

UNITED STATES COURT OF APPEALS  
FOR THE NINTH CIRCUIT

NATIONAL LABOR RELATIONS BOARD	:	
	:	
Petitioner	:	No.
v.	:	
	:	Board Case Nos.:
BAUER'S INTELLIGENT TRANSPORTATION, INC.	:	20-CA-148119
	:	20-CA-151225
Respondent	:	

JUDGMENT

THIS CAUSE was submitted upon the application of the National Labor Relations Board for the enforcement of a certain order on consent issued by it against Respondent, Bauer's Intelligent Transportation, Inc., their officers, agents, successors, and assigns, on September 24, 2015, in Board Case Nos. 20-CA-148119 and 20-CA-151225; and upon the record in that proceeding, certified and filed in this Court enforcing the order.

ON CONSIDERATION WHEREOF, it is ordered and adjudged by the United States Court of Appeals for the Ninth Circuit that the order of the National Labor Relations Board be, and the same is hereby enforced; and that the Respondent, Bauer's Intelligent Transportation, Inc., their officers, agents, successors, and assigns, shall abide by and perform the directions of the Board set forth in its order. (See Attached Order and Notice)

Endorsed, Judgment Filed and Entered

/s/ Molly Dwyer  
Molly Dwyer  
Clerk

NATIONAL LABOR RELATIONS BOARD

v.

BAUER'S INTELLIGENT TRANSPORTATION, INC.

**ORDER**

Bauer's Intelligent Transportation, Inc., San Francisco, Santa Clara, and Los Angeles, California, its officers, agents, successors, and assigns, shall

A. Cease and desist from

- (1) Dominating or providing unlawful assistance or support to PCDU or any other labor organization.
- (2) Recognizing PCDU as the representative of any of its employees for the purpose of dealing with the Respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other terms and conditions of employment.
- (3) Giving effect to or enforcing the collective-bargaining agreement that it entered into with PCDU about March 23, 2015, provided, however, that nothing in this Order shall require the Respondent to vary or abandon any existing wages or benefits established for employees by its current agreement with the PCDU.
- (4) Surveillance of employee union activities.
- (5) Interfering with the distribution of Union literature to employees.
- (6) Interfering with, restraining, or coercing employees in the exercise of their Section 7 rights in any like or related manner.

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

- (1) Immediately withdraw all recognition from PCDU as representative of any of its employees for the purpose of dealing with the Respondent concerning grievances, labor disputes, wages, rates of pay, hours of

employment or other terms and conditions of employment, and completely disestablish the PCDU as such representative.

- (2) Within 14 days of service by the Region, post in prominent places at the Respondent's various San Francisco and South Bay facilities copies of the attached notice marked "Appendix A." Copies of the Notice, on forms provided by Region 20, after being signed by the Respondent's authorized representative, shall be posted for a period of 60 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 internet site, and/or by other electronic means, if the Respondent customarily communicates with its employees by such means. Responsible steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.
- (3) Mail a copy of the Notice to all Commuter Drivers employed since March 6, 2015.
- (4) Within 21 days of the issuance of the Board's Order, file with the Regional Director of Region 20 of the Board, a sworn affidavit from a responsible official describing with specificity the manner in which the Respondent has complied with the terms of the Board's Order, including the locations of the posted documents.
- (5) In connection with the representation petition the Union filed in Case 20-RC-150089:
  - (a) Effective upon the signing of this agreement by all parties to this agreement and continuing until the time of the election in Case 20-RC-150089, allow the Union reasonable access to the Respondent's bulletin boards located at its San Francisco and Santa Clara Counties facilities' Dispatch;
  - (b) Effective upon the signing of this agreement by all parties to this agreement and continuing until the time of the election in Case 20-RC-150089, at receiving 72 hours advance notice by the Union, the Respondent will grant one Union representative access to its breakroom for one continuous hour, at either the San

Francisco or Santa Clara County facility, once every seven days, to meet with employees. The Respondent agrees not to schedule mandatory drivers' meetings upon receiving said notice from the Union, on the dates and at the time of meetings noticed by the Union.

**APPENDIX A**

**NOTICE TO EMPLOYEES**

**Posted by Order of the  
National Labor Relations Board  
An Agency of the United States Government**

**Cases: 20-CA-148119 and 20-CA-151225**

**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;  
Choose representatives 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** engage in surveillance of your union and protected concerted activities or engage in other conduct that makes it appear that we are engaging in such surveillance.

**WE WILL NOT** physically interfere with your ability to receive union literature.

**WE WILL NOT** form, administer, or render unlawful assistance or support to the Professional Commuter Drivers Union (PCDU), or any other labor organization.

**WE WILL NOT** recognize an organization as your exclusive collective-bargaining representative when that organization has the support of less than a majority of the employees.

**WE WILL NOT** direct our employees to meet with representatives of PCDU.

**WE WILL NOT** recognize PCDU as your collective-bargaining representative.

**WE WILL NOT** maintain or give effect to the collective-bargaining agreement between Bauer's Intelligent Transportation and PCDU entered into about March 23, 2015, or any renewal, extension or modification; provided, however, that nothing in this settlement requires the withdrawal or elimination of any wage increase or other benefits or terms and conditions of employment that may have been established pursuant to that agreement.

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

**WE WILL** immediately withdraw all recognition from and completely disestablish the PCDU and refrain from recognizing the PCDU as your representative concerning terms and conditions of employment.

**In connection with the representation petition that Teamsters, Local 665 (the Union) filed with the Board in Case 20-RC-150089:**

**WE WILL** allow the Union reasonable access to our bulletin boards at our San Francisco and Santa Clara facilities' Dispatch.

**WE WILL** grant the Union access to our employee breakrooms at either the San Francisco or Santa Clara facility, for one hour every seven days, between now and the time of the election in Case 20-RC-150089.

## **BAUER'S INTELLIGENT TRANSPORTATION**

The Board's decision can be found at [www.nlr.gov/case/20-CA-148119](http://www.nlr.gov/case/20-CA-148119) or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

