

REID, PEDERSEN, MCCARTHY & BALLEW, L.L.P.

ATTORNEYS AT LAW

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Russell J. Reid
Kenneth J. Pedersen
Michael R. McCarthy
David W. Ballew
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March 13, 2009

HAND DELIVERED

Mr. Richard L. Ahearn
Regional Director
National Labor Relations Board, Region 19
2948 Jackson Federal Building
915 Second Avenue
Seattle, WA 98174

Re: ***Oak Harbor Freight Lines, Inc. /Teamsters Locals 81, 174, 231, 252, 324,
483, 589, 690, 760, 763, 839, and 962 / ULP Charge***

Dear Regional Director Ahearn:

Enclosed are an original and four copies of an unfair labor practice charge against the above-named employer which we are filing on behalf of Teamsters Locals 81, 174, 231, 252, 324, 483, 589, 690, 760, 763, 839, and 962.

Sincerely,



Michael R. McCarthy

MRM/emb
Enclosures

cc: Al Hobart, Joint Council No. 28
Edward H. Vander Pol and David A. Vander Pol, Oak Harbor Freight Lines, Inc.-
Via Certified Mail; Return Receipt Requested
INCORP Services Inc. – *Via First Class Mail*
John M. Payne, Davis Grimm Payne & Marra – *Hand Delivered*

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 13th day of March, 2008, she caused the original of **NATIONAL LABOR RELATIONS BOARD – CHARGE AGAINST EMPLOYER** to be served via Certified Mail, Return Receipt Requested, addressed to:

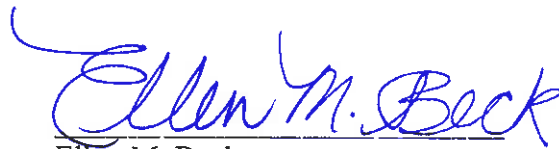
Oak Harbor Freight Lines, Inc.
Attn: Edward H. Vander Pol
David A. Vander Pol
Post Office Box 1469
Auburn, Washington 98071

and served via First Class Mail upon:

INCORP Services Inc.
300 Deschuttes Way S.W., #304
Tumwater, Washington 98501

and served by messenger upon:

John M. Payne
Davis Grimm Payne & Marra
701 Fifth Avenue, Suite 4040
Seattle, Washington 98104


Ellen M. Beck

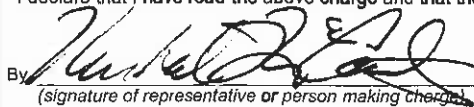
INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER**DO NOT WRITE IN THIS SPACE**

Case

Date Filed

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 Oak Harbor Freight Lines, Inc.	b. Tel. No. 253.288.8300
	c. Cell No.
	f. Fax No. 253.288.8301
d. Address (Street, city, state, and ZIP code) 1339 West Valley Highway North Auburn, Washington 98071-1469	e. Employer Representative Edward H. Vander Pol David A. Vander Pol
	g. e-Mail
	h. Number of workers employed approximately 600
i. Type of Establishment (factory, mine, wholesaler, etc.) Transportation Terminals	j. Identify principal product or service Freight services
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) 8(a)(3) and 8(a)(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 attached Basis of Charge.	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) Teamsters Locals 81, 174, 231, 252, 324, 483, 589, 690, 760, 763, 839, and 962	
4a. Address (Street and number, city, state, and ZIP code) c/o Michael R. McCarthy Reid, Pedersen, McCarthy & Ballew, L.L.P. 101 Elliott Avenue West, Suite 550 Seattle, Washington 98119	4b. Tel. No. 206.285.3610
	4c. Cell No.
	4d. Fax No. 206.282.8925
	4e. e-Mail mike@rpmb.com
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)	Tel. No. 206.285.3610
Michael R. McCarthy, Attorney (Print/type name and title or office, if any)	Office, if any, Cell No.
	Fax No. 206.285.8925
Address 101 Elliott Avenue West, Suite 550, Seattle, WA 98119	e-Mail mike@rpmb.com
	March 13, 2009 (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.

ULP against Oak Harbor Freight Lines by IBT Locals 81, 174, 231, 252, 324, 483, 589, 690, 760, 763, 839, 962 ("the Union") filed **MARCH 13, 2009**

BASIS OF CHARGE

On September 22, 2008, the Oak Harbor bargaining unit commenced an unfair labor practice strike. Prior to the strike, the Employer made contributions into several Taft-Hartley benefits trusts to supply health and welfare, pension and retiree health and welfare benefits, consistent with the terms of the expired collective bargaining agreement between Oak Harbor and the Union. By memoranda dated September 23, 2008, the Company, through its counsel, John Payne, unilaterally terminated the Employer's participation in the Taft-Hartley benefits trusts. The Company did so despite that the parties were not at impasse.

By letter dated February 12, 2009, the Union's lead spokesperson in collective bargaining, J. Allen Hobart, International Vice President of the International Brotherhood of Teamsters and President of Joint Council 28 of the Teamsters, made an unconditional offer to return to work on behalf of all bargaining unit members.

By the following conduct, among other conduct, the Company has restrained and coerced employees in the exercise of their rights, discriminated against employees on the basis of the exercise of those rights in order to discourage membership in the Union, and failed to fulfill its duty to bargain in good faith:

1. The Company has returned ULP strikers to work under unilaterally implemented terms in advance of overall good faith bargaining impasse. Specifically, the Company has violated the status quo by terminating its contributions to the health and welfare, pension, and retiree health and welfare Taft-Hartley benefit funds to which it contributed prior to the start of the ULP strike.
2. The Company has not reinstated the ULP strikers in compliance with the governing status quo and the law. Specifically, the Company has retained replacement workers hired during the strike while ULP strikers remain on layoff; retained junior employees who crossed the picket line in preference to senior ULP strikers; and returned junior strikers to work while senior strikers remain on layoff, all in contravention of the applicable status quo and the law.
3. The Company has refused to reinstate numerous ULP strikers, contending in a February 17, 2009 letter that there are no vacancies for them "due to reduced business resulting from the Union's strike...." To the extent the Company has suffered a reduction in business

resulting from the strike, the absence of vacancies is a direct consequence of the Company's illegal conduct, because the strike was in reaction to the illegal conduct. Therefore, the Company must make these ULP strikers whole, without regard to whether there are available vacancies.

The Union requests that the Company be required to re-commence contributions to the Taft-Hartley benefits funds retroactive to the date of the unconditional offer to return to work. It also requests that the Company be compelled to return ULP strikers to work in compliance with the status quo and governing law and that the strikers be made whole for all economic losses retroactive to the date of the unconditional offer to return to work. Finally, the Union requests that the Company be ordered to make whole all striking employees not returned to work due to a lack of work that resulted from the unfair labor practice strike, because the strike was itself the result of the Company's violations of law.