

FORM EXEMPT UNDER 44 U.S.C. 3512

INTERNET
FORM NLRB-501
(2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case 25-CA-132518 Date Filed 7/11/14

INSTRUCTIONS:

File an original 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
Falcon Trucking

b. Tel. No 812-853-8590

c. Cell No

d. Address (Street, city, state, and ZIP code)
5266 Vann Rd
P O Box 444
Newburgh, IN 47629

e. Employer Representative
Jason Ragle

f. Fax No. 812-853-9578

g. e-Mail

h. Number of workers employed
5

i. Type of Establishment (factory, mine, wholesaler, etc.)
Trucking Company

j. Identify principal product or service
Hauling Material

k. 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) 3 of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

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

Since on or about June 30, 2014, the Employer, by its officers, agents, and representatives, has discriminated against its employees because of their union and concerted activities, by refusing to work employees who support the union.

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NLRB REGION 25
2014 JUL -9 P 3:01

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
Chauffeurs, Teamsters and Helpers Local Union No. 215

4a. Address (Street and number, city, state, and ZIP code)
825 Walnut Street
P O Box 1040
Evansville, IN 47706

4b. Tel. No 812-424-6471

4c. Cell No.

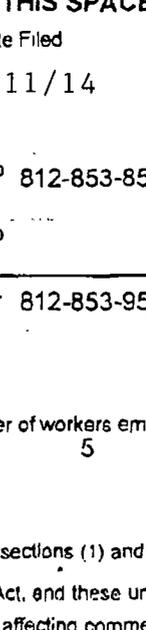
4d. Fax No 812-424-6476

4e. e-Mail
teamsters215@att.net

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)
International Brotherhood of Teamsters

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  Charles A. Whobrey, Pres. and Bus. Mgr.
(Signature of representative of person making charge)

Charles A. Whobrey, Pres. and Bus. Mgr.
(Printtype name and title or office, if any)

Tel. No. 812-424-6471

Office, if any. Cell No.

Fax No 812-424-8476

e-Mail
teamsters215@att.net

Address 825 Walnut Street, P O Box 1040, Evansville, IN 47706

(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary, however, failure to supply the information will cause the NLRB to decline to invoke its processes.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

FALCON TRUCKING

Charged Party

and

**CHAUFFEURS TEAMSTERS AND HELPERS
LOCAL UNION NO. 215 A/W IBT**

Charging Party

Case 25-CA-132518

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on July 11, 2014, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Jason Ragle, Employer Representative
FALCON TRUCKING, LLC
5266 Vann Rd.
Newburgh, IN 47630

July 11, 2014

Date

AYOUNG, Designated Agent of NLRB

Name

/S/ALICIA M. YOUNG

Signature

INTERNET
FORM NLRB-501
(R-06)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 46 U.S.C. 3312

DO NOT WRITE IN THIS SPACE

Case Amended
25-CA-132518

Date Filed
11/6/15

INSTRUCTIONS:

File an original 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

Falcon Trucking, LLC., and Ragle, Inc., A Single Employer and/or Joint Employers

b. Tel. No 812-853-8590

c. Cell No

d. Address (Street, city, state, and ZIP code)
5266 Vann Rd
P O Box 444
Newburgh, IN 47629

e. Employer Representative
Jason Ragle

f. Fax No. 812-853-9578

g. e-Mail

h. Number of workers employed
5

i. Type of Establishment (factory, mine, wholesaler, etc.)
Trucking Company

j. Identify principal product or service
Hauling Material

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (first subsections) 3 of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

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

Since on or about June 30, 2014, the Employer, by its officers, agents, and representatives, has discriminated against its employees because of their union and concerted activities, by refusing to work employees who support the union.
See attachment for additional allegations

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
Chauffeurs, Teamsters and Helpers Local Union No. 215

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

825 Walnut Street
P O Box 1040
Evansville, IN 47706

4b. Tel. No 812-424-6471

4c. Cell No.

4d. Fax No 812-424-6476

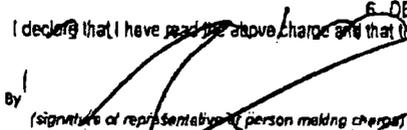
4e. e-Mail

teamsters215@att.net

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)
International Brotherhood of Teamsters

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  (Signature of representative of person making charge)

Samuel Morris, Attorney (Print type name and title or office)

Tel. No. 901.528.1702

Office, if any, Cell No.

Fax No 901.528.0246
e-Mail

Address 50 N. Front St., Ste. 800 Memphis, TN 38103

smorris@gmlblaw.com

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary, however, failure to supply the information will cause the NLRB to decline to invoke its processes.

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NLRB REGION 25
NOV -5 P 1:11

Since on or about June 27, 2014, the Employer, through its officers and agents, has failed and refused to bargain in good faith with the Union as the exclusive collective bargaining representative of its employees by, but not limited to, the following:

- 1) transferring bargaining unit work from Falcon Trucking to Ragle Inc. without providing notice to the Union or affording the Union an opportunity to bargain over the decision or its effects;
- 2) changing how the Employer assigns work to employees without providing notice to the Union or affording the Union an opportunity to bargain over the decision or its effects;
- 3) reducing the size of the bargaining unit without providing notice to the Union or affording the Union an opportunity to bargain over the decision or its effects;
- 4) subcontracting bargaining unit work without providing notice to the Union or affording the Union an opportunity to bargain over the decision or its effects,
- 5) closing portions of its operations without providing notice to the Union or affording the Union an opportunity to bargain over the decision or its effects; and
- 6) changing wage rates of employees without providing notice to the Union or affording the Union an opportunity to bargain over the decision or its effects.

RECEIVED
NLRB REGION 25
2015 NOV - 5 P 1:11



UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

RAGLE, INC

Charged Party

and

**CHAUFFEURS, TEAMSTERS AND HELPERS,
LOCAL UNION NO. 215 A/W INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**

Charging Party

Case 25-CA-132518

AFFIDAVIT OF SERVICE OF FIRST AMENDED CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on November 9, 2015, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

Samuel R. Ragle, Employer Representative
RAGLE, INC
5266 Vann Rd.
P.O. Box 444
Newburgh, IN 47629

WILLIAM MICHAEL SCHIFF, Attorney
ZIEMER, STAYMAN, WEITZEL &
SHOULDERS, LLP
PO Box 916
20 NW 1st St
Evansville, IN 47706-0916

F. STEPHEN SHEETS, ATTORNEY
417 N. WEINBACH AVE.
SUITE 110
EVANSVILLE, IN 47711

November 9, 2015

jAMILA fRANKLIN, Designated Agent of
NLRB

Date

Name

/S/ JAMILA FRANKLIN

Signature

AUG-22-2014 15:27

NLRB

3172265115 P.02
FORM EXEMPT UNDER 44 U.S.C. 3012

INTERNET
FORM NLRB-601
(2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 25-CA-135316	Date Filed 8/25/14

INSTRUCTIONS:

File an original 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 Falcon Trucking, LLC and Ragle Inc., a Single Employer and/or Joint Employers		b. Tel. No. 812-853-8590
d. Address (Street, city, state, and ZIP code) 5266 Vann Rd PO Box 444 Newburgh, IN 47629		c. Cell No.
e. Employer Representative Samuel R. Ragle		f. Fax No. 812-853-9578
i. Type of Establishment (factory, mine, wholesaler, etc.) Trucking Company and Construction		g. e-Mail
j. Identify principal product or service Hauling Material and Construction		h. Number of workers employed 24

k. 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) (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act

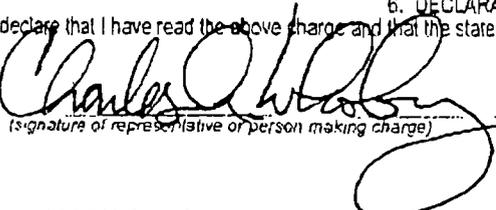
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)
See attachment to charge.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
Chauffeurs, Teamsters and Helpers Local Union No. 215

4a. Address (Street and number, city, state, and ZIP code) 825 Walnut Street PO Box 1040 Evansville, IN 47706		4b. Tel. No. 812-424-6471
		4c. Cell No.
		4d. Fax No. 812-424-6476
		4e. e-Mail teamsters215@att.net

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)
International Brotherhood of Teamsters

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  Charles A. Whobrey, Pres. and Bus. Mgr.
(signature of representative or person making charge) (Print name and title or office, if any)

Address 825 Walnut Street, PO Box 1040, Evansville, IN 47706

8/22/14 (date)

Tel. No. 812-424-6471
Office, if any, Cell No.
Fax No. 812-424-6476
e-Mail teamsters215@att.net

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NLRB REGION 25
2014 AUG 22 P 4:49

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

Attachment to Charge

Since on or about June 2014, and continuing thereafter, the Employer, has discriminated against its employees because of their union and/or protected concerted activities by refusing to work employees who support the union.

Since on or about June 2014, the Employer, through its officers and agents, has created the impression of surveillance of employees' union activities.

Since on or about June 2014, the Employer, through its officers and agents, have interrogated employees about their union activities.

Since on or about June 2014, the Employer, through its officers and agents, has threatened employees with a shutdown in retaliation for their union activities.

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NLRB REGION 25

2014 AUG 22 P 4:49

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

FALCON TRUCKING, LLC

Charged Party

and

**CHAUFFEURS, TEAMSTERS AND HELPERS,
LOCAL UNION NO. 215**

Charging Party

Case 25-CA-135316

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on August 25, 2014, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Samuel R. Ragle, President
FALCON TRUCKING, LLC
5266 Vann Rd.
P.O. Box 444
Newburgh, IN 47629

August 25, 2014

Date

Jamila Franklin, Designated Agent of
NLRB

Name

/s/ Jamila Franklin

Signature

~~AUG 22 2014~~ 15:27

NLRB

3172265115 P.02
FORM EXEMPT UNDER 44 U.S.C. 3512

INTERNET
FORM NLRB-601
(2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 25-CA-135335	Date Filed 8/25/14

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practices occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT.

a. Name of Employer Falcon Trucking, LLC and Ragle Inc., a Single Employer and/or Joint Employers		b. Tel. No. 812-853-8590
d. Address (Street, city, state, and ZIP code) 5266 Vann Rd PO Box 444 Newburgh, IN 47629		c. Cell No.
e. Employer Representative Samuel R. Ragle		f. Fax No. 812-853-9578
		g. e-Mail
		h. Number of workers employed 24

i. Type of Establishment (factory, mine, wholesaler, etc.) Trucking Company and Construction	j. Identify principal product or service Hauling Material and Construction
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k. 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) (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

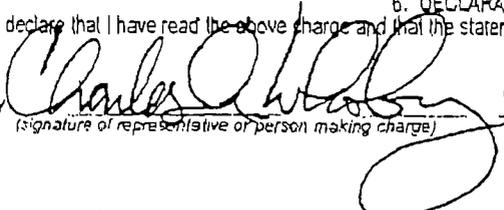
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)
See attachment to charge.

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NLRB REGION 25
2014 AUG 22 P 4:49

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
Chauffeurs, Teamsters and Helpers Local Union No. 215

4a. Address (Street and number, city, state, and ZIP code) 825 Walnut Street PO Box 1040 Evansville, IN 47706		4b. Tel. No. 812-424-6471
		4c. Cell No.
		4d. Fax No. 812-424-6476
		4e. e-Mail teamsters215@att.net

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)
International Brotherhood of Teamsters

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.		Tel. No. 812-424-6471
By  Charles A. Whobrey, Pres. and Bus. Mgr. (Signature of representative of person making charge) (Printtype name and title or office, if any)		Office, if any, Cell No.
Address 825 Walnut Street, PO Box 1040, Evansville, IN 47706		Fax No. 812-424-6476
		e-Mail teamsters215@att.net

8/22/14
(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Disclosure of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2008). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

Attachment to Charge

Since on or about June 2014, and continuing thereafter, the Employer, has discriminated against its employees because of their union and/or protected concerted activities by refusing to work employees who support the union.

Since on or about June 2014, the Employer, through its officers and agents, has created the impression of surveillance of employees' union activities.

Since on or about June 2014, the Employer, through its officers and agents, have interrogated employees about their union activities.

Since on or about June 2014, the Employer, through its officers and agents, has threatened employees with a shutdown in retaliation for their union activities.

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NLRB REGION 26

2014 AUG 22 10 49

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

RAGLE, INC.

Charged Party

and

**CHAUFFEURS, TEAMSTERS AND HELPERS,
LOCAL UNION NO. 215**

Charging Party

Case 25-CA-135335

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on August 25, 2014, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Samuel R. Ragle, Employer Representative
RAGLE, INC
5266 Vann Rd.
P.O. Box 444
Newburgh, IN 47629

August 25, 2014

Date

Jamila Franklin, Designated Agent of
NLRB

Name

/s/ Jamila Franklin

Signature

FORM EXEMPT UNDER 44 U.S.C. 3512

INTERNET
FORM NLRB-901
(2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case 25-CA-159531 Date Filed 9/8/15

INSTRUCTIONS:

File an original 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
FALCON TRUCKING

b. Tel. No. 812-853-8590
c. Cell No.

d. Address (Street, city, state, and ZIP code)
5266 VANN ROAD
P O Box 1040
Newburgh, IN 47629

e. Employer Representative
JASON RAGLE

f. Fax No. 812-853-9578
g. e-Mail

h. Number of workers employed
5

i. Type of Establishment (factory, mine, wholesaler, etc.)
TRUCKING COMPANY

j. Identify principal product or service
HAULING MATERIAL

k. 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) 5 of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

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

Since on or about April 1, 2015, the Employer, by its officers, agents, and representatives, has refused to bargain with Teamsters Local 215, a labor organization chosen by a majority of employees in a unit appropriate for bargaining, by transferring bargaining unit work to its non-union joint employer, Ragle, Inc.

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

CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 215

4a. Address (Street and number, city, state, and ZIP code)
825 WALNUT STREET
P O BOX 1040
EVANSVILLE, IN 47706

4b. Tel. No. 812-424-6471

4c. Cell No.

4d. Fax No. 812-424-6476

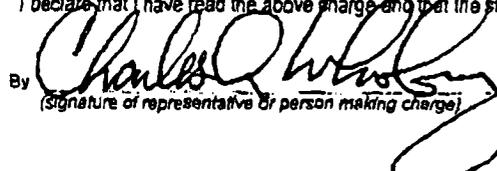
4e. e-Mail
teamsters215@att.net

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)

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

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 

CHARLES A WHOBREY, PRES. & MGR
(Print/type name and title or office, if any)

Tel. No. 812-424-6471

Office, if any, Cell No.

Fax No. 812-424-6476

e-Mail
teamsters215@tt.net

Address 825 WALNUT STREET P O BOX 1040 EVANSVILLE, IN 47706

9-3-15
(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

FALCON TRUCKING, LLC

Charged Party

and

**CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL UNION NO. 215, A/W IBT, AFL-CIO**

Charging Party

Case 25-CA-159531

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on September 8, 2015, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

JASON RAGLE, Employer Representative
FALCON TRUCKING, LLC
5266 Vann Road
PO Box 1040
Newburgh, IN 47629

MICHAEL SCHIFF, Attorney
ZIEMER, STAYMAN, WEITZEL &
SHOULDERS, LLP
PO Box 916
20 NW 1st St
Evansville, IN 47706-0916

September 8, 2015

Date

Jamila Franklin, Designated Agent of
NLRB

Name

/s/ Jamila Franklin

Signature

INTERNET
FORM NLRB-501
(2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 44 U.S.C. 3512

DO NOT WRITE IN THIS SPACE

Case Amended
25-CA-159531

Date Filed
11/6/15

INSTRUCTIONS:

File an original 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

Falcon Trucking, LLC., and Ragle, Inc., A Single Employer and/or Joint Employers

b. Tel. No. 812-853-8590

c. Cell No.

d. Address (Street, city, state, and ZIP code)

5286 VANN ROAD
P O Box 1040
Newburgh, IN 47629

e. Employer Representative
JASON RAGLE

f. Fax No. 812-853-9578

g. e-Mail

h. Number of workers employed
5

i. Type of Establishment (factory, mine, wholesaler, etc.)
TRUCKING COMPANY

j. Identify principal product or service
HAULING MATERIAL

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(e), subsections (1) and (list subsections) **5** of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

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

See attachment to Charge.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 215

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

825 WALNUT STREET
P O BOX 1040
EVANSVILLE, IN 47706

4b. Tel. No. 812-424-6471

4c. Cell No.

4d. Fax No. 812-424-6476

4e. e-Mail
teamsters215@att.net

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)
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

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 
(Signature of representative or person making charge)

Samuel Morris, Attorney
(Print/type name and title or office, if any)

Tel. No.
901.528.1702

Office, if any, Cell No.

Fax No.
901.528.0246

e-Mail
smorris@gmlblaw.com

Address: 50 N. Front, Ste. 800 Memphis, TN 38103

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

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NLRB REGION 25
2015 NOV -5 P 1:11

Since on or about June 27, 2014, the Employer, through its officers and agents, has failed and refused to bargain in good faith with the Union as the exclusive collective bargaining representative of its employees by, but not limited to, the following:

- 1) transferring bargaining unit work from Falcon Trucking to Ragle Inc. without providing notice to the Union or affording the Union an opportunity to bargain over the decision or its effects;
- 2) changing how the Employer assigns work to employees without providing notice to the Union or affording the Union an opportunity to bargain over the decision or its effects;
- 3) reducing the size of the bargaining unit without providing notice to the Union or affording the Union an opportunity to bargain over the decision or its effects;
- 4) subcontracting bargaining unit work without providing notice to the Union or affording the Union an opportunity to bargain over the decision or its effects,
- 5) closing portions of its operations without providing notice to the Union or affording the Union an opportunity to bargain over the decision or its effects; and
- 6) changing wage rates of employees without providing notice to the Union or affording the Union an opportunity to bargain over the decision or its effects.

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ALRB REGION 25
2015 NOV - 5 P 1:12



UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

**FALCON TRUCKING, LLC & RAGLE, INC., A
SINGLE EMPLOYER AND/OR JOINT
EMPLOYERS**

Charged Party

and

**CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL UNION NO. 215, A/W IBT, AFL-CIO**

Charging Party

Case 25-CA-159531

AFFIDAVIT OF SERVICE OF FIRST AMENDED CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on November 10, 2015, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

JASON RAGLE, Employer Representative
FALCON TRUCKING, LLC & RAGLE,
INC., A SINGLE EMPLOYER AND/OR
JOINT EMPLOYERS
5266 Vann Road
PO Box 1040
Newburgh, IN 47629

Wm. Michael Schiff, Attorney
ZIEMER, STAYMAN, WEITZEL &
SHOULDERS, LLP
PO Box 916
20 NW 1st St
Evansville, IN 47706-0916

November 10, 2015

Date

Jamila Franklin, Designated Agent of
NLRB

Name

/s/ Jamila Franklin

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 25

FALCON TRUCKING, LLC

and

CHAUFFEURS, TEAMSTERS AND HELPERS,
LOCAL UNION NO. 215 A/W INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

Case 25-CA-132518

FALCON TRUCKING, LLC and
RAGLE, INC., A SINGLE EMPLOYER
and/or JOINT EMPLOYERS

Case 25-CA-135316
25-CA-135335

and

CHAUFFEURS, TEAMSTERS AND HELPERS,
LOCAL UNION NO. 215 A/W INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

ORDER CONSOLIDATING CASES, CONSOLIDATED
COMPLAINT AND NOTICE OF HEARING

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Case 25-CA-132518, which is based on a charge filed by CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS (the Union) against FALCON TRUCKING, LLC (Respondent Falcon Trucking) and Case 25-CA-135316 and Case 25-CA-135335, which are based on charges filed by the Union against Respondent Falcon Trucking and RAGLE, INC, (Respondent Ragle), as a single employer and/or joint employers (collectively Respondents), are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act

(the Act), 29 U.S.C. § 151 et seq. and Section 102.15 of the Board's Rules and Regulations, and alleges Respondents has violated the Act as described below.

1. (a) The charge in Case 25-CA-132518 was filed by the Union on July 11, 2014, and a copy was served on Respondent Falcon Trucking by U.S. mail on July 11, 2014.

(b) The charge in Case 25-CA-135316 was filed by the Union on August 25, 2014, and a copy was served on Respondent Falcon Trucking by U.S. mail on August 25, 2014.

(c) The charge in Case 25-CA-135335 was filed by the Union on August 25, 2014, and a copy was served on Respondent Ragle by U.S. mail on August 25, 2014.

2. (a) At all material times, Respondent Falcon Trucking, a corporation, with an office and place of business located in Newburgh, Indiana (Respondents' joint facility), has been engaged in the business of providing trucking services.

(b) During the last twelve months, a representative period, Respondent Falcon Trucking provided services valued in excess of \$50,000 to customers located in the State of Indiana, who, during the same representative period, purchased and received goods valued in excess of \$50,000 directly from suppliers located outside the State of Indiana.

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

(d) At all material times Respondent Ragle, a corporation, with an office and place of business located in Newburgh, Indiana (Respondents' joint facility), has been engaged in the construction industry as a provider general contracting services.

(e) During the last twelve months, a representative period, Respondent Ragle provided construction services valued in excess of \$50,000 to customers located in the State of

Indiana, who, during the same representative period, purchased and received goods valued in excess of \$50,000 directly from suppliers located outside the State of Indiana.

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

3. (a) At all material times, Respondent Falcon Trucking and Respondent Ragle have been affiliated business enterprises with common officers, ownership, directors, management and supervision, have formulated and administered a common labor policy, have shared common premises and facilities, have provided services for and made sales to each other, have interchanged personnel with each other, have interrelated operations, and have held themselves out to the public as a single-integrated business enterprise.

(b) Based on its operations described above in paragraph 2(f), Respondent Falcon Trucking and Respondent Ragle constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

4. (a) At all material times, Respondent Ragle has possessed control over the labor relations policy of Respondent Falcon Trucking, exercised control over the labor relations policy of Respondent Falcon Trucking, and administered a common labor policy with Respondent Falcon Trucking for the employees of Respondent Ragle.

(b) At all material times, Respondent Falcon Trucking and Respondent Ragle have been joint employers of the employees of Respondent Falcon Trucking.

5. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

6. (a) At all material times, the following individuals have held positions set forth opposite their respective names and have been supervisors of Respondent Falcon Trucking

within the meaning of Section 2(11) of the Act and agents of Respondent Falcon Trucking within the meaning of Section 2(13) of the Act:

Sam Ragle	-	Owner/Member/Manager
Jason Ragle	-	Owner/Manager
Troy Ragle	-	Owner/Member
Dee Watson	-	Dispatcher

(b) At all material times, the following individuals have held positions set forth opposite their respective names and have been supervisors of Respondent Ragle within the meaning of Section 2(11) of the Act and agents of Respondent Ragle within the meaning of Section 2(13) of the Act:

Sam Ragle	-	Owner/President/CEO
Jason Ragle	-	Owner/Project Manager
Troy Ragle	-	Owner/Project manager
Dee Watson	-	Mechanic/Driver/Equipment Coordinator

7. About June 2014, Respondents, by Dee Watson, at Respondents' joint facility:

(a) by informing employees that he knew they were trying to organize, created an impression among its employees that their union activities were under surveillance by Respondents;

(b) interrogated its employees about their union and protected concerted activities; and

(c) threatened its employees with loss of jobs if they selected the Union as their collective bargaining representative.

8. (a) Since about June 2014, Respondents have refused to assign work to and thereby effectively discharged the following employees:

Rachelle R. Boop	Kenneth Slaughter
Daniel J. Mabrey	Michael Thomas, Jr.
Mike Sachs	

(b) Respondents engaged in the conduct described above in paragraph 8(a) because the named employees of Respondents formed, joined, and assisted the Union and engaged in concerted activities, and to discourage employees from engaging these activities.

9. By the conduct described above in paragraphs 7(a) through 7(c), Respondents have been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

10. By the conduct described above in paragraph 8(a) and 8(b), Respondents have been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

11. The unfair labor practices of Respondents described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

As part of the remedy of the unfair labor practices alleged in paragraphs 8(a) and 8(b), and 10, the General Counsel seeks an order requiring reimbursement of amounts equal to the difference in taxes owed upon receipt of a lump-sum payment and taxes that would have been owed had there been no discrimination.

The General Counsel further seeks, as part of the remedy for the allegations in paragraphs 8(a) and 8(b), and 10, that Respondents be required to submit the appropriate documentation to

the Social Security Administration so that when backpay is paid, it will be allocated to the appropriate periods.

As part of the remedy for the unfair labor practices alleged above in paragraphs 8(a), 8(b) and 10, the General Counsel seeks an order requiring that the Respondent reimburse the discriminatees for all search-for-work and work-related expenses regardless of whether the discriminatees received interim earnings in excess of these expenses, or at all, during any given quarter, or during the overall backpay period. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondents are notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, they must file an answer to the consolidated complaint. The answer must be **received by this office on or before July 14, 2015, or postmarked on or before July 13, 2015.** Respondents should file an original and four copies of their respective answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was

off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on September 9, 2015, 10:00 am (CDT), at the County Court Building, 825 Sycamore Street, Room 114, Evansville, IN, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondents and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form

NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: June 30, 2015

A handwritten signature in black ink that reads "Rik Lineback". The signature is written in a cursive style with a large initial "R" and a long, sweeping underline.

RIK LINEBACK
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 25
575 N Pennsylvania St Ste 238
Indianapolis, IN 46204-1520

Attachments

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 25**

FALCON TRUCKING, LLC

and

**Case 25-CA-132518;
25-CA-135316;
25-CA-135335**

**CHAUFFEURS, TEAMSTERS AND HELPERS,
LOCAL UNION NO. 215 A/W INTERNATIONAL
BROTHERHOOD OF TEAMSTERS AND
CHAUFFEURS, TEAMSTERS AND HELPERS,
LOCAL UNION NO. 215**

AFFIDAVIT OF SERVICE OF: Complaint and Notice of Hearing (with forms NLRB-4338 and NLRB-4668 attached)

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on June 30, 2015, I served the above-entitled document(s) by **certified or regular mail**, as noted below, upon the following persons, addressed to them at the following addresses:

Samuel R. Ragle , Employer Representative **CERTIFIED MAIL**
RAGLE, INC
5266 Vann Rd.
P.O. Box 444
Newburgh, IN 47629

WILLIAM MICHAEL SCHIFF , Attorney **REGULAR MAIL**
ZIEMER, STAYMAN, WEITZEL &
SHOULDERS, LLP
PO Box 916
20 NW 1st St
Evansville, IN 47706-0916

F. STEPHEN SHEETS , ATTORNEY **REGULAR MAIL**
417 N. WEINBACH AVE.
SUITE 110
EVANSVILLE, IN 47711

WM. MICHAEL SCHIFF , ESQ. **REGULAR MAIL**
ZIEMER, STAYMAN, WEITZEL &
SHOULDERS, LLP
PO Box 916
Evansville, IN 47706-0916

CHARLES A WHOBREY , President &
Business Manager
CHAUFFEURS, TEAMSTERS AND
HELPERS, LOCAL UNION NO. 215 a/w
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS
825 Walnut St
PO Box 1040
Evansville, IN 47706

CERTIFIED MAIL
7008 1830 0004 5873 9973

SAMUEL MORRIS , Attorney
TEAMSTERS LOCAL 215
825 Walnut St
PO Box 1040
Evansville, IN 47706

REGULAR MAIL

CHARLES A WHOBREY , President &
Business Manager
CHAUFFEURS, TEAMSTERS AND
HELPERS, LOCAL UNION NO. 215
825 Walnut Street
P.O. Box 1040
Evansville, IN 47706-1040

CERTIFIED MAIL
7008 1830 0004 5873 9966

June 30, 2015

Margaret Hibdon, Designated Agent of
NLRB

Date

Name



Signature

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 25

FALCON TRUCKING, LLC and
RAGLE, INC., A SINGLE EMPLOYER
and/or JOINT EMPLOYERS

and

CHAUFFEURS, TEAMSTERS AND HELPERS,
LOCAL UNION NO. 215 A/W INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

Cases 25-CA-132518
25-CA-135316
25-CA-135335
25-CA-159531

ORDER CONSOLIDATING CASES, CONSOLIDATED
COMPLAINT AND NOTICE OF HEARING

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Cases 25-CA-132518 , 25-CA-135316, Case 25-CA-135335 filed by CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS (the Union) against FALCON TRUCKING, LLC (Respondent Falcon Trucking) and RAGLE, INC, (Respondent Ragle), as a single employer and/or joint employers (collectively Respondents), in which an Order Consolidating Cases, Consolidated Complaint, and Notice of Hearing issued on June 30, 2015, are consolidated with Case 25-CA-159531 filed by the Union against Respondents.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq. and Section 102.15 of the Board's Rules and Regulations, and alleges Respondents has violated the Act as described below.

1. (a) The charge in Case 25-CA-132518 was filed by the Union on July 11, 2014, and a copy was served on Respondent Falcon Trucking by U.S. mail on July 11, 2014.

(b) The first amended charge in Case 25-CA-132518 was filed by the Union on November 6, 2015, and a copy was served on Respondents by U.S. mail on November 9, 2015.

(c) The charge in Case 25-CA-135316 was filed by the Union on August 25, 2014, and a copy was served on Respondent Falcon Trucking by U.S. mail on August 25, 2014.

(d) The charge in Case 25-CA-135335 was filed by the Union on August 25, 2014, and a copy was served on Respondent Ragle by U.S. mail on August 25, 2014.

(e) The charge in Case 25-CA-159531 was filed by the Union on September 8, 2015, and a copy was served on Respondent Falcon by U.S. mail on September 8, 2015.

(f) The first amended charge in Case 25-CA-159531 was filed by the Union on November 6, 2015, and a copy was served on Respondents by U.S. mail on November 10, 2015.

2. (a) At all material times, Respondent Falcon Trucking, a corporation, with an office and place of business located in Newburgh, Indiana (Respondents' joint facility), has been engaged in the business of providing trucking services.

(b) During the last twelve months, a representative period, Respondent Falcon Trucking provided services valued in excess of \$50,000 to customers located in the State of Indiana, who, during the same representative period, purchased and received goods valued in excess of \$50,000 directly from suppliers located outside the State of Indiana.

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

(d) At all material times Respondent Ragle, a corporation, with an office and place of business located in Newburgh, Indiana (Respondents' joint facility), has been engaged in the construction industry as a provider of general contracting services.

(e) During the last twelve months, a representative period, Respondent Ragle provided construction services valued in excess of \$50,000 to customers located in the State of Indiana, who, during the same representative period, purchased and received goods valued in excess of \$50,000 directly from suppliers located outside the State of Indiana.

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

3. (a) At all material times, Respondent Falcon Trucking and Respondent Ragle have been affiliated business enterprises with common officers, ownership, directors, management and supervision, have formulated and administered a common labor policy, have shared common premises and facilities, have provided services for and made sales to each other, have interchanged personnel with each other, have interrelated operations, and have held themselves out to the public as a single-integrated business enterprise.

(b) Based on its operations described above in paragraph 3(a), Respondent Falcon Trucking and Respondent Ragle constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

4. (a) At all material times, Respondent Ragle has possessed control over the labor relations policy of Respondent Falcon Trucking, exercised control over the labor relations policy of Respondent Falcon Trucking, and administered a common labor policy with Respondent Falcon Trucking for the employees of Respondent Ragle.

(b) At all material times, Respondent Falcon Trucking and Respondent Ragle have been joint employers of the employees of Respondent Falcon Trucking.

5. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

6. (a) At all material times, the following individuals have held positions set forth opposite their respective names and have been supervisors of Respondent Falcon Trucking within the meaning of Section 2(11) of the Act and agents of Respondent Falcon Trucking within the meaning of Section 2(13) of the Act:

Sam Ragle	-	Owner/Member/Manager
Jason Ragle	-	Owner/Manager
Troy Ragle	-	Owner/Member
Dee Watson	-	Dispatcher

(b) At all material times, the following individuals have held positions set forth opposite their respective names and have been supervisors of Respondent Ragle within the meaning of Section 2(11) of the Act and agents of Respondent Ragle within the meaning of Section 2(13) of the Act:

Sam Ragle	-	Owner/President/CEO
Jason Ragle	-	Owner/Project Manager
Troy Ragle	-	Owner/Project manager
Dee Watson	-	Mechanic/Driver/Equipment Coordinator

7. About June 2014, Respondents, by Dee Watson, at Respondents' joint facility:

(a) by informing employees that he knew they were trying to organize, created an impression among its employees that their union activities were under surveillance by Respondents;

(b) interrogated its employees about their union and protected concerted activities; and

(c) threatened its employees with loss of jobs if they selected the Union as their collective bargaining representative.

8. (a) Since about June 2014, Respondents have refused to assign work to and thereby effectively discharged the following employees:

Rachelle R. Boop	Kenneth Slaughter
Daniel J. Mabrey	Michael Thomas, Jr.
Mike Sachs	

(b) Respondents engaged in the conduct described above in paragraph 8(a) because the named employees of Respondents formed, joined, and assisted the Union and engaged in concerted activities, and to discourage employees from engaging these activities.

9. (a) The following employees of Respondent Falcon Trucking, herein called the Unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All regular full-time truck drivers employed by the Employer at its Newburgh, Indiana, facility; BUT EXCLUDING all office employees, clerical employees, professional employees, and guards and supervisors as defined in the Act, and all other employees at the Newburgh, Indiana, facility.

(b) On June 27, 2017, a representation election was conducted among the employees in the Unit, and on July 8, 2014, the Union was certified as the exclusive collective-bargaining representative of the Unit.

(c) At all times since July 8, 2014, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

(d) About July 8, 2014, Respondents:

(i) subcontracted work previously performed by Unit

members;

(ii) altered the manner in which it assigned Unit employees to

perform Unit work;

(iii) removed Unit work which was previously assigned to Unit

employees and transferred it to Respondent Ragle;

(iv) reduced its complement of Unit employees; and

(v) closed portions of its operations.

(e) The subjects set forth above in paragraphs 8(a) and 9(d) relate to wages, hours and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(f) Respondent engaged in the conduct described above in paragraphs 8(a) and 9(d) without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent with respect to this conduct and the effects of this conduct.

10. By the conduct described above in paragraphs 7(a) through 7(c), Respondents have been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

11. By the conduct described above in paragraph 8(a) and 8(b), Respondents have been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

12. By the conduct described above in paragraphs 8(a), 9(d) and 9(f), Respondent has been failing and refusing to bargain collectively with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

13. The unfair labor practices of Respondents described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, as part of the remedy for the unfair labor practices alleged above in paragraphs 8(a), 9(d), 9(f), and 11, the General Counsel seeks an Order requiring Respondent make whole the Unit for any losses suffered as a result of its failure to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees, including all reasonable consequential damages incurred by the Unit as a result of said unfair labor practices.

The General Counsel further seeks as part of the remedy for the unfair labor practices alleged above in paragraphs 8(a), 8(b), 9(d), 9(f), 10, and 11 an order requiring that the Respondent reimburse the discriminatees for all search-for-work and work-related expenses regardless of whether the discriminatees received interim earnings in excess of these expenses, or at all, during any given quarter, or during the overall backpay period as well as any other reasonable consequential damages incurred by the discriminatees as a result of said unfair labor practices. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondents are notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, they must file an answer to the consolidated complaint. The answer must be received by this office on or before February 11, 2016, or postmarked on or before February 10, 2016. Respondents should file an original and four copies of their respective answer with this office and serve a copy of the answer on each of the other parties.

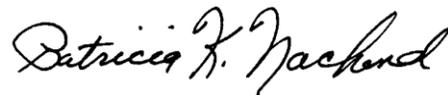
An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on April 19, 2016, at 1:00 pm, at the County Court Building, 825 Sycamore Street, Room 114, Evansville, IN, and on consecutive days thereafter

until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondents and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: January 28, 2016



PATRICIA K. NACHAND
ACTING REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 25
575 N Pennsylvania St Ste 238
Indianapolis, IN 46204-1520

Attachments

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 25**

**FALCON TRUCKING, LLC and
RAGLE, INC., A SINGLE EMPLOYER
and/or JOINT EMPLOYERS**

and

**CHAUFFEURS, TEAMSTERS AND HELPERS,
LOCAL UNION NO. 215 A/W INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**

Case **25-CA-132518
25-CA-135316
25-CA-135335
25-CA-159531**

AFFIDAVIT OF SERVICE OF: Consolidated Complaint and Notice of Hearing (with forms NLRB-4338 and NLRB-4668 attached)

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on January 28, 2016, I served the above-entitled document(s) by **certified or regular mail**, as noted below, upon the following persons, addressed to them at the following addresses:

Samuel R. Ragle , Employer Representative
RAGLE, INC
5266 Vann Rd.
P.O. Box 444
Newburgh, IN 47629

CERTIFIED MAIL

JASON RAGLE , Employer Representative
FALCON TRUCKING, LLC
5266 Vann Road
PO Box 1040
Newburgh, IN 47629

**~~CERTIFIED MAIL~~, RETURN RECEIPT
REQUESTED**

WILLIAM MICHAEL SCHIFF , Attorney
ZIEMER, STAYMAN, WEITZEL &
SHOULDERS, LLP
PO Box 916
20 NW 1st St
Evansville, IN 47706-0916

REGULAR MAIL

F. STEPHEN SHEETS , ATTORNEY
417 N. WEINBACH AVE.
SUITE 110
EVANSVILLE, IN 47711

REGULAR MAIL

CHARLES A WHOBREY , President &
Business Manager
CHAUFFEURS, TEAMSTERS AND
HELPERS, LOCAL UNION NO. 215 a/w
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS
825 Walnut St
PO Box 1040
Evansville, IN 47706

CERTIFIED MAIL

SAMUEL MORRIS , Attorney
TEAMSTERS LOCAL 215
825 Walnut St
PO Box 1040
Evansville, IN 47706

REGULAR MAIL

January 28, 2016

Date

Renee Laux Designated Agent of NLRB

Name

/s/ Renee Laux

Signature

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case ^{2nd} Amended
25-CA-132518

Date Filed
2/19/16

INSTRUCTIONS:

File an original 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

Falcon Trucking, LLC., and Ragle, Inc., A Single Employer and/or Joint Employers

b. Tel. No 812-853-8590

c. Cell No.

d. Address (Street, city, state, and ZIP code)

5266 Vann Rd
P O Box 444
Newburgh, IN 47629

e. Employer Representative
Jason Ragle

f. Fax No. 812-853-9578

g. e-Mail

h. Number of workers employed
5

i. Type of Establishment (factory, mine, wholesaler, etc.)
Trucking Company

j. Identify principal product or service
Hauling Material

k. 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) 3 and 5 of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

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

Since on or about June 30, 2014, the Employer, by its officers, agents, and representatives, has discriminated against its employees because of their union and concerted activities, by refusing to work employees who support the union.

See attachment for additional allegations

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
Chauffeurs, Teamsters and Helpers Local Union No. 215

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

825 Walnut Street
P O Box 1040
Evansville, IN 47706

4b. Tel. No 812-424-6471

4c. Cell No.

4d. Fax No. 812-424-6476

4e. e-Mail

teamsters215@att.net

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)
International Brotherhood of Teamsters

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

(Signature of representative of person making charge)

Charles A. Whobrey, Pres. and Bus. Mgr.

(Print name and title or office, if any)

Tel. No. 812-424-6471

Office, if any, Cell No.

Fax No 812-424-8476

e-Mail

teamsters215@att.net

Address 825 Walnut Street, P O Box 1040, Evansville, IN 47706

(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74842-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary, however, failure to supply the information will cause the NLRB to decline to invoke its processes.

Since on or about June 27, 2014, the Employer, through its officers and agents, has failed and refused to bargain in good faith with the Union as the exclusive collective bargaining representative of its employees by, but not limited to, the following:

- 1) transferring bargaining unit work from Falcon Trucking to Ragle Inc. without providing notice to the Union or affording the Union an opportunity to bargain over the decision or its effects;
- 2) changing how the Employer assigns work to employees without providing notice to the Union or affording the Union an opportunity to bargain over the decision or its effects;
- 3) reducing the size of the bargaining unit without providing notice to the Union or affording the Union an opportunity to bargain over the decision or its effects;
- 4) subcontracting bargaining unit work without providing notice to the Union or affording the Union an opportunity to bargain over the decision or its effects,
- 5) closing portions of its operations without providing notice to the Union or affording the Union an opportunity to bargain over the decision or its effects; and

A handwritten signature in black ink, appearing to be the initials 'SM' or similar, located in the bottom right corner of the page.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

RAGLE, INC

Charged Party

and

**CHAUFFEURS, TEAMSTERS AND HELPERS,
LOCAL UNION NO. 215 A/W INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**

Charging Party

Case 25-CA-132518

AFFIDAVIT OF SERVICE OF SECOND AMENDED CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on February 19, 2016, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

Samuel R. Ragle, Employer Representative
RAGLE, INC
5266 Vann Rd.
P.O. Box 444
Newburgh, IN 47629

William Michael Schiff, Attorney
ZIEMER, STAYMAN, WEITZEL &
SHOULDERS, LLP
PO Box 916
20 NW 1st St
Evansville, IN 47706-0916

F. STEPHEN SHEETS, ATTORNEY
417 N. WEINBACH AVE.
SUITE 110
EVANSVILLE, IN 47711

February 19, 2016

Jamila Franklin, Designated Agent of
NLRB

Date

Name

/s/ Jamila Franklin

Signature

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE
Case ^{2nd} Amended Date Filed
25-CA-159531 2/19/16

INSTRUCTIONS:

File an original 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

Falcon Trucking, LLC., and Ragle, Inc., A Single Employer and/or Joint Employers

b. Tel. No. 812-853-8590

c. Cell No.

f. Fax No. 812-853-9578

g. e-Mail

h. Number of workers employed
5

d. Address (Street, city, state, and ZIP code)

5266 VANN ROAD
P O Box 1040
Newburgh, IN 47629

e. Employer Representative
JASON RAGLE

i. Type of Establishment (factory, mine, wholesaler, etc.)
TRUCKING COMPANY

j. Identify principal product or service
HAULING MATERIAL

k. 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) **5** of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

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

See attachment to Charge.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 215

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

825 WALNUT STREET
P O BOX 1040
EVANSVILLE, IN 47706

4b. Tel. No. 812-424-6471

4c. Cell No.

4d. Fax No. 812-424-6476

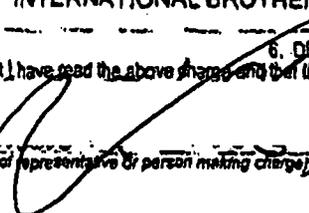
4e. e-Mail

teamsters215@att.net

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)
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

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 
(Signature of representative or person making charge)

CHARLES A WHOBREY, PRES. & MGR
(Print/type name and title or office, if any)

Tel. No.

812-424-6471

Office, if any, Cell No.

Fax No.

812-424-6476

e-Mail

teamsters215@tt.net

Address 825 WALNUT STREET P O BOX 1040 EVANSVILLE, IN 47706 (circle)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

Since on or about June 27, 2014, the Employer, through its officers and agents, has failed and refused to bargain in good faith with the Union as the exclusive collective bargaining representative of its employees by, but not limited to, the following:

- 1) transferring bargaining unit work from Falcon Trucking to Ragle Inc. without providing notice to the Union or affording the Union an opportunity to bargain over the decision or its effects;
- 2) changing how the Employer assigns work to employees without providing notice to the Union or affording the Union an opportunity to bargain over the decision or its effects;
- 3) reducing the size of the bargaining unit without providing notice to the Union or affording the Union an opportunity to bargain over the decision or its effects;
- 4) subcontracting bargaining unit work without providing notice to the Union or affording the Union an opportunity to bargain over the decision or its effects,
- 5) closing portions of its operations without providing notice to the Union or affording the Union an opportunity to bargain over the decision or its effects; and

A handwritten signature in black ink, appearing to be the initials 'SM' or similar, located in the bottom right corner of the page.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

**FALCON TRUCKING, LLC & RAGLE, INC., A
SINGLE EMPLOYER AND/OR JOINT
EMPLOYERS**

Charged Party

and

**CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL UNION NO. 215, A/W IBT, AFL-CIO**

Charging Party

Case 25-CA-159531

AFFIDAVIT OF SERVICE OF SECOND AMENDED CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on February 19, 2016, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

JASON RAGLE, Employer Representative
FALCON TRUCKING, LLC & RAGLE,
INC., A SINGLE EMPLOYER AND/OR
JOINT EMPLOYERS
5266 Vann Road
PO Box 1040
Newburgh, IN 47629

Wm. Michael Schiff, Attorney
ZIEMER, STAYMAN, WEITZEL &
SHOULDERS, LLP
PO Box 916
20 NW 1st St
Evansville, IN 47706-0916

February 19, 2016

Date

Jamila Franklin, Designated Agent of
NLRB

Name

/s/ Jamila Franklin

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

**FALCON TRUCKING, LLC AND RAGLE INC., A SINGLE
EMPLOYER AND/OR JOINT EMPLOYERS**

Cases 25-CA-132518
25-CA-135316, 25-CA-
135335, 25-CA-159531

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Parties and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Parties in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Parties will then sign and date those Notices and immediately post them in the shop office at the Employer's facility at 5266 Vann Road. The Charged Parties will keep all Notices posted for 60 consecutive days after the initial posting. The Regional Office will copy and mail a copy of the attached Notice to all current employees and former employees who were employed at any time since June 1, 2014. Those Notices will be signed by a responsible official of the Charged Parties and show the date of mailing. The Charged Parties will provide the Regional Director with a list of names and addresses of employees to whom the Notices are to be mailed.

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

NON-ADMISSION CLAUSE — By entering into this Settlement Agreement, the Charged Parties do not admit that they have violated the National Labor Relations Act.

BACKPAY — Within 14 days from approval of this agreement, the Charged Parties will assume joint and several liability for making whole the employees named below by payment to them of the amount opposite their name. The Charged Parties will make appropriate withholdings for each named employee. No withholdings should be made from the interest portion of the backpay. The Charged Parties will also file a report with the Regional Director allocating the payment(s) to the appropriate time periods. Falcon Trucking, LLC., will pay the employees named below the total amount due to each of them. Ragle, Inc., will pay the employees named below the total amount due to each of them only upon being informed by the Regional Director that efforts to obtain payment from Falcon Trucking, LLC., have failed.

<u>Name</u>	<u>Backpay</u>	<u>Interest</u>	<u>Excess Tax</u>	<u>Total</u>
Michael Sachs	\$958.00	\$49.00	\$8.00	\$1,015.00
Kenneth Slaughter	\$1552.00	\$74.00	\$11.00	\$1,637.00
Michael Thomas Jr.	\$1033.00	\$49.00	\$8.00	\$1,090.00
Daniel J Mabrey	\$4948.00	\$217.00	\$33.00	\$5,197.00
Rachelle R Boop	\$8935.00	\$400.00	\$70.00	\$9,404.00

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s) and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. 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 that evidence. By approving this Agreement the Regional Director

withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Parties withdraw any answer(s) filed in response.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Parties and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Parties authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Parties. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Falcon Trucking, LLC.

Yes WJM
Initials

No _____
Initials

Ragle, Inc.

Yes RS
Initials

No _____
Initials

PERFORMANCE — Performance by the Charged Parties 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 by the Charged Parties of notice that no review has been requested or that the General Counsel has sustained the Regional Director. The Charged Parties agree that in case of non-compliance with any of the terms of this Settlement Agreement by either of the Charged Parties, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by either of the Charged Parties, the Regional Director will reissue the Consolidated Complaint previously issued on January 28, 2016, in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the Consolidated Complaint. The Charged Parties understand and agree that the allegations of the aforementioned consolidated complaint will be deemed admitted and their respective Answers to such consolidated complaint will be considered withdrawn. The only issue that may be raised before the Board is whether either of the Charged Parties defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the consolidated complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Parties on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Parties/Respondents at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Parties have taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Parties comply with the terms and conditions of this Settlement Agreement and Notice.

WJM

Charged Party RAGLE, INC.		Charging Party CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS.	
By: <i>J. J. Shultz</i> <i>Attorney for Ragle</i>	Name and Title	Date: <i>4/15/16</i>	By: Name and Title
Charged Party FALCON TRUCKING, LLC			
By: <i>Wm Michael Schiff</i> <i>Attorney for Falcon</i>	Name and Title	Date: <i>4/15/16</i>	
Recommended By: <i>Gladys R. Ramirez</i> <i>Attorney</i>	Date: <i>4/18/16</i>	Approved By: <i>Patricia K. Nalband</i> Regional Director, Region 25	Date: <i>04/19/16</i>

Digitally signed by Gladys R. Ramirez,
DN: cn=Gladys R. Ramirez, o=NLBB,
ou=Regional Administration,
c=US
Date: 2016.04.18 11:42:52 -0400

(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 fail or refuse to bargain in good faith with the **CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS** as the exclusive collective-bargaining representative of Falcon Trucking employees in the following appropriate unit:

All regular full-time truck drivers employed by the Employer at its Newburgh, Indiana, facility; **BUT EXCLUDING** all office employees, clerical employees, professional employees, and guards and supervisors as defined in the Act, and all other employees at the Newburgh, Indiana facility.

WE WILL NOT refuse to assign work to Falcon employees because of their membership in or support of **CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS**, or any other labor organization.

WE WILL NOT unilaterally subcontract the work of the bargaining unit described above, change the way we assign work to those unit employees, reduce our complement of employees in the unit, remove and transfer work from the unit, close portions of our trucking operations, or otherwise unilaterally make changes in wages, hours, and other terms and conditions of employment for the employees in the appropriate unit without prior bargaining with the **CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS**.

WE WILL NOT make it appear to you that we are watching out for your union activities.

WE WILL NOT ask you about employee support for a union.

WE WILL NOT threaten you with closure of the facility or lack of work if you choose to be represented by or support a union.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL, upon request, bargain in good faith with **CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS** as the exclusive collective-bargaining representative of Falcon Trucking, LLC and Ragle Inc., a single employer and/or joint employer, employees of the unit described above for a reasonable time not to be less than 6 months, regardless of the number of employees in the employee complement during that time.

WE WILL resume Falcon Trucking's operations and assignment practices for the work previously performed by Falcon Trucking employees represented by **CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS** in order to restore Falcon Trucking as it existed prior to July 8, 2014, and **WE WILL** offer to Daniel J. Mabrey immediate and full reinstatement to his former or substantially equivalent position without prejudice to his seniority or other rights and privileges.

WJ

WE WILL, jointly and severally, make Michael Sachs, Kenneth Slaughter, Michael Thomas Jr., and Rachelle R. Boop, who do not desire reinstatement, and Daniel J. Mabrey, whole for the wages and other benefits they lost because we stopped assigning them work.

WE WILL compensate Michael Sachs, Kenneth Slaughter, Michael Thomas Jr., Daniel J. Mabrey, and Rachelle R. Boop for the adverse tax consequences, if any, of receiving a lump-sum backpay award.

WE WILL file a report with the Regional Director allocating the backpay to the appropriate calendar quarters.

RAGLE, INC.

(Employer)

Dated: _____

By: _____

(Representative)

(Title)

FALCON TRUCKING, LLC

(Employer)

Dated: _____

By: _____

(Representative)

(Title)

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.

575 N. Pennsylvania St Ste 238
Indianapolis, IN 46204-1520

Telephone: (317)226-7381
Hours of Operation: 8:30 a.m. to 5 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.

Wm

Report of Backpay Paid Under the National Labor Relations Act

(See IRS Publication 957, Reporting Back Pay and Special Wage Payments to the Social Security Administration)

Employer Name and Address	RAGLE, INC and Falcon Trucking, LLC 5266 Vann Rd., P.O. Box 444, Newburgh, IN 47629				
Employer's EIN:		Tax Year in Which Award Payment Was Paid:			2013
(1) SSN and Employee Name	(2)* Award Amount and Period(s)	(3)** Other Soc. Sec./ Med. Wages Paid in Award Year		(4)*** Allocation	
		Soc. Sec.	Med./MQGE	Year	Soc. Sec.
<p>*Exclude amounts specifically designated as damages, penalties, etc.</p> <p>**Exclude the amount of backpay, if any, included in that amount.</p> <p>***For periods before January, 1978 (and for state and local government (Section 218) employees before January 1, 1981), show the wage amounts by calendar quarters. The social security and/or Medicare Qualified Government Employment (MQGE) wages (where applicable) must be shown separately FOR ALL YEARS. (Wages subject ONLY to MQGE would be shown in the Medicare/MQGE column; no wages would be shown in the Soc. Sec. column.) For tax years 1991 and later, the social security and Medicare wages must be listed separately.</p>					

I certify that the payments set forth above were made pursuant to the National Labor Relations Act.

(Sign Name)

(Date)

Contact Person (for questions or additional information):

(Name of Contact)

(Contact Telephone Number)

Send Form to: Social Security Administration
Attn: CPS Back Pay Staff
7-B-15-SWT
1500 Woodlawn Drive
Baltimore, MD 21241-001

WNY

SAMPLE:

Employer Name and Address		ABC Manufacturing Co. 123 Main Street City, State, Zip				
Employer's EIN:		XX-XXXX-XXXX	Tax Year in Which Award Payment Was Paid:		2013	
(1) SSN and Employee Name	(2)*Award Amount and Periods(s)	(3)**Other Soc. Sec./Med.Wages Paid in Award Year		(4)***Allocation		
		Soc. Sec.	Med./MQGE	Year	Soc.Sec	Med./MQGE
xxx-xx-xxxx HELEN T. SMITH	\$100,000 1/2009.- 12/2012	\$40,000 0	\$40,000	200	\$20,000	\$20,000
				9	\$25,000	\$25,000
				201	\$27,000	\$27,000
				0	\$28,000	\$28,000
				201		
				1		
				201		
				2		

WJ

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

**FALCON TRUCKING, LLC AND RAGLE INC., A SINGLE
EMPLOYER AND/OR JOINT EMPLOYERS**

Cases 25-CA-132518
25-CA-135316, 25-CA-
135335, 25-CA-159531

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Parties and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Parties in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Parties will then sign and date those Notices and immediately post them in the shop office at the Employer's facility at 5266 Vann Road. The Charged Parties will keep all Notices posted for 60 consecutive days after the initial posting. The Regional Office will copy and mail a copy of the attached Notice to all current employees and former employees who were employed at any time since June 1, 2014. Those Notices will be signed by a responsible official of the Charged Parties and show the date of mailing. The Charged Parties will provide the Regional Director with a list of names and addresses of employees to whom the Notices are to be mailed.

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

NON-ADMISSION CLAUSE --- By entering into this Settlement Agreement, the Charged Parties do not admit that they have violated the National Labor Relations Act.

BACKPAY — Within 14 days from approval of this agreement, the Charged Parties will assume joint and several liability for making whole the employees named below by payment to them of the amount opposite their name. The Charged Parties will make appropriate withholdings for each named employee. No withholdings should be made from the interest portion of the backpay. The Charged Parties will also file a report with the Regional Director allocating the payment(s) to the appropriate time periods. Falcon Trucking, LLC, will pay the employees named below the total amount due to each of them. Ragle, Inc., will pay the employees named below the total amount due to each of them only upon being informed by the Regional Director that efforts to obtain payment from Falcon Trucking, LLC, have failed.

<u>Name</u>	<u>Backpay</u>	<u>Interest</u>	<u>Excess Tax</u>	<u>Total</u>
Michael Sachs	\$958.00	\$49.00	\$8.00	\$1,015.00
Kenneth Slaughter	\$1552.00	\$74.00	\$11.00	\$1,637.00
Michael Thomas Jr.	\$1033.00	\$49.00	\$8.00	\$1,090.00
Daniel J Mabrey	\$4948.00	\$217.00	\$33.00	\$5,197.00
Rachelle R Boop	\$8935.00	\$400.00	\$70.00	\$9,404.00

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s) and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. 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 that evidence. By approving this Agreement the Regional Director



Charged Party RAGLE, INC.		Charging Party CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS	
By: Name and Title	Date	By: Name and Title SAMUEL MORRIS ATTORNEY FOR CHARGING PARTY	Date April 15, 2016
Charged Party FALCON TRUCKING, LLC			
By: Name and Title	Date		
Recommended By: Gladys R. REBEKAH RAMIREZ Attorney	Date Digitally signed by Gladys R. Ramirez DN: cn=Gladys R. Ramirez, o=NLRB, ou=email=rebekah.ramirez@nlrb.gov, c=us Date: 2016.04.19 09:56:03 -04'00'	Approved By: <i>Patricia K. Natchand</i> Regional Director, Region 25	Date 04/19/16

(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 fail or refuse to bargain in good faith with the CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS as the exclusive collective-bargaining representative of Falcon Trucking employees in the following appropriate unit:

All regular full-time truck drivers employed by the Employer at its Newburgh, Indiana, facility, BUT EXCLUDING all office employees, clerical employees, professional employees, and guards and supervisors as defined in the Act, and all other employees at the Newburgh, Indiana facility.

WE WILL NOT refuse to assign work to Falcon employees because of their membership in or support of CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS, or any other labor organization.

WE WILL NOT unilaterally subcontract the work of the bargaining unit described above, change the way we assign work to those unit employees, reduce our compliment of employees in the unit, remove and transfer work from the unit, close portions of our trucking operations, or otherwise unilaterally make changes in wages, hours, and other terms and conditions of employment for the employees in the appropriate unit without prior bargaining with the CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS.

WE WILL NOT make it appear to you that we are watching out for your union activities.

WE WILL NOT ask you about employee support for a union.

WE WILL NOT threaten you with closure of the facility or lack of work if you choose to be represented by or support a union.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL, upon request, bargain in good faith with CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS as the exclusive collective-bargaining representative of Falcon Trucking, LLC and Ragle Inc., a single employer and/or joint employer, employees of the unit described above for a reasonable time not to be less than 6 months, regardless of the number of employees in the employee complement during that time.

WE WILL resume Falcon Trucking's operations and assignment practices for the work previously performed by Falcon Trucking employees represented by CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS in order to restore Falcon Trucking as it existed prior to July 8, 2014, and **WE WILL** offer to Daniel J. Mabrey immediate and full reinstatement to his former or substantially equivalent position without prejudice to his seniority or other rights and privileges.



WE WILL, jointly and severally, make Michael Sachs, Kenneth Slaughter, Michael Thomas Jr., and Rachelle R. Boop, who do not desire reinstatement, and Daniel J. Mabrey, whole for the wages and other benefits they lost because we stopped assigning them work.

WE WILL compensate Michael Sachs, Kenneth Slaughter, Michael Thomas Jr., Daniel J. Mabrey, and Rachelle R. Boop for the adverse tax consequences, if any, of receiving a lump-sum backpay award.

WE WILL file a report with the Regional Director allocating the backpay to the appropriate calendar quarters.

RAGLE, INC.

(Employer)

Dated: _____

By: _____

(Representative)

(Title)

FALCON TRUCKING, LLC

(Employer)

Dated: _____

By: _____

(Representative)

(Title)

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.

575 N Pennsylvania St Ste 238
Indianapolis, IN 46204-1520

Telephone: (317)226-7381
Hours of Operation: 8:30 a.m. to 5 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.



Report of Backpay Paid Under the National Labor Relations Act

(See IRS Publication 957: Reporting Back Pay and Special Wage Payments to the Social Security Administration)

Employer Name and Address	RAGLE, INC and Falcon Trucking, LLC 5266 Vann Rd., P.O. Box 444, Newburgh, IN 47629					
Employer's EIN:		Tax Year in Which Award Payment Was Paid:			2013	
(1) SSN and Employee Name	(2)* Award Amount and Period(s)	(3)** Other Soc. Sec./ Med. Wages Paid in Award Year		(4)*** Allocation		
		Soc. Sec.	Med./MQGE	Year	Soc. Sec.	Med./MQGE

*Exclude amounts specifically designated as damages, penalties, etc.
 **Exclude the amount of backpay, if any, included in that amount.
 ***For periods before January, 1978 (and for state and local government (Section 218) employees before January 1, 1981), show the wage amounts by calendar quarters. The social security and/or Medicare Qualified Government Employment (MQGE) wages (where applicable) must be shown separately FOR ALL YEARS. (Wages subject ONLY to MQGE would be shown in the Medicare/MQGE column; no wages would be shown in the Soc. Sec. column.) For tax years 1991 and later, the social security and Medicare wages must be listed separately.

I certify that the payments set forth above were made pursuant to the National Labor Relations Act.

(Sign Name)

(Date)

Contact Person (for questions or additional information):

(Name of Contact)

(Contact Telephone Number)

Send Form to: Social Security Administration
 Attn: CPS Back Pay Staff
 7-B-15 SWT
 1500 Woodlawn Drive
 Baltimore, MD 21241-001



SAMPLE

Employer Name and Address		ABC Manufacturing Co. 123 Main Street City, State, Zip				
Employer's EIN:		XX-XXXX-XXXX	Tax Year in Which Award Payment Was Paid:		2013	
(1) SSN and Employee Name	(2) Award Amount and Period(s)	(3)**Other Soc. Sec./Med. Wages Paid in Award Year:		(4)**Allocation:		
		Soc. Sec.	Med./MQGE	Year	Soc. Sec	Med./MQGE
xxx-xx-xxxx HELEN T. SMITH	\$100,000 1/2009 - 12/2012	\$40,000	\$40,000	200	\$20,000	\$20,000
				9	\$25,000	\$25,000
				201	\$27,000	\$27,000
				0	\$28,000	\$28,000
				201		
				1		
201						
2						



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 25
575 N Pennsylvania St Ste 238
Indianapolis, IN 46204-1520

Agency Website: www.nlrb.gov
Telephone: (317)226-7381
Fax: (317)226-5103

Agent's Direct Dial: (317)226-7413

May 6, 2016

Joyce Moore
Falcon Trucking, LLC
P.O. Box 444
Newburgh, IN 47629

Samuel R. Ragle, Employer Representative
RAGLE, INC
5266 Vann Rd.
P.O. Box 444
Newburgh, IN 47629

Re: FALCON TRUCKING, LLC and RAGLE,
INC., A Single Employer and/or Joint
Employers
Cases 25-CA-132518, 25-CA-135316, 25-
CA-135335 and 25-CA-159531

Dear Ms. Moore and Mr. Ragle:

Enclosed is a conformed copy of the Settlement Agreement in the above matter which was approved on April 19, 2016. This letter discusses what the Employer needs to do to comply with the Agreement.

Post Notice: Enclosed are 10 copies of the Notice to Employees. In compliance with the Agreement, a responsible official of the Employer, not the Employer's attorney, must sign and date the Notices before posting them. Each Notice consists of three 8 ½" by 14" panels which are labeled "Panel 1 of 3", "Panel 2 of 3", and "Panel 3 of 3" at the bottom. The three panels should be posted side-by-side and treated as one "25 ½ by 14" document. As one is facing the posting location (e.g. bulletin board or wall), the panel labeled "Panel 1 of 3" should be posted on the left, "Panel 2 of 3" in the middle, and "Panel 3 of 3" on the right.

The Notices should be posted in the shop office for 60 consecutive days at the Employer's facility at 5266 Vann Road, Newburgh, IN 47629. The Employer must take reasonable steps to ensure that the Notices are not altered, defaced or covered by other material. If additional Notices are required, please let me know. During the posting period, a member of the Regional Office staff may visit the Employer to inspect the Notices.

Mail Notice: The Agreement provides that the Region will mail a copy of the attached Notice to Employees to all current employees and former employees who were employed at any

time since June 1, 2014. After the Region has received a signed copy of the Notice to Employees, the Region will copy and mail the Notices to the names and addresses of the individuals attached with this letter.

Certification of Posting: A Certification of Posting form is also enclosed. This form should be completed and returned by not later than **May 13, 2016, with one signed and dated original Notice.** If the Certification of Posting and signed Notice is returned via e-file or e-mail, no hard copies of the Certification of Posting or Notice are required.

Remedial Actions:

Backpay: As provided in the Agreement, Falcon Trucking, LLC and Ragle, Inc. are jointly and severally liable for making whole the employees named below by payment to them the amount set opposite their names. Falcon Trucking, LLC will pay the employees named below the total amount due each of them. Ragle, Inc. will pay the employees named below the total amount due each of them only upon being informed by the Regional director that efforts to obtain payment from Falcon Trucking, LLC, have failed.

<u>Name</u>	<u>Backpay</u>	<u>Interest</u>	<u>Excess Tax</u>	<u>Total</u>
Michael Sachs	\$ 958.00	\$ 49.00	\$ 8.00	\$ 1,015.00
Kenneth Slaughter	\$ 1,552.00	\$ 74.00	\$ 11.00	\$ 1,637.00
Michael Thomas Jr.	\$ 1,033.00	\$ 49.00	\$ 8.00	\$ 1,090.00
Daniel J. Mabrey	\$ 4,948.00	\$ 217.00	\$ 33.00	\$ 5,198.00
Rachelle R. Boop	\$ 8,935.00	\$ 400.00	\$ 70.00	\$ 9,405.00

*Please note that the total amount for Mr. Mabrey and Ms. Boop is \$1 less on the settlement agreement due to the effects of rounding. The actual amount owed is reflected above.

The backpay checks should be made payable to the named individuals, less deductions for Social Security and withholding taxes, and should be submitted to this office for transmission to them. Backpay should be treated as wages in the year paid. (See IRS Publication 15-A for more information.) The checks should be accompanied by explanatory statement reflecting the amount of the deductions. In lieu of a current W-4 form concerning Federal Income Tax Withholding, the Employer should consult IRS Publication 15 for guidance.

Separate checks should be prepared for the interest and excess tax liability owed to each individual. No deductions should be made from the interest and excess tax amounts.

Report to Social Security Administration: As provided in the Agreement, the Employer will mail to the Region at the address below the completed Report of Backpay Paid Under the National Labor Relations Act, which is enclosed for your convenience:

National Labor Relations Board, Region 25
Attn: Compliance Officer
575 N Pennsylvania Blvd St., Room 238
Indianapolis, IN 46204

Reinstatement: The Agreement provides that the Employer will offer Daniel Mabrey, immediate and full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or the other rights and privileges he previously enjoyed. A copy of the letter offering him reinstatement should be furnished to this office.

Other Remedies: The Agreement also provides that the Employer will, upon request, bargain in good faith with CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS as the exclusive collective-bargaining representative of Falcon Trucking, LLC and Ragle Inc., a single employer and/or joint employer, employees of the unit described as:

All regular full-time truck drivers employed by the Employer at its Newburgh, Indiana facility, BUT EXCLUDING all office employees, clerical employees, professional employees, and guards and supervisors as defined in the Act, and all other employees at the Newburgh, Indiana facility.

for a reasonable time not to be less than 6 months, regardless the number of employees in the employee complement during that time.

Also, the Employer will resume Falcon Trucking's operations and assignment practices for the work previously performed by Falcon Trucking employees represented by CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS in order to restore Falcon Trucking as it existed prior to July 8, 2014.

Please read all the terms of the Settlement Agreement and Notice carefully, as you will be expected to comply with all such provisions. If you have any questions or I can assist you, please let me know.

Closing the Case: When all the affirmative terms of the Settlement Agreement have been fully complied with and there are no reported violations of its negative terms, you will be

FALCON TRUCKING, LLC and RAGLE, - 4 -
INC., A Single Employer and/or Joint
Employers
Cases 25-CA-132518 et al

notified that the case has been closed on compliance. Timely receipt of the signed and dated Notice to Employees and the Certification of Posting will assist us in closing the case in a timely manner.

Very truly yours,



LISABETH A. LUTHER
Compliance Officer

Enclosures: Copy of Conformed Settlement Agreement
Notices to Employees
List of names and addresses for mailing of Notices
Certification of Posting
Report of Backpay Paid Under the National Labor Relations Act

cc: William Michael Schiff, Attorney
ZIEMER, STAYMAN, WEITZEL &
SHOULDERS, LLP
PO Box 916
20 NW 1st St
Evansville, IN 47706-0916

F. Stephen Sheets, Attorney
417 N. Weinbach Avenue.
Suite 110
Evansville, IN 47711

Samuel Morris, Attorney
GODWIN, MORRIS, LAURENZI &
BLOOMFIELD, P.C.
50 N Front St Ste 800
Morgan Keegan Tower
Memphis, TN 38103-2181

CERTIFICATION OF POSTING

**RE: FALCON TRUCKING, LLC and RAGLE, INC., A Single Employer and/or Joint Employers
Cases 25-CA-132518, 25-CA-135316, 25-CA-135335 and 25-CA-159531**

1. Physical Posting

The Notice to (Employees) in the above matter was posted on (date) _____

at the following locations: (List specific places of posting)

CHARGED PARTY/RESPONDENT

By: _____

Title: _____

Date: _____

This form should be returned to the Regional Office, together with **ONE** original Notice from each Employer, dated and signed in the same manner as those posted.

List of names and addresses to whom the National Labor Relations Board, Region 25 office is mailing Notices signed by representatives (not legal counsel) of the Employer, Ragle, Inc. and Falcon Trucking, LLC.:

Rachelle R. Boop
6822 W SR 66
Richland, IN 47634

Daniel J. Mabrey
1509 Western Hills Dr
Evansville, IN 47720

Michael L. Thomas Jr.
2839 C Street
Evansville, IN 47712

Michael B. Sachs
PO Box 3201
Evansville, IN 47731

Kenneth Slaughter
2123 Covert Ave.
Evansville, IN 47714

Report of Backpay Paid Under the National Labor Relations Act

(See IRS Publication 957: [Reporting Back Pay and Special Wage Payments to the Social Security Administration](#))

Employer Name and Address	RAGLE, INC and Falcon Trucking, LLC. 5266 Vann Rd., P.O. Box 444, Newburgh, IN 47629					
Employer's EIN:		Tax Year in Which Award Payment Was Paid:			2016	
(1) SSN and Employee Name	(2)*Award Amount and Period(s)	(3)**Other Soc. Sec./ Med. Wages Paid in Award Year		(4)***Allocation		
		Soc. Sec.	Med./MQGE	Year	Soc. Sec.	Med./MQGE
<p>*Exclude amounts specifically designated as damages, penalties, etc.</p> <p>**Exclude the amount of backpay, if any, included in that amount.</p> <p>***For periods before January, 1978 (and for state and local government (Section 218) employees before January 1, 1981), show the wage amounts by calendar quarters. The social security and/or Medicare Qualified Government Employment (MQGE) wages (where applicable) must be shown separately FOR ALL YEARS. (Wages subject ONLY to MQGE would be shown in the Medicare/MQGE column; no wages would be shown in the Soc. Sec. column.) For tax years 1991 and later, the social security and Medicare wages must be listed separately.</p>						

I certify that the payments set forth above were made pursuant to the National Labor Relations Act.

(Sign Name)

(Date)

Contact Person (for questions or additional information):

(Name of Contact)

(Contact Telephone Number)

Send Form to: National Labor Relations Board, Region 25
Attn: Compliance Officer
575 N Pennsylvania St., Rm 238
Indianapolis, IN 46204

SAMPLE:

Employer Name and Address	ABC Manufacturing Co. 123 Main Street City, State, Zip					
Employer's EIN:	XX-XXXX-XXXX	Tax Year in Which Award Payment Was Paid:			2014	
(1) SSN and Employee Name	(2)*Award Amount and Periods(s)	(3)**Other Soc. Sec./Med.Wages Paid in Award Year		(4)***Allocation		
		Soc. Sec.	Med./MQGE	Year	Soc.Sec	Med./MQGE
xxx-xx-xxxx HELEN T. SMITH	\$100,000 1/2009 - 12/2012	\$40,000	\$40,000	2009	\$20,000	\$20,000
				2010	\$25,000	\$25,000
				2011	\$27,000	\$27,000
				2012	\$28,000	\$28,000

2016 AUG -4 AM 10: 20

CERTIFICATION OF COMPLIANCE

RE: FALCON TRUCKING, LLC and RAGLE, INC., A Single Employer and/or Joint Employers
Cases 25-CA-132518, 25-CA-135316, 25-CA-135335 and 25-CA-159531

(If additional space is needed to provide a full response, attach a sheet(s) with the necessary information.)

Physical Posting

- The signed and dated Notice to Employees in the above matter was posted on
(date) 5/11/16 at the following locations: (List specific places of posting)
BY mailbox (GENERAL INFORMATION AREA) IN BACK OF MECHANICS SHOP
BULLETIN BOARD IN SHOP
- The signed and date Notice to Employees remained continuously and conspicuously posted for at least 60 days.

Notice Mailing (Please Note: This statement is included for informational purposes only. The Employer is not verifying this statement when signing the Certification of Compliance.)

The signed and dated Notice to Employees in the above captioned matter was mailed by the National Labor Relations Board, Region Twenty-five Compliance Officer on 5/17/2016 to all current and former bargaining unit employees who were employed at any time since June 1, 2016. *LAL*

Backpay

- On (date) 5/13/16, the Employer submitted the make whole payments, in the amounts set forth in the Settlement Agreement, minus appropriate withholding, to the National Labor Relations Board, Region Twenty-five office for disbursement to the employees named therein.

Report of Backpay Paid Under the National Labor Relations Act

- On (date) 5/12/16, the Employer completed the Report to Social Security Administration and submitted it to:
National Labor Relations Board, Region 25
Attn: Lisabeth Luther, Compliance Officer
575 N Pennsylvania St Ste 238
Indianapolis, IN 46204-1520

Resumption of Operations and Assignment Practices

- On (date) 6/20/16, the Employer resumed operations and assignment practices for the work previously performed by Falcon Trucking employees represented by Chauffeurs, Teamsters and Helpers, Local Union No. 215 a/w International Brotherhood of Teamsters in order to restore Falcon Trucking as it existed prior to July 8, 2014.

Reinstatement of Daniel Mabry

- On (date) 6/20/16, the Employer offered Daniel Mabrey immediate and full reinstatement to his former or substantially equivalent position without prejudice to his seniority or other rights and privileges. A copy of the the letter offering Mabrey reinstatement is attached.
MR MABREY WAS NOT RELEASED FROM WORK FROM FALCON TRUCKING. WHEN WORK BECAME AVAILABLE HE STARTED WORKING
- On (date) 6/20/16, Daniel Mabrey returned to his former or substantially equivalent position without prejudice to his seniority or other rights and privileges. Proof of Mabrey's return to employment is attached.

Bargaining

- On (date) AT THE END OF APRIL 2016, the Union requested bargaining as provided for in the Settlement and referenced in the Notice to Employees; and
- On (date) AT THE END OF APRIL 2016, the parties agreed to meet on (dates) 5/6/16 for bargaining.
- The parties met on (list the dates of all meetings) 5/6/16 @ 9:00 AM
5/20/16 @ 9:00 AM & 7/25/16 @ 9:00 AM
& NEXT MEETING IS SCHEDULED FOR 8/22/16 @ 9:00 AM

- The Employer will continue to bargain in good faith, for a reasonable period of time not to be less than 6 months, regardless of the number of employees in the employee complement during that time, with the Chauffeurs, Teamsters and Helpers, Local Union No. 215 a/w International Brotherhood of Teamsters as the exclusive collective-bargaining representative of FalconTrucking, LLC and Ragle, Inc., a single employer and/or joint employer, employees of the appropriate unit described as:

All regular full-time truck drivers employed by the Employer at its Newburgh, Indiana facility; BUT EXCLUDING all office employees, clerical employees, professional employees, and guards and supervisors as defined in the Act, and all other employees at the Newburgh, Indiana facility.

- **Monthly provide the Region with written updates on the progress of negotiations.**

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

CHARGED PARTY/RESPONDENT

By: *Jay Moore*
Title: *Office Mgr*
Date: *8/3/16*

This form should be returned to the Compliance Officer. If the Certification of Compliance is returned via e-file or e-mail, no hard copy of the Certification of Compliance is required.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 25-CA-188022	Date Filed 11/10/16

INSTRUCTIONS:

File an original 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 FALCON TRUCKING / RAGLE CONSTRUCTION, JOINT EMPLOYERS	b. Tel. No. 812-853-8590
	c. Cell No.
	f. Fax No. 812-853-9578
d. Address (Street, city, state, and ZIP code) 5266 VANN ROAD P O BOX 104 NEWBURGH, IN 47629	e. Employer Representative JASON RAGLE
	g. e-Mail
	h. Number of workers employed 1
i. Type of Establishment (factory, mine, wholesaler, etc.) TRUCKING COMPANY	j. Identify principal product or service HAULING MATERIAL
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (1st subsections) 3 and 5 of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.	
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) Since on or about May 15, 2016, the employer, by its officers, agents, and representatives, has violated the settlement agreement in the case of 25-CA-132518 et al., by contracting out bargaining unit work to avoid the Union. The Charging party requests abrogation of the settlement agreement in Falcon Trucking/Ragle Construction, Joint Employers, 25-CA-132518 et al. and that complaint issue.	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL NO 215	
4a. Address (Street and number, city, state, and ZIP code) 825 WALNUT ST P O BOX 1040 NEWBURGH, IN 47706	4b. Tel. No. 812-424-647
	4c. Cell No.
	4d. Fax No. 812-424-6476
	4e. e-Mail teamsters215@att.net
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) INTERNATIONAL BROTHERHOOD OF TEAMSTERS	
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  (signature of representative or person making charge)	SAMUAL MORRIS, UNION ATTORNEY (Print/type name and title or office, if any)
Address 50 N FRONT STREET, SU 800, MEMPHIS TN 38173-0290	Tel. No. 901-528-1702
	Office, if any, Cell No.
	Fax No. 901-528-0246
	e-Mail smorris@gllblaw.com
	11-10-16 (date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

**FALCON TRUCKING/RAGLE
CONSTRUCTION, JOINT EMPLOYERS**

Charged Party

and

**CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL UNION NO. 215, A/W IBT, AFL-CIO**

Charging Party

Case 25-CA-188022

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on November 14, 2016, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

JASON RAGLE, Employer Representative
FALCON TRUCKING/RAGLE
CONSTRUCTION, JOINT EMPLOYERS
5266 Vann Road
PO Box 104
Newburgh, IN 47629

November 14, 2016

Date

Jamila Franklin, Designated Agent of
NLRB

Name

/s/ Jamila Franklin

Signature



United States Government
NATIONAL LABOR RELATIONS BOARD
Region 25
575 North Pennsylvania Street - Room 238
Indianapolis, IN 46204-1577

phone: (317) 991-7625
fax: (317) 226-5103
rebekah.ramirez@nlrb.gov

March 14, 2017

Wm. Michael Schiff
ZIEMER, STAYMAN, WEITZEL & SHOULDERS, LLP
PO Box 916
Evansville, IN 47706-0916

Re: Falcon Trucking, LLC and Ragle, Inc.
Case 25-CA-188022

Dear Mr. Schiff:

The Region has found merit to the Union's allegation that Employers Falcon Trucking, LLC and Ragle, Inc. are in breach of the settlement agreement in Case 25-CA-132518 et al. The Region has determined that operations at Falcon Trucking have not been restored as they existed prior to July 8, 2014, as was required by the settlement agreement.

Accordingly, this letter shall serve as the requisite 14 days' notice that the Region considers the Employer is in non-compliance with the terms of the settlement agreement. If such non-compliance is not remedied within 14 days, the Region intends to reissue the Consolidated Complaint in Case 25-CA-132518 et al previously issued on January 28, 2016, and will move the Board to issue default judgment on the allegations in the Consolidated Complaint.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me at (317) 991-7625.

Sincerely,

A handwritten signature in black ink, appearing to read "Rebekah Ramirez".

Rebekah Ramirez
Field Attorney

Exhibit Z



ZIEMER STAYMAN
WEITZEL SHOULDERS LLP
ATTORNEYS AT LAW

20 NW FIRST STREET NINTH FLOOR PO BOX 916
EVANSVILLE INDIANA 47706-0916
PHONE 812 424 7575 FAX 812 421 5089
ZSWS.COM

March 28, 2017

Via Electronic Mail

Rebekah Ramirez
National Labor Relations Board
Region 25
575 N. Pennsylvania St. - Room 238
Indianapolis, IN 46204-1577

**Re: Falcon Trucking, LLC & Ragle, Inc.
NLRB Case No. 25-CA-188022**

Dear Ms. Ramirez:

Please treat this as a supplement to the previous Statement of Position provided in the above-referenced matter. This supplementary Statement of Position is being provided in response to your March 14th notification that the Region has found merit to the Union's allegations that Falcon Trucking, LLC ("Falcon") and Ragle, Inc. ("Ragle") are in breach of the Settlement Agreement and your supplementary email of March 22nd providing clarification as to the basis for the Region's determination. This supplementary Position Statement does not reflect a comprehensive recitation of all of the facts involved in this matter and the right is reserved to amend this response and/or provide additional information.

Respondent denies and disputes that it has violated the Settlement Agreement reached by the parties in April of this year in Cases 25-CA-132518, 25-CA-135316, 25-CA-135335 and 25-CA-159531 and believes that Region 25 officials do not understand and appreciate the nature of the construction and trucking industry in Southwestern Indiana and the business conditions in which Falcon and Ragle operate when working for governmental entities. What follows is an effort to help the Region better understand these important facts.

Falcon is a tri-axle trucking company that hauls for Ragle when there is a need for work within a one(1) hour haul time from its Newburgh, Indiana location. Falcon has normally not performed tri-axle hauling work outside this one (1) hour radius of Newburgh as it is not financially prudent to do so. Ragle, on the other hand, is a multi-state heavy highway construction company that has numerous projects each year that are not dependent upon being within a one (1) hour radius of Newburgh, Indiana. In other words, Ragle deals with numerous trucking companies to satisfy their hauling needs both within and without a one (1) hour radius of Newburgh, Indiana and has never relied solely on the use of Falcon.

Because of the DBE, MBE and WBE requirements in nearly all state or federal heavy highway construction contracts performed by Ragle, its trucking

needs vary greatly from year to year and from contract to contract.

In 2013 – as noted in your March 22nd email – Falcon used 4 to 5 tri-axle drivers to performing a substantial amount of hauling work for Ragle. This was due to the fact that Ragle had heavy highway construction contracts that were in very close proximity to its Newburgh location and that had minimal DBE or MBE participation requirements. This allowed Falcon to buy additional trucks that year to accommodate an increase in hauling work on these particular projects.

In 2014, the hauling needs for Ragle within an one (1) hour radius of Newburgh area changed, which in turn affected the amount of hauling work provided by Falcon. In 2014 there was approximately \$1,156,562 worth of hauling work needed by Ragle to satisfy its hauling needs within an one (1) radius of Newburgh. Of this amount, approximately \$1,061,409.90 was required to be performed by MBE, DBE and WBE-owned trucking and hauling firms. This work was accomplished using Liggons Trucking and Starnes Trucking, both of which are MBE companies. Of the remaining \$95,153.20 worth of available hauling work in an one (1) radius of Newburgh, Falcon performed approximately \$87,750.45. As a result of this decrease in the need for its services compared to the previous year, and in an effort to improve its unsatisfactory cash flow, Falcon sold its three (3) oldest trucks in order to help pay for several newer trucks. Falcon finished operations in 2014 with a loss of approximately \$80,000.

In 2015, Ragle's tri-axle hauling requirements changed again. Ragle needed approximately \$972,800.80 worth of tri-axle hauling within the one(1) radius of Newburgh. Of this amount, approximately \$397,955.25 was required to be performed by DBE trucking and hauling firms in order to satisfy contractual obligations. Ragle had 2 large projects with tri-axle trucking needs in 2015, the Cass Avenue project and the US 41 Interchange project both of which imposed DBE obligations. These projects also required a significant increase in hauling. The volume of hauling needed for the Cass Avenue project, for which Ragle met its DBE obligations, required an average of 5 to 8 trucks per day at times and the US 41 Interchange project required up to 20 trucks per day.

Due to the volume of its trucking and hauling needs, Ragle had to contract with numerous trucking companies, including RJ Trucking, in order to insure that that the hauling work was completed on time as promised. Ragle chose to use RJ Trucking because it had the ability to provide on a daily basis between 5 to 8 trucks of hauling. Inasmuch as Falcon had only one driver, it could not guarantee or meet this need for 5 to 8 trucks daily. Similarly, when Ragle started the Highway 41 Interchange project in the latter part of 2015, it needed a volume of up to 20 trucks a day; again, Falcon was not capable of meeting this need as it had only one driver who was kept busy for most of the year. Moreover, given the volatility of the market, the inability to compete with DBE, MBE or WBE tri-axle firms and the increase in costs associated with hiring additional drivers, it did not make good business sense for Falcon to make any hires.

In 2016, Ragle's tri-axle hauling needs within the one (1) hour radius of Newburgh changed once again. There was a total need of approximately \$521,737.45 worth of hauling services. Of this amount, approximately \$439,369.80 were required to be performed by DBE, MBE or WBE tri-axle hauling firms.

Rebekah Ramirez
March 28, 2017
Page 3

Thus far, in 2017, Ragle's need for DBE, MBE or WBE tri-axle trucking services has been \$133,063. Of this, 100% was performed by DBE or WBE firms. The projects available to Ragle in 2016 and 2017 require DBE or MBE requirements which will have to be particularly met using DBE or WBE trucking firms. For example, the new contract just signed by Ragle in 2017 for work in downtown Evansville requires DBE hauling. CK United, a DBE, has been contracted with Ragle to do the work to help meet the DBE goal on this contract. There is no work on this project available for Falcon as it is not a DBE or MBE firm.

In your March 22nd email you made reference to the fact that Ragle has used and is using an MBE firm, SAAM Trucking. You note that the owner of SAAM Trucking is a "supervisor" for Ragle, with the apparent implication that Ragle somehow was involved in the formation of SAAM Trucking. Nothing could be further from the truth. It is true that Steve Harris, who is a minority, has worked for Ragle for a number of years as a foreman and member of the Operating Engineers Union. However, neither Ragle nor any of its officials had anything whatsoever to do with the formation or operations of SAAM Trucking.

We also take exception to the comment in your March 22nd email that claims that Ragle uses MBE firms at a much higher percentage than what is contractually required. We do not know where you came up with this conclusion. Ragle needs every bit of work by DBE, WBE or MBE trucking firms that it can get in order to meet its contractually required goals.

As noted above, in 2014 Falcon Trucking operated in the red to the tune of approximately \$80,000. In 2015, the company lost approximately \$78,000 and in 2016 it lost approximately \$16,000. These losses translate into a 54% loss of equity over the last three years. The shareholders of Falcon Trucking, LLC have determined that are not interested in continuing with such a loss in equity. They have concluded that Falcon is not capable of competing with firms that are better able to obtain work due to their status as DBE, MBE or WBE firms and have decided they are no longer willing to continue a losing operation. As such, please be advised that the decision has been made to cease the business operations of Falcon Trucking, LLC.

With respect to the Region's demand that Falcon recognize and go back to the bargaining table with the Union it is difficult to understand the rationale or basis for this demand. As noted in the December 15, 2016 Position Statement, the NLRB has long held that it does not effectuate the purposes of the Act to require an employer to bargain in a unit consisting of only one employee. The other employees who used to be employed by Falcon left of their own accord and waived any request to be reinstated.

Moreover, as recounted in some detail previously in the September 30, 2015 Position Statement in Case No. 25-CA-159531, Falcon bargained in good faith with the Union whereas the Union failed to bargain in good faith. Falcon bargained earnestly with the Union in an effort to reach final agreement on a collective bargaining agreement only to have the Union delay and prevent the culmination of an agreement by taking an unreasonable and self-serving posture with respect to the issue of retirement benefits.

Rebekah Ramirez
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We urge the Region to reconsider its apparent conclusion that the settlement agreement between the parties has been violated. If you have any questions please do not hesitate to contact the undersigned.

Sincerely,

ZIEMER, STAYMAN, WEITZEL & SHOULDERS



Wm. Michael Schiff

WMS\

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 25

FALCON TRUCKING, LLC and
RAGLE, INC., A SINGLE EMPLOYER
and/or JOINT EMPLOYERS

And

CHAUFFEURS, TEAMSTERS AND HELPERS,
LOCAL UNION NO. 215 A/W INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

Cases 25-CA-132518
25-CA-135316
25-CA-135335
25-CA-159531

COMPLAINT BASED ON BREACH OF AFFIRMATIVE
PROVISIONS OF SETTLEMENT AGREEMENT

Based upon charges filed by CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS (the Union), an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing issued in Cases 25-CA-132518, 25-CA-135316, 25-CA-135335, and 25-CA-159531, against FALCON TRUCKING, LLC (Respondent Falcon Trucking) and RAGLE, INC, (Respondent Ragle), as a single employer and/or joint employers (collectively Respondents), alleging that it violated the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., by engaging in unfair labor practices. On April 19, 2016, a Settlement Agreement and Notice to Employees was approved (the Settlement), a copy of which is attached as Appendix A, and pursuant to which Respondents agreed to take certain actions to remedy the unfair labor practices alleged in the Complaint. Respondents have failed to comply with the terms of the Settlement. Accordingly, pursuant to the terms of the Settlement and Section 10(b) of the Act and Section 102.15 of the

Rules and Regulations of the National Labor Relations Board (the Board), the Consolidated Complaint is reissued as follows.

1. (a) The charge in Case 25-CA-132518 was filed by the Union on July 11, 2014, and a copy was served on Respondent Falcon Trucking by U.S. mail on July 11, 2014.

(b) The first amended charge in Case 25-CA-132518 was filed by the Union on November 6, 2015, and a copy was served on Respondents by U.S. mail on November 9, 2015.

(c) The charge in Case 25-CA-135316 was filed by the Union on August 25, 2014, and a copy was served on Respondent Falcon Trucking by U.S. mail on August 25, 2014.

(d) The charge in Case 25-CA-135335 was filed by the Union on August 25, 2014, and a copy was served on Respondent Ragle by U.S. mail on August 25, 2014.

(e) The charge in Case 25-CA-159531 was filed by the Union on September 8, 2015, and a copy was served on Respondent Falcon by U.S. mail on September 8, 2015.

(f) The first amended charge in Case 25-CA-159531 was filed by the Union on November 6, 2015, and a copy was served on Respondents by U.S. mail on November 10, 2015.

2. (a) At all material times, Respondent Falcon Trucking, a corporation, with an office and place of business located in Newburgh, Indiana (Respondents' joint facility), has been engaged in the business of providing trucking services.

(b) During the last twelve months, a representative period, Respondent Falcon Trucking provided services valued in excess of \$50,000 to customers located in the State of Indiana, who, during the same representative period, purchased and received goods valued in excess of \$50,000 directly from suppliers located outside the State of Indiana.

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

(d) At all material times Respondent Ragle, a corporation, with an office and place of business located in Newburgh, Indiana (Respondents' joint facility), has been engaged in the construction industry as a provider of general contracting services.

(e) During the last twelve months, a representative period, Respondent Ragle provided construction services valued in excess of \$50,000 to customers located in the State of Indiana, who, during the same representative period, purchased and received goods valued in excess of \$50,000 directly from suppliers located outside the State of Indiana.

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

3. (a) At all material times, Respondent Falcon Trucking and Respondent Ragle have been affiliated business enterprises with common officers, ownership, directors, management and supervision, have formulated and administered a common labor policy, have shared common premises and facilities, have provided services for and made sales to each other, have interchanged personnel with each other, have interrelated operations, and have held themselves out to the public as a single-integrated business enterprise.

(b) Based on its operations described above in paragraph 3(a), Respondent Falcon Trucking and Respondent Ragle constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

4. (a) At all material times, Respondent Ragle has possessed control over the labor relations policy of Respondent Falcon Trucking, exercised control over the labor relations

policy of Respondent Falcon Trucking, and administered a common labor policy with Respondent Falcon Trucking for the employees of Respondent Ragle.

(b) At all material times, Respondent Falcon Trucking and Respondent Ragle have been joint employers of the employees of Respondent Falcon Trucking.

5. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

6. (a) At all material times, the following individuals have held positions set forth opposite their respective names and have been supervisors of Respondent Falcon Trucking within the meaning of Section 2(11) of the Act and agents of Respondent Falcon Trucking within the meaning of Section 2(13) of the Act:

Sam Ragle	-	Owner/Member/Manager
Jason Ragle	-	Owner/Manager
Troy Ragle	-	Owner/Member
Dee Watson	-	Dispatcher

(b) At all material times, the following individuals have held positions set forth opposite their respective names and have been supervisors of Respondent Ragle within the meaning of Section 2(11) of the Act and agents of Respondent Ragle within the meaning of Section 2(13) of the Act:

Sam Ragle	-	Owner/President/CEO
Jason Ragle	-	Owner/Project Manager
Troy Ragle	-	Owner/Project manager
Dee Watson	-	Mechanic/Driver/Equipment Coordinator

7. About June 2014, Respondents, by Dee Watson, at Respondents' joint facility:

(a) by informing employees that he knew they were trying to organize, created an impression among its employees that their union activities were under surveillance by Respondents;

(b) interrogated its employees about their union and protected concerted activities; and

(c) threatened its employees with loss of jobs if they selected the Union as their collective bargaining representative.

8. (a) Since about June 2014, Respondents have refused to assign work to and thereby effectively discharged the following employees:

Rachelle R. Boop	Kenneth Slaughter
Daniel J. Mabrey	Michael Thomas, Jr.
Mike Sachs	

(b) Respondents engaged in the conduct described above in paragraph 8(a) because the named employees of Respondents formed, joined, and assisted the Union and engaged in concerted activities, and to discourage employees from engaging these activities.

9. (a) The following employees of Respondent Falcon Trucking, herein called the Unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All regular full-time truck drivers employed by the Employer at its Newburgh, Indiana, facility; BUT EXCLUDING all office employees, clerical employees, professional employees, and guards and supervisors as defined in the Act, and all other employees at the Newburgh, Indiana, facility.

(b) On June 27, 2017, a representation election was conducted among the employees in the Unit, and on July 8, 2014, the Union was certified as the exclusive collective-bargaining representative of the Unit.

(c) At all times since July 8, 2014, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

(d) About July 8, 2014, Respondents:

(i) subcontracted work previously performed by Unit members;

(ii) altered the manner in which it assigned Unit employees to perform Unit work;

(iii) removed Unit work which was previously assigned to Unit employees and transferred it to Respondent Ragle;

(iv) reduced its complement of Unit employees; and

(v) closed portions of its operations.

(e) The subjects set forth above in paragraphs 8(a) and 9(d) relate to wages, hours and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(f) Respondent engaged in the conduct described above in paragraphs 8(a) and 9(d) without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent with respect to this conduct and the effects of this conduct.

10. By the conduct described above in paragraphs 7(a) through 7(c), Respondents have been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

11. By the conduct described above in paragraph 8(a) and 8(b), Respondents have been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

12. By the conduct described above in paragraphs 8(a), 9(d) and 9(f), Respondent has been failing and refusing to bargain collectively with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

13. The unfair labor practices of Respondents described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

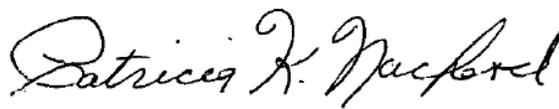
WHEREFORE, as part of the remedy for the unfair labor practices alleged above in paragraphs 8(a), 9(d), 9(f), and 11, the General Counsel seeks an Order requiring Respondent make whole the Unit for any losses suffered as a result of its failure to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees, including all reasonable consequential damages incurred by the Unit as a result of said unfair labor practices.

The General Counsel further seeks as part of the remedy for the unfair labor practices alleged above in paragraphs 8(a), 8(b), 9(d), 9(f), 10, and 11 an order requiring that the Respondent reimburse the discriminatees for all search-for-work and work-related expenses regardless of whether the discriminatees received interim earnings in excess of these expenses, or at all, during any given quarter, or during the overall backpay period as well as any other reasonable consequential damages incurred by the discriminatees as a result of said unfair labor practices. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

NO HEARING OR ANSWER

Because Respondents have previously agreed that all of the allegations of the Consolidated Complaint will be deemed admitted and that it will have waived its right to file an Answer to the Consolidated Complaint, no Answer is required and no hearing is necessary.

Dated: May 31, 2017



PATRICIA K. NACHAND
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 25
575 N Pennsylvania St Ste 238
Indianapolis, IN 46204-1520

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 25**

**FALCON TRUCKING, LLC and
RAGLE, INC., A SINGLE EMPLOYER
and/or JOINT EMPLOYERS**

Case **25-CA-132518
25-CA-135316
25-CA-135335
25-CA-159531**

And

**CHAUFFEURS, TEAMSTERS AND HELPERS,
LOCAL UNION NO. 215 A/W INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**

**AFFIDAVIT OF SERVICE OF: Complaint Based on Breach of Affirmative Provisions
of Settlement Agreement**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on May 31, 2017, I served the above-entitled document(s) by **certified or regular mail**, as noted below, upon the following persons, addressed to them at the following addresses:

Samuel R. Ragle , Employer Representative
RAGLE, INC
5266 Vann Rd.
P.O. Box 444
Newburgh, IN 47629

**CERTIFIED MAIL
7016 1370 0001 6425 9781**

JASON RAGLE , Employer Representative
FALCON TRUCKING, LLC
5266 Vann Road
PO Box 1040
Newburgh, IN 47629

**~~CERTIFIED MAIL~~, RETURN RECEIPT
7016 1370 0001 6425 9798**

WILLIAM MICHAEL SCHIFF , Attorney
ZIEMER, STAYMAN, WEITZEL &
SHOULDERS, LLP
PO Box 916
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Evansville, IN 47706-0916

REGULAR MAIL

F. STEPHEN SHEETS , ATTORNEY
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Evansville, IN 47706

REGULAR MAIL

5/31/2017

Alicia M. Holland Designated Agent of
NLRB

Date

Name

/s/ Alicia M. Holland

Signature