mr. Jurgen Schrempp  
Freightliner Custom Chassis Corporation  
a subsidiary of Freightliner, LLC  
a subsidiary of Daimler-Chrysler  
Corporation, Inc.  
Auburn Hills, MI 48326

John J. Doyle, Jr., Esq.  
Constangy, Brooks, & Smith, LLC  
100 North Cherry Street, Suite 300  
Winston- Salem, NC 27101

Mr. Ron Gettelfinger  
International Union, United Automobile &  
Agricultural Implement Workers of  
America (UAW), AFL-CIO  
8000 East Jefferson  
Detroit, MI 48214

Mr. Mike Ivey  
1573 Chesnee Highway  
Gaffney, SC 29341

Mr. Jack Conlan  
Mr. Rainer E. Schmueckle  
Freightliner Custom Chassis Corporation a  
subsidiary of Freightliner LLC,  
a subsidiary of Daimler-  
Chrysler Corporation, Inc.  
552 Hyatt Street  
Gaffney, SC 29341

Phillip L. Gilliam, Esq.  
International Union, United Automobile &  
Agricultural Implement Workers of  
America (UAW), AFL-CIO  
8000 East Jefferson  
Detroit, MI 48214

Mr. David Roach  
1067 Lee Cudd Road  
Rutherfordton, NC 28139-7030

tb

FORM NLRB-4775

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

IN THE MATTER OF

THOMAS BUILT BUSES, INC., A SUBSIDIARY OF FREIGHTLINER LLC

Case 11-CA-20338

The undersigned Charged Party and the undersigned Charging Party, in settlement of the above matter, and subject to the approval of the Regional Director for the National Labor Relations Board, HEREBY AGREE AS FOLLOWS:

**POSTING OF NOTICE** — Upon approval of this Agreement, the Charged Party will post immediately in conspicuous places in and about its plant/office, including all places where notices to employees/members are customarily posted, and maintain for 60 consecutive days from the date of posting, copies of the attached Notice made a part hereof, said Notices to be signed by a responsible official of the Charged Party and the date of actual posting to be shown thereon. In the event this Agreement is in settlement of a charge against a union, the union will submit forthwith signed copies of said Notice to the Regional Director who will forward them to the employer whose employees are involved herein, for posting, if the employer is willing, in conspicuous places in and about the employer's plant where they shall be maintained for 60 consecutive days from the date of posting. Further, in the event that the charged union maintains a bulletin board at the facility of the employer where the alleged unfair labor practices occurred, the union shall also post Notices on such bulletin board during the posting period.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

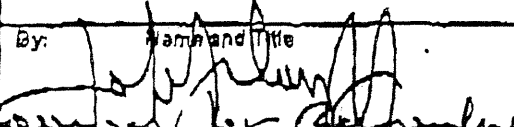
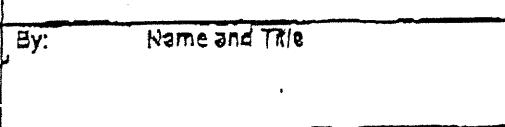

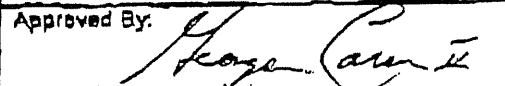
**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above captioned case(s), and does not constitute a settlement of any other case(s) or matters. It does not preclude persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters which precede the date of the approval of this Agreement regardless of whether such matters are known to the General Counsel or are readily discoverable. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

**REFUSAL TO ISSUE COMPLAINT** — In the event the Charging Party fails or refuses to become a party to this Agreement, and if in the Regional Director's discretion it will effectuate the policies of the National Labor Relations Act, the Regional Director shall decline to issue a Complaint herein (or a new Complaint if one has been withdrawn pursuant to the terms of this agreement), and this Agreement shall be between the Charged Party and the undersigned Regional Director. A review of such action may be obtained pursuant to Section 102.18 of the Rules and Regulations of the Board if a request for same is filed within 14 days thereof. This Agreement is contingent upon the General Counsel sustaining the Regional Director's action in the event of a review. Approval of this Agreement by the Regional Director shall constitute withdrawal of any Complaint(s) and Notice of Hearing heretofore issued in this case, as well as any answer(s) filed in response.

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt of the Charged Party of advice that no review has been requested or that the General Counsel has sustained the Regional Director.

**NOTIFICATION OF COMPLIANCE** — The undersigned parties to this Agreement will each notify the Regional Director in writing what steps the Charged Party has taken to comply herewith. Such notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. In the event the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that no review has been requested or that the General Counsel has sustained the Regional Director. Contingent upon compliance with the terms and provisions hereof, no further action shall be taken in this case.

By entering into this Agreement, the Employer does not admit that it has violated the National Labor Relations Act, as amended.

Charged Party THOMAS BUILT BUSES, INC., A SUBSIDIARY OF FREIGHTLINER LLC		Charging Party JEFF WARD, AN INDIVIDUAL	
By: 	Name and Title	Date	By: 
		3/10/05	
Recommended By: 	Date	Approved By: 	Date
Board Agent		Administrative Law Judge	3/17/05

Form NLRB 4450 (11-00)



# NOTICE TO EMPLOYEES

## POSTED PURSUANT TO A SETTLEMENT AGREEMENT

### APPROVED BY AN ADMINISTRATIVE LAW JUDGE OF THE NATIONAL LABOR RELATIONS BOARD

#### AN AGENCY OF THE UNITED STATES GOVERNMENT

#### 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 interfere with, restrain, or coerce employees in the exercise of these rights. More specifically,

WE WILL NOT give effect to the Agreement on Preconditions to a Card Check Procedure at the TBB High Point North Carolina Facility or at any other TBB or Freightliner facility in the future.

WE WILL NOT give assistance to the International Union, United Automobile, Aerospace, Agricultural & Implement Workers of America, AFL-CIO (UAW) by aiding them in soliciting union authorization cards from our employees or by giving the Union broad-based access to our employees.

WE WILL NOT recognize and bargain with the UAW, or any other union that does not represent an uncoerced majority of employees.

WE WILL NOT recognize and bargain with the UAW until such time as the union has been certified by the National Labor Relations Board as the exclusive collective bargaining representative of our employees.

WE WILL NOT, in any like or related manner, interfere with, restrain, or coerce our employees in the exercise of their rights as guaranteed in Section 7 of the Act.

WE WILL immediately withdraw recognition from the UAW.

THOMAS BUILT BUSES, INC., A SUBSIDIARY OF FREIGHTLINER  
LLC  
(Respondent)

Dated: \_\_\_\_\_ By: \_\_\_\_\_ (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: [www.nlrb.gov](http://www.nlrb.gov)

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE. THIS NOTICE MUST REMAIN POSTED UNTIL 30 DAYS AFTER 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 ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER.

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

IN THE MATTER OF

THOMAS BUILT BUSES, INC., A SUBSIDIARY OF FREIGHTLINER LLC

Case 11-CA-20338

The undersigned Charged Party and the undersigned Charging Party, in settlement of the above matter, and subject to the approval of the Regional Director for the National Labor Relations Board, HEREBY AGREE AS FOLLOWS:

**POSTING OF NOTICE** — Upon approval of this Agreement, the Charged Party will post immediately in conspicuous places in and about its plant/office, including all places where notices to employees/members are customarily posted, and maintain for 60 consecutive days from the date of posting, copies of the attached Notice made a part hereof, said Notices to be signed by a responsible official of the Charged Party and the date of actual posting to be shown thereon. In the event this Agreement is in settlement of a charge against a union, the union will submit forthwith signed copies of said Notice to the Regional Director who will forward them to the employer whose employees are involved herein, for posting, if the employer is willing, in conspicuous places in and about the employer's plant where they shall be maintained for 60 consecutive days from the date of posting. Further, in the event that the charged union maintains a bulletin board at the facility of the employer where the alleged unfair labor practices occurred, the union shall also post Notices on such bulletin board during the posting period.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.


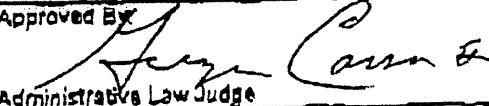
**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above captioned case(s), and does not constitute a settlement of any other case(s) or matters. It does not preclude persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters which precede the date of the approval of this Agreement regardless of whether such matters are known to the General Counsel or are readily discoverable. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

**REFUSAL TO ISSUE COMPLAINT** — In the event the Charging Party fails or refuses to become a party to this Agreement, and if in the Regional Director's discretion it will effectuate the policies of the National Labor Relations Act, the Regional Director shall decline to issue a Complaint herein (or a new Complaint if one has been withdrawn pursuant to the terms of this agreement), and this Agreement shall be between the Charged Party and the undersigned Regional Director. A review of such action may be obtained pursuant to Section 102.18 of the Rules and Regulations of the Board if a request for same is filed within 14 days thereof. This Agreement is contingent upon the General Counsel sustaining the Regional Director's action in the event of a review. Approval of this Agreement by the Regional Director shall constitute withdrawal of any Complaint(s) and Notice of Hearing heretofore issued in this case, as well as any answer(s) filed in response.

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt of the Charged Party of advice that no review has been requested or that the General Counsel has sustained the Regional Director.

**NOTIFICATION OF COMPLIANCE** — The undersigned parties to this Agreement will each notify the Regional Director in writing what steps the Charged Party has taken to comply herewith. Such notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. In the event the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that no review has been requested or that the General Counsel has sustained the Regional Director. Contingent upon compliance with the terms and provisions hereof, no further action shall be taken in this case.

By entering into this Agreement, the Employer does not admit that it has violated the National Labor Relations Act, as amended.

Charged Party THOMAS BUILT BUSES, INC., A SUBSIDIARY OF FREIGHTLINER LLC		Charging Party JEFF WARD, AN INDIVIDUAL			
By	Name and Title	Date	By	Name and Title	Date
					3/10/05
Recommended By:		Date	Approved By		Date
					3/17/05
Board Agent			Administrative Law Judge		

FORM NO. 107-2060 10-07



# NOTICE TO EMPLOYEES

## POSTED PURSUANT TO A SETTLEMENT AGREEMENT

### APPROVED BY AN ADMINISTRATIVE LAW JUDGE OF THE NATIONAL LABOR RELATIONS BOARD

#### AN AGENCY OF THE UNITED STATES GOVERNMENT

#### 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 interfere with, restrain, or coerce employees in the exercise of these rights. More specifically,

WE WILL NOT give effect to the Agreement on Preconditions to a Card Check Procedure at the TBB High Point North Carolina facility or at any other TBB or Freightliner facility in the future.

WE WILL NOT give assistance to the International Union, United Automobile, Aerospace, Agricultural & Implement Workers of America, AFL-CIO (UAW) by aiding them in soliciting union authorization cards from our employees or by giving the Union broad-based access to our employees.

WE WILL NOT recognize and bargain with the UAW, or any other union that does not represent an uncoerced majority of employees.

WE WILL NOT recognize and bargain with the UAW until such time as the union has been certified by the National Labor Relations Board as the exclusive collective bargaining representative of our employees.

WE WILL NOT, in any like or related manner, interfere with, restrain, or coerce our employees in the exercise of their rights as guaranteed in Section 7 of the Act.

WE WILL immediately withdraw recognition from the UAW.

THOMAS BUILT BUSES, INC., A SUBSIDIARY OF FREIGHTLINER  
LLC

(Respondent)

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(Representative)

(Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office call forth below. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DELETED BY ANYONE. THIS NOTICE MUST BE MAINTAINED IN FULL AND UNALTERED FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DELETED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER.

*W/L*



FORM NLRB-4775

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

IN THE MATTER OF  
INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE & AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), AFL-CIO Case 11-CB-3456

The undersigned Charged Party and the undersigned Charging Party, in settlement of the above matter, and subject to the approval of the Regional Director for the National Labor Relations Board, HEREBY AGREE AS FOLLOWS:

**POSTING OF NOTICE** — Upon approval of this Agreement, the Charged Party will post immediately in conspicuous places in and about its plant/facility, including all places where notices to employees/members are customarily posted, and maintain for 60 consecutive days from the date of posting, copies of the attached Notice made a part hereof, said Notices to be signed by a responsible official of the Charged Party and the date of actual posting to be shown thereon. In the event this Agreement is in settlement of a charge against a union, the union will submit forthwith signed copies of said Notice to the Regional Director who will forward them to the employer whose employees are involved herein, for posting, if the employer is willing, in conspicuous places in and about the employer's plant where they shall be maintained for 60 consecutive days from the date of posting. Further, in the event that the charged union maintains a bulletin board at the facility of the employer where the alleged unfair labor practices occurred, the union shall also post Notices on such bulletin board during the posting period.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above captioned case(s), and does not constitute a statement of any other case(s) or matters. It does not preclude persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters which precede the date of the approval of this Agreement regardless of whether such matters are known to the General Counsel or are readily discoverable. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

**REFUSAL TO ISSUE COMPLAINT** — In the event the Charging Party fails or refuses to become a party to this Agreement and if in the Regional Director's discretion it will effectuate the policies of the National Labor Relations Act, the Regional Director shall decline to issue a Complaint herein (or a new Complaint if one has been withdrawn pursuant to the terms of this agreement), and this Agreement shall be between the Charged Party and the undersigned Regional Director. A review of such action may be obtained pursuant to Section 102.19 of the Rules and Regulations of the Board if a request for same is filed within 14 days thereof. This Agreement is contingent upon the General Counsel sustaining the Regional Director's action in the event of a review. Approval of this Agreement by the Regional Director shall constitute withdrawal of any Complaint(s) and Notice of Hearing heretofore issued in this case, as well as any answer(s) filed in response.

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt of the Charged Party of advice that no review has been requested or that the General Counsel has sustained the Regional Director.

**NOTIFICATION OF COMPLIANCE** — The undersigned parties to this Agreement will each notify the Regional Director in writing what steps the Charged Party has taken to comply herewith. Such notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. In the event the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that no review has been requested or that the General Counsel has sustained the Regional Director. Contingent upon compliance with the terms and provisions hereof, no further action shall be taken in this case.

By entering into this Agreement, the Union does not admit that it has violated the National Labor Relations Act, as amended.

Charged Party INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE & AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), AFL-CIO		Charging Party JEFF WARD	
By: Name and Title <i>Anthony A. Engel</i> Associate General Counsel	Date 3-10-05	By: Name and Title	Date
Recommended By:	Date	Approved By: <i>[Signature]</i> Administrative Law Judge	Date 3/17/05
Board Agent			



# NOTICE TO EMPLOYEES AND MEMBERS

## POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY AN ADMINISTRATIVE LAW JUDGE OF THE NATIONAL LABOR RELATIONS BOARD AN AGENCY OF THE UNITED STATES GOVERNMENT

### FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join or assist a union;
- Choose representatives to bargain with your employer 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 restrain or coerce employees in the exercise of these rights. More specifically,

WE WILL NOT give effect to the Agreement on Preconditions to a Card Check Procedure at the TBB High Point North Carolina facility or at any other TBB or Freightliner facility in the future.

WE WILL NOT accept assistance from Thomas Built Buses, Inc., a subsidiary of Freightliner LLC (TBB) during our organizing campaign by allowing them to help us solicit union authorization cards from their employees or by allowing them to give us overly broad access to their employees

WE WILL NOT seek recognition from or bargain with TBB, or any other company, regarding their employees' wages, hours, or terms and conditions of employment, unless we represent an uncovered majority of the employees,

WE WILL NOT seek or accept recognition from and/or bargain with TBB regarding their employees' wages, hours, or terms and conditions of employment until we have been certified by the National Labor Relations Board as the exclusive collective bargaining representative of the employees.

WE WILL NOT, in any like or related manner, restrain or coerce our employees in the exercise of their rights as guaranteed in Section 7 of the Act.

WE WILL immediately stop demanding and/or accepting recognition and bargaining with TBB regarding their employees' wages, hours, or terms and conditions of employment, until we have been certified by the National Labor Relations Board as the exclusive collective bargaining representative of the employees.

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE  
& AGRICULTURAL IMPLEMENT WORKERS OF AMERICA  
(UAW), AFL-CIO  
(Respondent)

bE  
3-10-05

Dated: \_\_\_\_\_ By: \_\_\_\_\_ (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov)

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DECEASED BY ANYONE.  
THIS NOTICE MUST NOT BE DECEASED OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THE NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER.

FORM NLRB-4775

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

IN THE MATTER OF

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE & AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), AFL-CIO Case 11-CE-3456

The undersigned Charged Party and the undersigned Charging Party, in settlement of the above matter, and subject to the approval of the Regional Director for the National Labor Relations Board, HEREBY AGREE AS FOLLOWS:

**POSTING OF NOTICE** — Upon approval of this Agreement, the Charged Party will post immediately in conspicuous places in and about its plant/office, including all places where notices to employees/members are customarily posted, and maintain for 60 consecutive days from the date of posting, copies of the attached Notice made a part hereof, said Notices to be signed by a responsible official of the Charged Party and the date of actual posting to be shown thereon. In the event this Agreement is in settlement of a charge against a union, the union will submit forthwith signed copies of said Notice to the Regional Director who will forward them to the employer whose employees are involved herein, for posting, if the employer is willing, in conspicuous places in and about the employer's plant where they shall be maintained for 60 consecutive days from the date of posting. Further, in the event that the charged union maintains a bulletin board at the facility of the employer where the alleged unfair labor practices occurred, the union shall also post Notices on such bulletin board during the posting period.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above captioned case(s), and does not constitute a settlement of any other case(s) or matters. It does not preclude persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters which precede the date of the approval of this Agreement regardless of whether such matters are known to the General Counsel or are readily discoverable. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

**REFUSAL TO ISSUE COMPLAINT** — In the event the Charging Party fails or refuses to become a party to this Agreement and if in the Regional Director's discretion it will effectuate the policies of the National Labor Relations Act, the Regional Director shall decline to issue a Complaint herein (or a new Complaint if one has been withdrawn pursuant to the terms of this agreement), and this Agreement shall be between the Charged Party and the undersigned Regional Director. A review of such action may be obtained pursuant to Section 102.19 of the Rules and Regulations of the Board if a request for same is filed within 14 days thereof. This Agreement is contingent upon the General Counsel sustaining the Regional Director's action in the event of a review. Approval of this Agreement by the Regional Director shall constitute withdrawal of any Complaint(s) and Notice of Hearing heretofore issued in this case, as well as any answer(s) filed in response.

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt of the Charged Party of advice that no review has been requested or that the General Counsel has sustained the Regional Director.

**NOTIFICATION OF COMPLIANCE** — The undersigned parties to this Agreement will each notify the Regional Director in writing what steps the Charged Party has taken to comply herewith. Such notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. In the event the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that no review has been requested or that the General Counsel has sustained the Regional Director. Contingent upon compliance with the terms and provisions hereof, no further action shall be taken in this case.

By entering into this Agreement, the Union does not admit that it has violated the National Labor Relations Act, as amended.

Charged Party INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE & AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), AFL-CIO		Charging Party JEFF WARD	
By: Name and Title	Date	By: Name and Title	Date
		<i>John L. Murray</i>	3/10/05
Recommended By:	Date	Approved By:	Date
Board Agent		<i>Greg Carr</i>	3/17/05
		Administrative Law Judge	



# NOTICE TO EMPLOYEES AND MEMBERS

POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY AN ADMINISTRATIVE LAW JUDGE OF THE NATIONAL LABOR RELATIONS BOARD AN AGENCY OF THE UNITED STATES GOVERNMENT

### FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join or assist a union.
- Choose representatives to bargain with your employer 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 restrain or coerce employees in the exercise of these rights. More specifically,

WE WILL NOT give effect to the Agreement on Preconditions to a Card Check Procedure at the TBB High Point, North Carolina facility or at any other TBB or Freightliner facility in the future.

WE WILL NOT accept assistance from Thomas Built Buses, Inc., a subsidiary of Freightliner LLC (TBB) during our organizing campaign by allowing them to help us solicit union authorization cards from their employees or by allowing them to give us overly broad access to their employees.

WE WILL NOT seek recognition from or bargain with TBB, or any other company, regarding their employees' wages, hours, or terms and conditions of employment, unless we represent an uncoerced majority of the employees.

WE WILL NOT seek or accept recognition from and/or bargain with TBB regarding their employees' wages, hours, or terms and conditions of employment until we have been certified by the National Labor Relations Board as the exclusive collective bargaining representative of the employees.

WE WILL NOT, in any like or related manner, restrain or coerce our employees in the exercise of their rights as guaranteed in Section 7 of the Act.

WE WILL immediately stop demanding and/or accepting recognition and bargaining with TBB regarding their employees' wages, hours, or terms and conditions of employment, until we have been certified by the National Labor Relations Board as the exclusive collective bargaining representative of the employees.

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE & AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW) AFL-CIO  
(Respondent)

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website [www.nlr.gov](http://www.nlr.gov).

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE. THIS NOTICE MUST REMAIN PROMINENTLY DISPLAYED IN THE WORK AREA. IT 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 ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER.

\*\* TOTAL PAGE 13 \*\*

TOTAL P.12

UNITED STATES GOVERNMENT  
 NATIONAL LABOR RELATIONS BOARD  
**SETTLEMENT AGREEMENT**

**IN THE MATTER OF**

INTERNATIONAL UNION, UNITED AUTOMOBILE & AGRICULTURAL IMPLEMENT  
 WORKERS OF AMERICA (UAW), AFL-CIO

Case 11-CB-3386  
 11-CB-3387

The undersigned Charged Party and the undersigned Charging Party, in settlement of the above matter, and subject to the approval of the Regional Director for the National Labor Relations Board, **HEREBY AGREE AS FOLLOWS:**

**POSTING OF NOTICE** — Upon approval of this Agreement, the Charged Party will post immediately in conspicuous places in and about its plant/office, including all places where notices to employees/members are customarily posted, and maintain for 60 consecutive days from the date of posting, copies of the attached Notice made a part hereof, said Notices to be signed by a responsible official of the Charged Party and the date of actual posting to be shown thereon. In the event this Agreement is in settlement of a charge against a union, the union will submit forthwith signed copies of said Notice to the Regional Director who will forward them to the employer whose employees are involved herein, for posting, if the employer is willing, in conspicuous places in and about the employer's plant where they shall be maintained for 60 consecutive days from the date of posting. Further, in the event that the charged union maintains a bulletin board at the facility of the employer where the alleged unfair labor practices occurred, the union shall also post Notices on such bulletin board during the posting period.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above captioned case(s), and does not constitute a settlement of any other case(s) or matters. It does not preclude persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters which precede the date of the approval of this Agreement regardless of whether such matters are known to the General Counsel or are readily discoverable. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

**REFUSAL TO ISSUE COMPLAINT** — In the event the Charging Party fails or refuses to become a party to this Agreement, and if in the Regional Director's discretion it will effectuate the policies of the National Labor Relations Act, the Regional Director shall decline to issue a Complaint herein (or a new Complaint if one has been withdrawn pursuant to the terms of this agreement), and this Agreement shall be between the Charged Party and the undersigned Regional Director. A review of such action may be obtained pursuant to Section 102.19 of the Rules and Regulations of the Board if a request for same is filed within 14 days thereof. This Agreement is contingent upon the General Counsel sustaining the Regional Director's action in the event of a review. Approval of this Agreement by the Regional Director shall constitute withdrawal of any Complaint(s) and Notice of Hearing heretofore issued in this case, as well as any answer(s) filed in response.

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt of the Charged Party of advice that no review has been requested or that the General Counsel has sustained the Regional Director.

**NOTIFICATION OF COMPLIANCE** — The undersigned parties to this Agreement will each notify the Regional Director in writing what steps the Charged Party has taken to comply herewith. Such notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. In the event the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that no review has been requested or that the General Counsel has sustained the Regional Director. Contingent upon compliance with the terms and provisions hereof, no further action shall be taken in this case.

By entering into this Agreement, the Union does not admit that it has violated the National Labor Relations Act, as amended.

Charged Party INTERNATIONAL UNION, UNITED AUTOMOBILE & AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), AFL-CIO		Charging Party DAVID ROACH, AN INDIVIDUAL MIKE IVEY, AN INDIVIDUAL			
By:	Name and Title	Date	By:	Name and Title	Date
/s/	Betsey A. Engel, Associate General Counsel	8/11/05	/s/	Glen M. Taubman, Attorney	8/12/05
Recommended By:		Date	Approved By:		Date
/s/	Rosetta B. Lane Board Agent	8/12/2005	/s/	Patricia L. Timmins Acting Regional Director, Region 11	8/12/05



# NOTICE TO EMPLOYEES AND MEMBERS

POSTED PURSUANT TO A SETTLEMENT AGREEMENT  
APPROVED BY A REGIONAL DIRECTOR OF THE  
NATIONAL LABOR RELATIONS BOARD  
AN AGENCY OF THE UNITED STATES GOVERNMENT

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 interfere with, restrain, or coerce employees in the exercise of these rights. More specifically,

WE WILL NOT engage in discussions with Freightliner Custom Chassis Corp. concerning the pay raises, wages, hours or terms and conditions of employment of employees unless and until we represent an uncoerced majority of the employees.

WE WILL NOT accept unlawful assistance from Freightliner Custom Chassis Corp. by allowing the company to tell employees that they gave the July 2003 pay raise only after the Union stated that it approved of the pay raise.

WE WILL NOT, in any like or related manner, restrain, or coerce our employees in the exercise of their rights as guaranteed in Section 7 of the Act.

INTERNATIONAL UNION, UNITED AUTOMOBILE &  
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW),  
AFL-CIO

Dated: August 22, 2005

By: *James O. Bennett* (Respondent)  
Assistant Director, UAW Heavy Truck Dept.  
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).

4035 University Parkway, Suite 200, P.O. Box 11467, Winston-Salem, NC 27116-1467. Telephone 336/631-5201.  
Hours of operation: 8:00 a.m. to 4:30 p.m.

**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 ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER.

UNITED STATES GOVERNMENT  
 NATIONAL LABOR RELATIONS BOARD  
**SETTLEMENT AGREEMENT**

**IN THE MATTER OF**

FREIGHTLINER CUSTOM CHASSIS CORPORATION, A SUBSIDIARY OF  
 DAIMLER-CHRYSLER CORPORATION

Case 11-CA-20070  
 11-CA-20071

The undersigned Charged Party and the undersigned Charging Party, in settlement of the above matter, and subject to the approval of the Regional Director for the National Labor Relations Board, **HEREBY AGREE AS FOLLOWS:**

**POSTING OF NOTICE** — Upon approval of this Agreement, the Charged Party will post immediately in conspicuous places in and about its plant/office, including all places where notices to employees/members are customarily posted, and maintain for 60 consecutive days from the date of posting, copies of the attached Notice made a part hereof, said Notices to be signed by a responsible official of the Charged Party and the date of actual posting to be shown thereon. In the event this Agreement is in settlement of a charge against a union, the union will submit forthwith signed copies of said Notice to the Regional Director who will forward them to the employer whose employees are involved herein, for posting, if the employer is willing, in conspicuous places in and about the employer's plant where they shall be maintained for 60 consecutive days from the date of posting. Further, in the event that the charged union maintains a bulletin board at the facility of the employer where the alleged unfair labor practices occurred, the union shall also post Notices on such bulletin board during the posting period.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above captioned case(s), and does not constitute a settlement of any other case(s) or matters. It does not preclude persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters which precede the date of the approval of this Agreement regardless of whether such matters are known to the General Counsel or are readily discoverable. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

**REFUSAL TO ISSUE COMPLAINT** — In the event the Charging Party fails or refuses to become a party to this Agreement, and if in the Regional Director's discretion it will effectuate the policies of the National Labor Relations Act, the Regional Director shall decline to issue a Complaint herein (or a new Complaint if one has been withdrawn pursuant to the terms of this agreement), and this Agreement shall be between the Charged Party and the undersigned Regional Director. A review of such action may be obtained pursuant to Section 102.19 of the Rules and Regulations of the Board if a request for same is filed within 14 days thereof. This Agreement is contingent upon the General Counsel sustaining the Regional Director's action in the event of a review. Approval of this Agreement by the Regional Director shall constitute withdrawal of any Complaint(s) and Notice of Hearing heretofore issued in this case, as well as any answer(s) filed in response.

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt of the Charged Party of advice that no review has been requested or that the General Counsel has sustained the Regional Director.

**NOTIFICATION OF COMPLIANCE** — The undersigned parties to this Agreement will each notify the Regional Director in writing what steps the Charged Party has taken to comply herewith. Such notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. In the event the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that no review has been requested or that the General Counsel has sustained the Regional Director. Contingent upon compliance with the terms and provisions hereof, no further action shall be taken in this case.

By entering into this Agreement, the Employer does not admit that it has violated the National Labor Relations Act, as amended.

Charged Party FREIGHTLINER CUSTOM CHASSIS CORPORATION, A SUBSIDIARY OF DAIMLER-CHRYSLER CORPORATION		Charging Party DAVID ROACH, AN INDIVIDUAL MIKE IVEY, AN INDIVIDUAL	
	Date	By: Name and Title	Date
/s/ Paul Hurd	8/11/05	/s/ Glen M. Taubman, Attorney	8/12/05
Recommended By:	Date	Approved By:	Date
/s/ Rosetta B. Lane Board Agent	8/12/2005	/s/ Patricia L. Timmins Acting Regional Director, Region 11	8/12/2005



# NOTICE TO EMPLOYEES

POSTED PURSUANT TO A SETTLEMENT AGREEMENT  
APPROVED BY A REGIONAL DIRECTOR OF THE  
NATIONAL LABOR RELATIONS BOARD  
AN AGENCY OF THE UNITED STATES GOVERNMENT

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 interfere with, restrain, or coerce employees in the exercise of these rights. More specifically,

WE WILL NOT tell our employees that the a July 2003 raise was postponed because of an organizing campaign by the International Union, United Automobile, Aerospace, Agricultural & Implement Workers of America, AFL-CIO (UAW).

WE WILL NOT postpone a promised wage increase because our employees may be engaging in union activities and WE WILL NOT discuss postponing or granting promised wage increases with the UAW or any other Union unless and until a majority of our employees choose to be represented by a union.

WE WILL NOT tell our employees that we gave them the promised July 2003 raise because the UAW agreed that we could give it.

WE WILL NOT, in any like or related manner, interfere with, restrain, or coerce our employees in the exercise of their rights as guaranteed in Section 7 of the Act.

WE HAVE given our employees the raise that scheduled for July 2003 and WE HAVE made our employees whole for any loss of earnings they may have suffered as a result of our delaying the scheduled raise.

FREIGHTLINER CUSTOM CHASSIS CORPORATION, A SUBSIDIARY  
OF DAIMLER-CHRYSLER CORPORATION

(Respondent)

Dated: \_\_\_\_\_

By: \_\_\_\_\_

(Representative)

(Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).