

**UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD**

**FREIGHTCAR ALABAMA, LLC,  
A SUBSIDIARY OF FREIGHTCAR  
AMERICA, INC.**

**and**

**UNITED STEEL, PAPER AND FORESTRY,  
RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICE  
WORKERS INTERNATIONAL UNION,  
AFL-CIO, CLC**

**Cases 10-CA-132144  
10-CA-134075  
10-CA-134083  
10-CA-135031  
10-CA-135057  
10-CA-138259  
10-CA-138578  
10-CA-139051**

**and**

**CHRIS ELLEDGE, an Individual**

**Case 10-CA-133284**

**MOTION FOR REVIEW AND APPROVAL OF SETTLEMENT AGREEMENT**

Charging Parties United Steel Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC ("Union") and Chris Elledge ("Elledge") and Charged Party FreightCar Alabama, LLC ("FreightCar") file this motion for the Administrative Law Judge to review and approve the attached Settlement Agreement. In support, the movants state:

1. The proposed Settlement Agreement Approved by an Administrative Law Judge is attached hereto as Exhibit A. The parties are in process of gathering all necessary signatures to execute the agreement. The parties will supplement this motion with an executed version of the agreement in advance of any hearing on the matter.
2. The parties state that the proposed settlement substantially remedies the violations alleged in the consolidated complaint (and all amendments thereto), and effectuates the purposes of the Act.

3. Therefore, this settlement is due to be approved by the Administrative Law Judge.

See Independent Stave Co., 287 NLRB 740, 741 (1987).

Respectfully submitted this the 10<sup>th</sup> day of March, 2015.

Brad Manzolillo /s/ with permission JTS

Brad Manzolillo  
Five Gateway Center  
Room 913  
Pittsburgh, PA 15222

*Counsel for Charging Party*

J. Trent Scofield

J. Trent Scofield  
Burr & Forman LLP  
420 North 20<sup>th</sup> Street, Suite 3400  
Birmingham, AL 35203

*Counsel for Charged Party*

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing was filed via Electronic Filing, a courtesy copy has been served via email, and by directing the same to the below addresses via first-class United States mail, on this the 10<sup>th</sup> day of March 2015:

Nancy Wilson, Acting Regional Director  
Region 10 - National Labor Relations Board  
233 Peachtree Street, NE  
1000 Harris Tower  
Atlanta, GA 30303-1504  
Email: [nancy.wilson@nlrb.gov](mailto:nancy.wilson@nlrb.gov)

Marcel L. Debruge, Esq.  
Burr & Forman, LLP  
420 N. 20<sup>th</sup> Street  
Suite 3400  
Birmingham, AL 35203  
Email: [mdebruge@burr.com](mailto:mdebruge@burr.com)

Amy Melton, HR Manager  
FreightCar Alabama, LLC, a subsidiary of  
FreightCar America, Inc.  
1200 Haley Drive  
Suite 104 B Barton Riverfront Industrial  
Cherokee, AL 35616

Brad Manzollilo, Counsel  
United Steel, Paper and Forestry, Rubber,  
Manufacturing, Energy, Allied Industrial and Service  
Workers International Union, AFL-CIO, CLC  
5 Gateway Center Room 807  
60 Boulevard of the Allies  
Pittsburgh, PA 15222  
Email: [bmanzollilo@usw.org](mailto:bmanzollilo@usw.org)

Chris Elledge  
105 King Street  
Muscle Shoals, AL 35661

  
\_\_\_\_\_  
OF COUNSEL

# **Exhibit A**

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
**SETTLEMENT AGREEMENT**  
**APPROVED BY AN ADMINISTRATIVE LAW JUDGE**

**FREIGHTCAR ALABAMA, LLC, A SUBSIDIARY  
OF FREIGHTCAR AMERICA, INC.**

**And**

**Cases 10-CA-132144**

**10-CA-134075**

**10-CA-134083**

**10-CA-135031**

**10-CA-135057**

**10-CA-138259**

**10-CA-138578**

**10-CA-139051**

**UNITED STEEL, PAPER AND FORESTRY,  
RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICE  
WORKERS INTERNATIONAL UNION, AFL-CIO,  
CLC**

**and**

**Case 10-CA-133284**

**CHRIS ELLEDGE, An Individual**

The undersigned Charged Party and the undersigned Charging Parties, in settlement of the above matter, and subject to the approval of an Administrative Law Judge for the National Labor Relations Board, upon recommendation by Counsel for the General Counsel, **HEREBY AGREE TO SETTLE THE ABOVE MATTERS AS FOLLOWS:**

**POSTING OF NOTICES** — Upon approval of this Agreement and receipt of the Notices from the Region, which may include Notices in more than one language as deemed appropriate by the Regional Director, 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 (and versions in other languages as deemed appropriate by the Regional Director) 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. The attached notice should be posted at the Charged Party's facility located in Cherokee, Alabama.

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

**PAYMENT OF WAGES AND BENEFITS** — Within 14 days from approval of this agreement, the Charged Party will pay Chris Elledge, James Chaney, and Aaron O'Dell (the "claimants") agreed sums which have been memorialized by separate confidential agreements made with each claimant. These agreed sums have been presented to the Administrative Law Judge. The Charged Party will make appropriate withholdings for each named employee. The Charging Parties agree to waive the collection of interest and further agree to waive any right to reinstatement of employment and reemployment with Charged Party. The Charged Party will also file a report with the Social Security Administration allocating the payment(s) to the appropriate time periods. The Charged Party further agrees to remove documents reflecting the termination(s) of Chaney and Elledge from their personnel file(s) and to follow its customary practice of only providing neutral references to prospective employers. The Charged Party will remove any disciplinary warnings issued to O'Dell from April 30, 2014 to July 2, 2014, as well as any reference to his demotion reflected in his personnel file



<b>Charged Party</b> <b>FreightCar Alabama, LLC, a subsidiary of</b> <b>FreightCar America, Inc.</b>		<b>Charging Party</b> <b>United Steel, Paper and Forestry, Rubber,</b> <b>Manufacturing, Energy, Allied Industrial and Service</b> <b>Workers International Union, AFL-CIO, CLC</b>	
By:	Date	By:	Date
_____		_____	
(Name and Title)		(Name and Title)	
_____		_____	
(Signature)		(Signature)	
Recommended By:	Date	<b>Charging Party</b>	Date
		<b>CHRIS ELLEDGE</b>	
KATHERINE CHAHROURI, Field Attorney		_____	
		(Signature)	
<b>Agreed by alleged discriminatee</b>	Date	<b>Agreed by alleged discriminatee</b>	Date
<b>James Chaney</b>		<b>Aaron O'Dell</b>	
_____		_____	
(Signature)		(Signature)	
Approved By:	Date		
Robert A. Ringler Administrative Law Judge National Labor Relations Board			

**(To be printed and posted on official Board notice form)**

**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** discipline, discharge or demote employees because of their membership in or support of the United Steel Workers Union (the Union).

**WE WILL NOT** watch your Union or concerted activities or lead you to believe that we are watching your Union or concerted activities or ask you about your Union support or how you plan to vote in a Union election.

**WE WILL NOT** interrogate you about your support for the Union, or about whether your coworkers support the Union.

**WE WILL NOT** attempt to discourage your support for the Union by soliciting your grievances, and by promising, directly or indirectly, to remedy those grievances.

**WE WILL NOT** threaten you with closure of the facility, discipline, discharge, layoff, loss of benefits, selectively enforce work rules, or unspecified reprisals, if you choose to be represented by or support the Union.

**WE WILL NOT** make and/or maintain overly broad rules that restrain or interfere with the exercise of your rights set forth above.:

**WE WILL**, within 75 days, rescind and/or revise any overly broad rules, as maintained in our employee handbook, FreightCar America Code of Business Conduct, or employee orientation materials, including: any overly broad restrictions on employee discussion of wages and benefits; overly broad prohibitions on communication about working conditions with the media or any other outside party; or overly broad restrictions on taking photographs.

**WE WILL** promptly notify employees of any revised workplace rules and provide employees with ready access to the revised workplace rules.

**WE WILL** pay **Chris Elledge and James Chaney**, who have waived their right to reinstatement to their former positions, agreed sums in settlement of their claims for the wages and other benefits they allegedly lost because we terminated their employment, and **WE WILL** pay **Aaron O'Dell**, who has waived his right to reinstatement to his former position, an agreed

sum in settlement of his claim for wages and other benefits he allegedly lost because we demoted him.

**FreightCar Alabama, LLC, a subsidiary of  
FreightCar America, Inc.**

\_\_\_\_\_  
(Employer)

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

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*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy 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 or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).*

233 Peachtree St NE  
Harris Tower Ste 1000  
Atlanta, GA 30303-1504

**Telephone:** (404)331-2896  
**Hours of Operation:** 8 a.m. to 4:30 p.m.

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**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.