

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

CHRYSLER GROUP, LLC

and

**LOCAL 412, UNIT 17, INTERNATIONAL
UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL
IMPLEMENT WORKERS OF AMERICA
(UAW), AFL-CIO**

**Cases 07-CA-086880
07-CA-089341
07-CA-095438
07-CA-096520
07-CA-096856
07-CA-107884**

DECISION AND ORDER

Statement of the Cases

On May 13, 2014, Chrysler Group, LLC (the Respondent); Local 412, Unit 17, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO (the Union); and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act, as amended, and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

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

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

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

Findings of Fact

1. The Respondent's business

At all material times, the Respondent, a limited liability company, with an office and principal place of business in Warren, Michigan, has maintained offices, plants, and

places of business throughout the United States, and has been engaged in the manufacture and non-retail sale of automobiles and related products.

In conducting its business operations during the calendar year ending December 31, 2012, the Respondent purchased and received at its Warren, Michigan facility goods valued in excess of \$50,000 directly from points outside the State of Michigan.

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

2. The labor organization involved

At all material times, the Union and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO (International Union) have been labor organizations within the meaning of Section 2(5) of the Act.

3. The appropriate unit

The employees of the Respondent as described in Schedule A of the collective-bargaining agreement described below (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

At all material times, the Respondent has recognized the International Union as the exclusive collective-bargaining representative of the Unit. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective from October 12, 2011 through September 14, 2015.

At all material times, based on Section 9(a) of the Act, the International Union has been the exclusive collective-bargaining representative of the Unit.

At all material times, the Union has been the designated servicing representative of the International Union for certain employees in the Unit.

ORDER

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

The Respondent, Chrysler Group, LLC, Warren, Michigan, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to provide information and unreasonably delaying in furnishing the Union with relevant requested information, or in any like or related manner interfering with, restraining, or coercing its employees in the exercise of rights guaranteed in Section 7 of the Act.

(b) Refusing to provide information and unreasonably delaying in furnishing the Union with relevant requested information, or in any like or related manner refusing to bargain collectively and in good faith with the International Union, and the Union as the servicing representative of the exclusive collective-bargaining representative of the Unit.

2. Take the following affirmative action.

(a) Provide the Union with the information it requested as described in the following paragraphs of the Formal Settlement Stipulation: 8(d); 10(b), (d), and (h) only as to engineer responsibilities for 2013 DS Launch; 16(f) and (g); 17(a) only as to power tool job description; 24(b) only as to names of contractors' and suppliers' employees; 24(c) only as to names of salaried employees and contractors' and suppliers' employees; 25(d); 26(a) through (c), and (h) through (k); 28(e), (j), (l), and (m); 30(j); and 35(a) and (c).

(b) Upon request, bargain collectively and in good faith with the International Union, and the Union as the servicing representative for the exclusive collective-bargaining representative of the Unit with respect to wages, hours, and other terms and conditions of employment.

(c) Within 14 days of service by the Region, post at its Warren, Michigan WTAP facility, copies of the attached notice marked as Appendix A. Copies of the notice, on forms provided by Region Seven, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the Respondent shall distribute notices electronically, by email, posting on an intranet or internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. The Respondent will take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed any of the facilities involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since March 1, 2012.

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

Dated, Washington, D.C., July 1, 2014

Mark Gaston Pearce, Chairman

Philip A. Miscimarra, Member

Nancy Schiffer, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

APPENDIX A

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

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

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union;
Choose a representative 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 do anything to prevent you from exercising the above rights.

WE WILL NOT refuse to provide information or unreasonably delay in providing information to your union, Local 412 Unit 17, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO (Union) that is necessary for and relevant to the Union's performance of its duties as the servicing representative of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO (International Union), which is the exclusive collective-bargaining representative of the following appropriate unit (Unit):

All full-time and regular part-time employees employed by us in the bargaining unit described in Appendix Schedule "A," paragraph 6, of our collective-bargaining agreement with the International Union, effective October 29, 2011 through September 14, 2015, as amended, and as listed on page 1 of the Index of Units; but excluding guards, and supervisors as defined in the National Labor Relations Act, as amended.

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

WE WILL NOT in any like or related manner fail and refuse to bargain collectively and in good faith with the International Union as the exclusive collective-bargaining representative of the Unit, or the Union as the servicing representative.

WE WILL NOT unreasonably delay in providing the Union with relevant and necessary information it requested on February 16, 2012; March 22, 2012; July 20, 2012; July 30, 2012; August 7, 2012; August 18, 2012; August 27, 2012; September 4, 2012; September 6, 2012; September 20, 2012; September 27, 2012; October 1, 2012; October 4, 2012; October 8, 2012; October 10, 2012; October 11, 2012; October 22, 2012; October 31, 2012; November 1, 2012; November 5, 2012; November 8, 2012; November 26, 2012; January 2, 2013; January 25, 2013; February 6, 2013; February 11, 2013; February 14, 2013; March 1, 2013; March 7, 2013; March 19, 2013; March 25, 2013; March 28, 2013; April 18, 2013; April 19, 2013; May 29, 2013; May 31, 2013; June 1, 2013; June 3, 2013; June 6, 2013; June 8, 2013; June 18, 2013; June 19, 2013; June 20, 2013; June 24, 2013; and September 23, 2013; which information we have provided.

WE WILL provide the Union with the following information it requested on the dates indicated below:

1. Since about July 30, August 18 and 27, and September 4, 2012:
 - (a) Hard copy of Saturday's meeting agenda and meeting minutes with Geometric employees.
2. Since about September 6, 2012:
 - (a) Each individual person's torque data copies with date and time every time when they performed data collection here at WTAP during pilot build with their name and shift.
 - (b) The list from the vendor of tool, cable, and controllers and relate equipment came to WTAP without P.O. [Purchase Order].
 - (c) The tool engineers' names, job responsibilities, project names, departments, and related information, associated with performing the following aspects of the 211/211A tool engineer Unit job description for the 2013 DS Launch:
 1. Engage in the initial phases of tool engineering and determine the complete tooling required for complex or comprehensive operation on production parts and assemblies.
 2. Write tooling project requests.
 3. Order tools and obtain competitive prices from vendors from tooling department for primary tools, backup tools and spare parts.
 4. Comprehensive tooling projects.

5. Determine the complete tooling required to produce a particular parts or parts to specifications.
6. Print the part, fixture and gauge including spare parts list. Please provide person's name by area (i.e., Trim, Chassis, Final, BIW, and 9190).
7. Take care of tools and tools used in assembly line (production tool and backup tool), and the fixtures and gauges inside the plant, vendor and maintain Betacert accordingly.
8. Maintain / be responsible for Betacert system for production tools and backup tools.
9. Engineer changes released after parts are in production.
10. Decide what operations must be performed and in what sequence and write an operation sheet or line-up of the operation.
11. Plan with information regarding starting dates and changeover dates and production capacity.
12. Make tooling feasibility studies.
13. Maintain graphics file.
14. Maintain print file on tools in process.
15. Make changes to tooling to accommodate plant quality levels.
16. Instruct skilled labor on new equipment.
17. Assist Facility Engineering in establishing a good workstation status environment.
18. Contact vendors on equipment and tooling (follow-up).
19. Stay current with quality control audits to assure output quality of fixture.
20. Investigate tooling requirements for product changes, warranty issue.

3. Since about October 10, 2012:
 - (a) The complete list of the supplier/contractor employees who were here at WTAP to support 9190 activities on weekend (10/6 and 10/7) including nature of assignment.
 - (b) The complete list of the CTC's [Chrysler Tech Center] salary employees who were here at WTAP on weekend (10/6 and 10/7) including nature of assignment.
4. Since about October 11, 2012:
 - (a) Any documents reflecting power tool job description.
5. Since about January 2, 2013:
 - (a) (Referring to November 26, 2012, request) In detail step by step what work was performed and who was supporting from NBU, supplier and contractor with their names.
 - (b) (Referring to November 26, 2012, request) The complete list of projects done by engineers who were involved in the request #7. Please also provide the supporting documents.
6. Since about January 25, 2013:
 - (a) Complete detail work done by contractors which were working under your supervision/direction from DSI / Geometric and their contributions step by step to accomplish the Motor station rework changes for the project mentioned in your e-mail correspondence as a 2014 launch.
7. On March 25, in writing, and on March 28, 2013, orally:
 - (a) Complete ME scope of work and guide lines for each area and each job done on 3/17/13 here at WTAP.
 - (b) The name of the person(s) who prepared the scope of work for each job.
 - (c) Complete list of names of vendor crew members and their assignments on 03/17/2013 in chassis, final line, trim, motor station and frame building.
 - (d) Copy of purchase requisitions, or releases for vendors (DSI, CCC and Motor City etc.) for 2014 launch support on 03/17/2013.

- (e) Copy of all purchase requisitions, or releases for vendors (DSI, CCC and Motor City, etc.) for 2014 launch support.
- (f) Person(s) who prepared above mentioned requisitions for vendors to provide service on 03/17/2013.
- (g) Details of the down time caused by 03/17/2013 activities here at WTAP.

8. On April 19 and September 23, 2013, in writing, and on May 29 orally:

- (a) Complete process detail step by step for 2014 torque capability study which was done by DSI and TPT.
- (b) Each individual person's torque data copies with date and time, every time when they (TPT) performed data collection here at WTAP during pilot build with their name and shift.
- (c) The DSI contractor for 2014 OS torque study with their deliverable including cost.
- (d) The copy of all requisition issues to DSI directly or through third party.

9. On September 23, 2013:

- (a) The complete list of all the employees who were involved [in the] evaluation of dimensional adjustment on upper plenum (R68) including contractor, supplier, AME, CTC, Residence Engineers, HBU and WTAP Management, with their roles and responsibilities including nature of assignment.

10. On May 31, June 1, June 3, and September 23, 2013:

- (a) Copy of the supplier's scope of work.
- (b) What specification was provided to the supplier.

WE WILL, upon request, bargain collectively and in good faith with the International Union and the Union as the servicing representative for the exclusive collective-bargaining representative of the Unit with respect to wages, hours, and other terms and conditions of employment.

CHRYSLER GROUP, LLC