

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

JONATHAN B. KREISBERG,	:	14cv824(WWE)
Plaintiff,	:	
	:	
v.	:	
	:	
M & J, BUS, INC.	:	
Defendant.	:	

TEMPORARY INJUNCTION ORDER

This Order hereby restrains Respondent, its successors and assigns, its officers, representatives, agents, servants, employees, attorneys, and all members and persons acting in concert or participation with it or them, pending the final disposition of the matters involved herein pending before the Board, from:

(a) Failing and refusing to recognize, and on request, bargain in good faith with the Union as the exclusive collective bargaining representative of the unit of its employees, as set forth below;

(b) Failing and refusing to hire employees or otherwise discriminating against employees, because of their Union activity and/or because of their protected concerted activities in concert with other employees regarding terms and conditions of employment for the purpose of mutual aid and protection;

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

Respondent is hereby ordered to:

(a) Recognize and, on request, bargain collectively and in good faith with the Union as the exclusive collective-bargaining representative of all the employees in the following appropriate unit, concerning terms and conditions of employment and, if an understanding is reached, embody it in a signed agreement:

All regular School Bus Drivers, Spare Drivers and Trainers employed by the Employer at its facilities located in Suffield, Connecticut, excluding all office, clerical and maintenance employees, dispatchers, casuals, managers and supervisors as defined by the Act.

(b) Notify and bargain with the Union before making any future changes in the terms and conditions of employment of the Unit;

(c) Within fourteen (14) days of the Court's order, offer immediate reinstatement, in writing, to employees Deborah Eheander and Peggy Ann Nadeau to the positions they formerly held with First Student, Inc., displacing if necessary, any newly hired employees not previously employed by First Student, Inc., at Respondent's Suffield, Connecticut facility, who had been hired to replace them, or if those positions no longer exist, offer them employment in substantially equivalent positions, without prejudice to their seniority or other rights and privileges they would have enjoyed absent their discrimination against them;

(d) Post copies of the District Court's Order in this matter at Respondent's Suffield facility where notices to employees are customarily posted, including electronic posting if Respondent customarily communicates with employees by such means; those postings to be maintained during the pendency of the Board's administrative proceedings free from all obstructions and defacements;

(e) Grant to agents of the Board upon request reasonable access to its Suffield, Connecticut facility in order to monitor compliance with the posting requirements; and,

(f) Within twenty (20) days of the issuance of the District Court's Order, file with the Court and serve a copy to the Regional Director of Region 1, Subregion 34 of the Board, a sworn affidavit from a responsible Respondent official, setting forth with specificity the manner in which Respondent has complied with the terms of the Court's decree, including how and when it posted the documents required by the Court's decree; and the exact locations where Respondent has posted the required documents.

Dated on this 22d day of September at Bridgeport, Connecticut.

_____/s/_____
WARREN W. EGINTON
SENIOR U.S. DISTRICT JUDGE