

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

**STA OF CONNECTICUT, INC., a wholly
owned subsidiary of STUDENT
TRANSPORTATION OF AMERICA, INC.**

and

**Cases 34-CA-12717
34-CA-12723**

CSEA/SEIU, LOCAL 2001

DECISION AND ORDER

Statement of the Cases

On January 19, 2011, STA of Connecticut, Inc., a wholly-owned subsidiary of Student Transportation of America, Inc. (the Respondent), CSEA/SEIU, Local 2001 (the Charging Party), and the Acting General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act, as amended, and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

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

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

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

Findings of Fact

1. The Respondent's business

The Respondent is a Connecticut corporation, with multiple facilities in Connecticut, including a facility located in Ledyard, Connecticut (the Ledyard facility), where it has provided bus transportation services to schools and municipalities.

In conducting its business operations at its Connecticut facilities during the 12-month period ending December 31, 2010, the Respondent, in conducting its operations described above, derived revenues in excess of \$250,000.

In conducting its business operations at its Connecticut facilities during the 12-month period ending December 31, 2010, the Respondent purchased and received goods valued in excess of \$50,000 directly from outside the State of Connecticut.

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

2. The labor organization involved

CSEA/SEIU, Local 2001 is a labor organization within the meaning of Section 2(5) of the Act.

ORDER

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

The Respondent, STA of Connecticut, Inc., a wholly-owned subsidiary of Student Transportation of America, Inc., its officers, agents, successors, and assigns shall:

1. Cease and desist from:

(a) Threatening employees with unspecified reprisals if they engage in activities on behalf of CSEA/SEIU, Local 2001 (the Union) or any other labor organization or because they engage in other protected concerted activities.

(b) Threatening employees with discharge for engaging in union or other protected concerted activities.

(c) Interrogating employees concerning their union or other protected concerted activities.

(d) Creating the impression among employees that their union or other protected concerted activities are under surveillance by the Respondent.

(e) Disciplining or discharging employees because of their union or other protected concerted activities.

(f) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of their Section 7 rights.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Within 14 days of the date of this Order, remove from its files any reference to Donna Taylor's May 31, 2010 written warning and June 9, 2010 discharge, and within 3 days thereafter notify her, in writing, that this was done and that the discipline will not be used against her in any way in the future.

(b) Make whole Donna Taylor in the amount of \$10,000.00 for the loss of pay she suffered by reason of the alleged discrimination against her.

(c) Within 14 days of service by the Region, post at its facility copies of the attached notice marked "Appendix A." Copies of the notice, on forms provided by Region 34, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an Internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

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

Dated, Washington, D.C., March 7, 2011

Craig Becker, Member

Mark Gaston Pearce, Member

Brian E. Hayes, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

NOTICE TO EMPLOYEES

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

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

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union
- Bargain collectively through a representative chosen by employees
- 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 that interferes with these rights. More specifically,

WE WILL NOT threaten you with discipline, discharge or other unspecified actions because of your activities on behalf of CSEA/SEIU Local 2001 (the Union), or any other union, or because you engage in protected activities with other employees involving your wages, hours and working conditions.

WE WILL NOT ask you about your union activities or your protected activities with other employees involving your wages, hours and working conditions.

WE WILL NOT make it appear that we are watching your union activities or your protected activities with other employees involving your wages, hours and working conditions.

WE WILL NOT discipline or discharge you because of your union activities or your protected activities with other employees involving your wages, hours and working conditions.

WE WILL NOT in any similar way interfere with your rights under Federal law described above.

WE WILL remove from our files any references to Donna Taylor's May 21, 2010 written warning and June 9, 2010 discharge, and will notify her in writing that this has been done and that the warning and discharge will not be used against her in any way in the future.

WE WILL pay Donna Taylor for the loss of pay she suffered as a result of her discharge. Donna Taylor has the right to reinstatement to her former job, and she has declined such reinstatement.

STUDENT TRANSPORTATION OF
AMERICA, INC.

(Employer)

DATE: _____

BY: _____
(Representative) (Title)