UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

ALL AMERICAN SCHOOL BUS CORP., ANJ SERVICE, INC., ATLANTIC QUEENS BUS CORP.,[1] BOBBY'S BUS CO. INC., BORO TRANSIT, INC., B-ALERT INC., ATLANTIC ESCORTS INC., CITY WIDE TRANSIT, INC., CANAL ESCORTS, INC., CIFRA ESCORTS, INC., EMPIRE STATE ESCORTS, INC., GOTHAM BUS CO. INC., GRANDPA'S BUS CO., INC., HOYT TRANSPORTATION CORP. (AND ITS ALTER EGO HOYT TRANSPORTATION CORP., DEBTOR IN POSSESSION), IC ESCORTS, INC., KINGS MATRON CORP., LOGAN TRANSPORTATION SYSTEMS, INC., LONERO TRANSIT INC., LORISSA BUS SERVICE INC., MOUNTAINSIDE TRANSPORTATION CO., INC., PIONEER SCHOOL BUS RENTAL, INC., PIONEER TRANSPORTATION CORP., RAINBOW TRANSIT INC., AMBOY BUS CO., INC., RELIANT TRANSPORTATION, INC., RPM SYSTEMS INC., SCHOOL DAYS INC. and TUFARO TRANSIT CO. INC.

and

LOCAL 1181-1061, AMALGAMATED TRANSIT UNION, AFL-CIO

Cases 29-CA-100827; 29-CA 100830; 29-CA-100833; 29-CA-100862; 29-CA-100863; 29-CA-100864; 29-CA-100865; 29-CA-100874; 29-CA-100876; 29-CA-100879; 29-CA-100885; 29-CA-100887; 29-CA-100892; 29-CA-100895; 29-CA-100914; 29-CA-100916; 29-CA-100918; 29-CA-100920; 29-CA-100923; 29-CA-100926; 29-CA-100930; 29-CA-100933; 29-CA-100935; 29-CA-100961; 29-CA-100962; 29-CA-100966; 29-CA-100967; 29-CA-100969; 29-CA-101009; 29-CA-101013; 29-CA-101014; 29-CA-101019; 29-CA-101030; 29-CA-101033; 29-CA-101036; 29-CA-101069; 29-CA-101072; 29-CA-101073; 29-CA-101083; 29-CA-101084; 29-CA-101087; 29-CA-101089; 29-CA-101092; 29-CA-101096; 29-CA-101101; 29-CA-101105; 29-CA-101108; 29-CA-101110; 29-CA-101111; 29-CA-101139; 29-CA-101146; 29-CA-101153; 29-CA-101155; 29-CA-101158 and 29-CA-101161

COUNSEL FOR THE GENERAL COUNSEL'S REPLY BRIEF IN RESPONSE TO RESPONDENTS' ANSWERING BRIEF IN OPPOSITION TO THE GENERAL COUNSEL'S CROSS-EXCEPTIONS TO THE DECISION OF THE ADMINISTRATIVE LAW JUDGE

Submitted by
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[1] Atlantic Queens Bus Corp., Atlantic Escorts, Inc., Amboy Bus Co., Inc. (the Atlantic Companies) have filed a petition in the Bankruptcy Court for the Southern District of New York seeking to reorganize under Chapter 11 of the Bankruptcy Code. The Atlantic Companies continue to operate as a debtor in possession of its estate.

FACTS

The facts have been set forth in Counsel for the General Counsel's Brief in Support of its Cross-Exceptions to the Decision of the Administrative Law Judge (Brief in Support of Cross Exceptions) and other briefs and will not be repeated herein.

ARGUMENT

In its Brief in Support of Cross Exceptions, Counsel for the General Counsel set forth arguments in support of cross-exceptions to the Decision of Administrative Law Judge Raymond Green. Counsel for the General Counsel reaffirms all arguments set forth in support of its cross-exceptions and respectfully submits that the evidence shows that even if the MFN clause was a critical issue, Respondents did not meet their burden of proving that a good-faith bargaining impasse was reached, and even if there was an impasse over the MFN clause, Respondents did not show that the impasse led to an overall breakdown in negotiations. Although the Decision stated that "the Respondents shall be required to . . . make their employees whole for all monetary losses they have incurred as a result of the unlawful unilateral changes," ALJD at 22:26-27, the Administrative Law Judge failed to recommend in the Recommended Order that all of the Respondents make employees whole, with interest, for the loss of any earnings or benefits resulting from any changes in the terms and conditions of employment made after March 10, 2013. This appears to be in inadvertent error and therefore it is respectfully requested that this remedy be added to the Order.

JUDGE GREEN'S REMEDIAL ORDER SHOULD BE CORRECTED

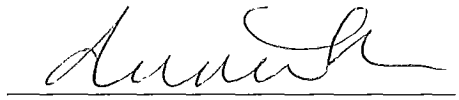
In Respondents' Answering Brief in Opposition to the General Counsel's Cross-Exceptions to the Administrative Law Judge's Decision, Respondents argue that the General

Counsel is speculating in its Cross Exceptions about omissions in the ALJ's Order. This mischaracterizes the General Counsel's Cross-Exception. The ALJ failed to include an accompanying provision for the make-whole remedy in the Recommended Order. While the General Counsel believes this was an inadvertent error, as demonstrated by the make whole provisions included in the Recommended Notice Posting (ALJD at Appendix A), the General Counsel respectfully requests that this remedy be added to the Order.

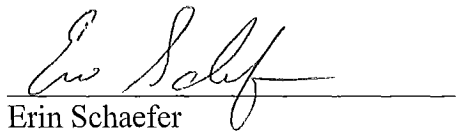
CONCLUSION

The General Counsel respectfully submits that, for the reasons set forth herein and in its Brief in Support of Cross Exceptions, the evidence shows that even if the MFN clause was a critical issue, Respondents did not meet their burden of proving that a good-faith bargaining impasse was reached, and even if there was an impasse over the MFN clause, Respondents did not show that the impasse led to an overall breakdown in negotiations. Additionally, the ALJ inadvertently omitted a make-whole remedy from the Recommended Order and the General Counsel requests that the Order be amended consistent with the General Counsel's Cross Exceptions.

Respectfully submitted January 27, 2014.



Annie Hsu



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