

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case	Date Filed

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 <u>Freightliner Custom Chassis Corp., a subsidiary of Freightliner LLC, a subsidiary of Daimler-Chrysler Corporation, Inc.</u>		b. Number of workers employed Thousands; <u>540 in plant</u>
c. Address (street, city, state, ZIP code) <u>Corp: Auburn Hills, MI 48326-2766</u> <u>Plant: 552 Hyatt Street, Gaffney, SC 29341</u>	d. Employer Representative <u>Corp: Jurgen Schrempp</u> <u>Plant: Jack Conlan, Rainer E. Schmueckle</u>	e. Telephone No. <u>Corp.: (248) 576 5741</u> <u>Plant: (864) 487-1700</u>
f. Type of establishment (factory, mine, wholesaler, etc.) <u>Factory</u>	g. Identify principal product or service <u>Large vehicle manufacture</u>	

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)

Injunctive Relief sought under Section 10(j)

SEE ATTACHED PAGE

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)
David Roach

4a. Address (street and number, city, state and ZIP code)

4b. Telephone No.

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 Glenn M. Taubman Attorney
(signature of representative or person making charge) (title or office, if any)
Address National Right to Work Legal Def. Fdn. (703) 321-8510 08/07/03
Suite 600, 8001 Braddock Rd., Springfield, VA 22160 (Telephone No.) (date)

ULP CHARGE AGAINST EMPLOYER-§ 8(a)(1), (2) & (3)- 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, illegally assist a labor union, and illegally interfere with the formation -- or rejection -- of a labor union among FCCC employees. 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.