

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

**EAST END BUS LINES, INC. AND FLOYD BUS
COMPANY, INC., A SINGLE EMPLOYER,**

RESPONDENT

and

**Cases 29-CA-188517
29-CA-194097**

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS LOCAL 1205,**

CHARGING PARTY

**MOTION TO TRANSFER PROCEEDINGS TO THE BOARD
AND MOTION FOR DEFAULT JUDGMENT**

Pursuant to Section 102.24 and 102.50 of the National Labor Relations Board Rules and Regulations and Statement of Standard Procedures, Series 8, as amended, the General Counsel respectfully moves that the National Labor Relations Board: (1) transfer these cases and continue proceedings before the Board; (2) deem the allegations set forth in the Complaint issued on July 7, 2017 as admitted to be true without taking substantive evidence supporting the allegations; and (3) grant a Default Judgment and issue a Decision and Order on the basis of the following:

1. On November 21, 2016, International Brotherhood of Teamsters Local 1205 (“Union” or “Charging Party”) filed a charge in Case 29-CA-188517 alleging that East End Bus Lines, Inc. and Floyd Bus Company, Inc., A Single Employer (“Respondent”) engaged in certain unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act (“the Act”), 29 U.S.C. § 151 et seq. A copy of the charge was served by U.S. mail on the same day. A copy of the charge, along with the affidavit of service, is attached as Exhibit 1.

2. A first amended charge in Case 29-CA-188517 was filed by the Charging Party on December 21, 201, and a copy was served on Respondent by U.S. mail on December 22, 2016. A copy of the charge, along with the affidavit of service is attached as Exhibit 2.

3. The second amended charge Case 29-CA-188517 was filed by the Charging Party on January 12, 2017, and a copy was served on Respondents by U.S. mail on January 17, 2017. A copy of the charge, along with the affidavit of service is attached as Exhibit 3.

4. On January 30, 2017, based upon the charge in Case 29-CA-188571, the Regional Director for Region 29 issued a Complaint and Notice of Hearing alleging that Respondent had engaged in certain unfair labor practices in violation of the Act.

5. The charge in Case 29-CA-194097 was filed by the Charging Party, and a copy was served on Respondents by U.S. mail on March 2, 2017. A copy of the charge, along with the affidavit of service is attached as Exhibit 4.

6. On March 10, 2017, based upon the charges in Case 29-CA-188571 and Case 29-CA-194097, the Regional Director issued an Order Consolidating Complaint, Amendment to the Complaint alleging that Respondent had engaged in certain unfair labor practices in violation of the Act.

7. On March 16, 2017, Respondent entered into a bilateral informal Settlement Agreement (“the Settlement”) with the Union, which was approved by the Regional Director on that same day. A Notice to Employees (“Notice”) was made part of the Settlement Agreement. A conformed copy of the Settlement Agreement and Notice are attached as Exhibit 5.

8. The "COMPLIANCE WITH NOTICE" section of the Settlement Agreement provides that Respondent will comply with all terms and provisions of the Notice.

9. The “RESTORE THE STATUS QUO” section of the Settlement Agreement provides that:

Respondent will transfer back all bus routes (South Country School District and Longwood School District), charter, mid-day, and late runs that were performed by East End Bus Lines, Inc. ("East End") out of the Respondent's Medford yard ("Medford work"). Respondent agrees to follow the following schedule in effectuating the transfer of this work:

By March 20, 2017, Respondent will inform all current employees of Floyd Bus Company, Inc. ("Floyd") that all former Medford work will be transferred back to East End and will be performed out of the Medford yard. Respondent will solicit volunteers to transfer and perform this work as employees of East End. The employees who volunteer will begin working as employees of East End by March 27, 2017.

Beginning March 20, 2017, Respondent will transfer back the prior mid-day, late runs and charter work to the Medford yard. This work will only be performed by Floyd employees to the extent East End employees are not willing or available to perform the work.

By April 10, 2017, Respondent will fill remaining East End positions by transferring Floyd employees to East End in order of reverse seniority. Employees who were employed by First Student Inc., immediately prior to working for Floyd will be exempt from any mandatory transfer. Respondent may then fill any remaining open positions at East End with new hires. In the circumstance that Respondent is unable to fill all open positions at East End with new hires, it shall bargain in good faith with the Union. No employee transferred from Floyd to East End will have their wage rates reduced.

Respondent will provide the Region with updates on the progress of the transferred work on a weekly basis until completed.

10. The “PERFORMANCE” section of the Settlement Agreement required Respondents’ immediate compliance with the terms of the Settlement Agreement, and further addressed the event of Respondent’s non-compliance with the terms of the Settlement Agreement, providing that:

Performance by Respondent with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Respondent of notice that no

review has been requested or that the General Counsel has sustained the Regional Director.

Respondent agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Respondent, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by Respondent, the Regional Director will reissue the complaints previously issued on January 30, 2017, and March 10, 2017, in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. Respondent understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether Respondent defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Respondent on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Respondent/Respondent at the last address provided to the General Counsel.

11. By letter dated March 23, 2017, the Regional Director sent to Respondent a copy of the approved and fully executed Settlement Agreement and a cover letter soliciting Respondent's compliance with the terms of the Settlement Agreement. A copy of this letter is attached as Exhibit 6.

12. By email dated May 11, 2017, as well as in numerous telephone conversations on dates including April 27, 2017, May 5, 11, 12, 15, and 23, 2017, the Region sought evidence of Respondent's compliance with the terms of Settlement Agreement.

13. By letter dated May 24, 2017, the Regional Director notified Respondent of its default with certain affirmative obligations under the terms of the Settlement Agreement, including its failure to rescind unlawful changes it had made without first bargaining with the Union, and its failure to transfer back work to the Medford Yard consistent with the "RESTORE

THE STATUS QUO” provision of the Settlement Agreement. A copy of this letter is attached as Exhibit 7.

14. In the May 24, 2017 letter referenced above in paragraph 13, the Regional Director also notified Respondent of intent to issue complaint in Case Nos. 29-CA-188517 and 29-CA-194097 absent cure of the breach.

15. By letter dated June 8, 2017, Respondent responded to the Regional Director’s letter referenced above in paragraph 11. In this response, although Respondent contended that it had complied with the Settlement Agreement, Respondent also admitted that it had failed to comply with the affirmative obligation under the Settlement of transferring 26 big bus routes and 14 van routes from the Floyd Yard back to the Medford Yard. A copy of this letter is attached as Exhibit 8.

16. Since entering into the Settlement Agreement, and since the Settlement Agreement was approved by the Regional Director, Respondent has failed and refused to comply with certain affirmative obligations under the terms of the Settlement Agreement, despite its clear agreement to do so as set forth in the Settlement Agreement.

17. On July 7, 2017, the Regional Director issued a Complaint Based on Breach of Affirmative Provisions of Settlement Agreement (“the Complaint”), a copy of which was served by U.S. mail on Respondent the same day. A copy of the Complaint (without the attachments), along with the affidavit of service is attached as Exhibit 9.

18. As described above in Paragraph 10, the Settlement Agreement provides that in the event of non-compliance, Respondent will not contest the validity of the allegations in this reissued Complaint. Under the terms of the Settlement Agreement, and by virtue of the Respondent’s non-compliance with the terms of the Settlement Agreement: (1) Respondent has

waived its right to file an Answer to the Complaint in this matter; (2) the allegations in the Complaint are deemed admitted; and (3) no hearing is necessary regarding the allegations in the Complaint.

The Settlement Agreement provides that the only issue Respondent may raise in response to an Order to Show Cause that the Board may issue is whether Respondent defaulted on the terms of the Settlement Agreement. The Board has explicitly approved of such a provision and found it enforceable. See e.g., *Midwestern Video Personnel*, 363 NLRB No. 120 (2016); *Interiors for Today*, 338 NLRB 784 (2003); *Ernest Lee Tile Contractors*, 330 NLRB No. 61 (2000) (not published in bound volumes) (language enforceable despite partial compliance with settlement agreement). Respondent has had ample time and opportunity to fully comply with the terms of the Settlement Agreement, yet it has failed to do so.

WHEREFORE, the General Counsel respectfully moves that Board:

- (1) Transfer these cases to the Board;
- (2) Find that Respondent has waived its right to file an Answer to the Complaint under the terms of the Settlement Agreement, that the allegations of the Complaint are deemed to be true, and that no hearing is necessary; and
- (3) Issue a Decision containing findings of fact and conclusions of law based on, and in accordance with, the allegations of the Complaint, remedying such unfair labor practices, including requiring Respondent to comply with the terms of the Settlement Agreement, and granting such other relief as may be just and proper to remedy the violations described in the Complaint.

Dated: July 10, 2017



Brent Childerhose
Francisco Guzmán
Counsel for the General Counsel
National Labor Relations Board
Region 29
Two Metro Tech Center, Suite 5100
Brooklyn, NY 11201-3838

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case

Date Filed

29-CA-188517

11/21/2016

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer East End Bus Lines, Inc.		b. Tel. No. (631)345-9600
d. Address (street, city, state ZIP code) 3601 Horseblock Rd, Medford, NY 11763-2207		c. Cell No. (631)872-8101
e. Employer Representative John Mensch		f. Fax No. (631)345-0700
i. Type of Establishment (factory, nursing home, hotel) School bus yard		g. e-Mail john@eastendbus.com
j. Principal Product or Service School bus transportation		h. Dispute Location (City and State) Medford, NY
		k. Number of workers at dispute location 300

1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (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)

Since on or about September 9, 2016, the Employer unilaterally changed its past practice regarding when it paid employees for the 3 days of "dry runs" and the safety refresher course, without giving notice to Teamsters Local Union No. 1205, or giving them an opportunity to bargain over the change.

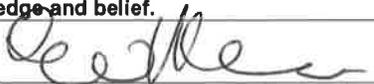
Since on or about September 30, 2016, the Employer granted a 2% wage increase to some employees without giving notice to Teamsters Local Union No. 1205, or giving them an opportunity to bargain over the wage increase.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

Teamsters Local Union No. 1205

4a. Address (street and number, city, state, and ZIP code) 246 Conklin St Ste 1, Farmingdale, NY 11735-2657		4b. Tel. No. (516)501-1205
		4c. Cell No.
		4d. Fax No. (516)501-1208
		4e. e-Mail garyk@teamsterslocal1205.org

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)

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.		Tel. No. 212-765-2100
By:  (signature of representative or person making charge)		Office, if any, Cell No.
Eric R. Greene, Esq. Print Name and Title		Fax No. 212-765-8954
Address: Spivak Lipton LLP, 1700 Broadway, 21 st Floor New York, NY 10019		e-Mail egreene@spivaklipton.com
Date: 11/21/16		

**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.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

EAST END BUS LINES, INC.

Charged Party

and

TEAMSTERS LOCAL 1205

Charging Party

Case 29-CA-188517

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on November 21, 2016, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

John Mensch
East End Bus Lines, Inc.
3601 Horseblock Rd
Medford, NY 11763-2207

November 21, 2016
Date

Delby Alba, Designated Agent of NLRB
Name


Signature

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

FIRST AMENDED CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
29-CA-188517	12/21/16

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer East End Bus Lines, Inc.		b. Tel. No. (631)345-9600
d. Address (street, city, state ZIP code) 3601 Horseblock Rd, Medford, NY 11763-2207		c. Cell No. (631)872-8101
e. Employer Representative John Mensch		f. Fax No. (631)345-0700
i. Type of Establishment (factory, nursing home, hotel) School bus yard		g. e-Mail john@eastendbus.com
j. Principal Product or Service School bus transportation		h. Dispute Location (City and State) Medford, NY
		k. Number of workers at dispute location 300

I. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1), (3), and (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 ATTACHMENT

CHARGING PARTY RESPECTFULLY REQUESTS 10(J) INJUNCTIVE RELIEF

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

Teamsters Local Union No. 1205

4a. Address (street and number, city, state, and ZIP code)

246 Conklin St Ste 1, Farmingdale, NY 11735-2657

4b. Tel. No.

(516)501-1205

4c. Cell No.

4d. Fax No.

(516)501-1208

4e. e-Mail

garyk@teamsterslocal1205.org

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)

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.

Tel. No.

212-765-2100

Office, if any, Cell No.

By: 
(signature of representative or person making charge)

Eric R. Greene, Esq.
Print Name and Title

Fax No.

212-765-8954

e-Mail

egreene@spivaklipton.com

Address: Spivak Lipton LLP, 1700 Broadway, 21st Floor
New York, NY 10019

Date: 12/21/16

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PRIVACY ACT STATEMENT**

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ATTACHMENT

1. Since in or around August 2016, the Employer transferred and/or relocated part of its business in its Medford, New York yard to another yard it operates out of Yaphank, New York, under the name Floyd Bus Company, Inc., in order to thwart the charging party's organizing campaign and avoid the Region's Decision and Certification of Representative of the charging party at the Medford yard (29-RC-168266). The Employer did this without giving notice to Teamsters, Local 1205, and without giving Teamsters, Local 1205 an opportunity to bargain over the transfers.
2. Since in or around August 2016, the Employer reduced work hours, and eliminated or restricted the work opportunities of employees within the Region-certified bargaining unit, by transferring school bus routes previously done by the employees of the Medford yard to the Yaphank yard, in order to thwart the charging party's organizing campaign and avoid the Region's Decision and Certification of Representative (29-RC-168266). The Employer did this without giving notice to Teamsters, Local 1205, and without giving Teamsters, Local 1205 an opportunity to bargain over the transfers.
3. Since in or around August 2016, the Employer reduced work hours, and eliminated or restricted the work opportunities of employees within the Region-certified bargaining unit, by transferring all charter runs, mid-day runs and late runs previously done by the employees of the Medford yard to the Yaphank yard, in order to thwart the charging party's organizing campaign and avoid the Region's Decision and Certification of Representative (29-RC-168266). The Employer did this without giving notice to Teamsters, Local 1205, and without giving Teamsters, Local 1205 an opportunity to bargain over the transfers.
4. On a date in about August 2016, the Employer, by owner John Mensch, at the safety refresher course held at the Bellport Middle School, informed employees that they are nonunion, in order to discourage support for Teamsters, Local 1205.
5. On or about September 6, 2016, the Employer, by Gerri Alexander of Human Resources, told employees that the payment for their safety refresher course and for their dry-runs would be on a date that differed from the Employer's past practice, because they selected to be represented by Teamsters, Local 1205.
6. On or about September 9, 2016, the Employer unilaterally changed its past practice regarding when it paid employees for the 3 days of "dry runs" and the safety refresher course, without giving notice to Teamsters Local Union No. 1205, or giving them an opportunity to bargain over the change.
7. Since on or about September 30, 2016, the Employer granted a 2% wage increase to certain employees without giving notice to Teamsters Local Union No. 1205, or giving them an opportunity to bargain over the wage increase.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

EAST END BUS LINES, INC.

Charged Party

and

TEAMSTERS LOCAL 1205

Charging Party

Case 29-CA-188517

AFFIDAVIT OF SERVICE OF FIRST AMENDED CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on December 22, 2016, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

John Mensch
East End Bus Lines, Inc.
3601 Horseblock Rd
Medford, NY 11763-2207

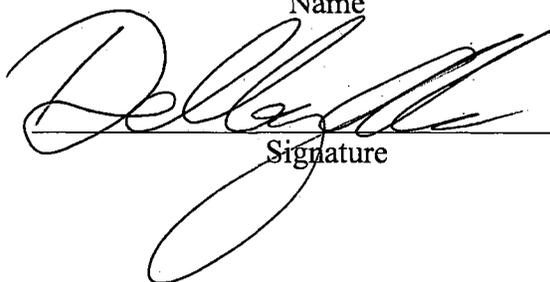
Clifford P. Chalet, ESQ.
Naness, Chalet & Naness, LLC
375 North Broadway, Suite 202
Jericho, NY 11753-2008

December 22, 2016

Date

Delby Alba, Designated Agent of NLRB

Name



Signature

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
SECOND AMENDED CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
29-CA-188517	1/12/2017

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer East End Bus Lines, Inc. and its Alter Ego (and/or Single Employer) Floyd Bus Company, Inc.		b. Tel. No. (631)345-9600
d. Address (street, city, state ZIP code) East End Bus Lines, Inc. 3601 Horseblock Rd, Medford, NY 11763-2207		c. Cell No. (631)872-8101
e. Employer Representative John Mensch		f. Fax No. (631)345-0700
Floyd Bus Company, Inc. 3 Grucci Lane Brookhaven, NY 11719		g. e-Mail john@eastendbus.com
i. Type of Establishment (factory, nursing home, hotel) School bus yard		h. Dispute Location (City and State) Medford, NY
j. Principal Product or Service School bus transportation		k. Number of workers at dispute location 300
l. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1), (3), and (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 ATTACHMENT		
CHARGING PARTY RESPECTFULLY REQUESTS 10(J) INJUNCTIVE RELIEF		

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

Teamsters Local Union No. 1205	
4a. Address (street and number, city, state, and ZIP code) 246 Conklin St Ste 1, Farmingdale, NY 11735-2657	4b. Tel. No. (516)501-1205
	4c. Cell No.
	4d. Fax No. (516)501-1208
	4e. e-Mail garyk@teamsterslocal1205.org
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)	
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.	Tel. No. 212-765-2100
By: <u>Eric R. Greene NJ</u> (signature of representative or person making charge)	Office, if any, Cell No.
Eric R. Greene, Esq. Print Name and Title	Fax No. 212-765-8954
Address: Spivak Lipton LLP, 1700 Broadway, 21 st Floor New York, NY 10019	Date: 1-12-17
	e-Mail egreene@spivaklipton.com

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

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ATTACHMENT

1. Since in or around August 2016, the Employer transferred and/or relocated part of its business in its Medford, New York yard to another yard it operates out of Brookhaven/Yaphank, New York, under the name Floyd Bus Company, Inc., in order to thwart the charging party's organizing campaign and avoid the Region's Decision and Certification of Representative of the charging party at the Medford yard (29-RC-168266). The Employer did this without giving notice to Teamsters, Local 1205, and without giving Teamsters, Local 1205 an opportunity to bargain over the transfers.
2. Since in or around August 2016, the Employer reduced work hours, and eliminated or restricted the work opportunities of employees within the Region-certified bargaining unit, by transferring school bus routes previously done by the employees of the Medford yard to the Brookhaven/Yaphank yard, in order to thwart the charging party's organizing campaign and avoid the Region's Decision and Certification of Representative (29-RC-168266). The Employer did this without giving notice to Teamsters, Local 1205, and without giving Teamsters, Local 1205 an opportunity to bargain over the transfers.
3. Since in or around August 2016, the Employer reduced work hours, and eliminated or restricted the work opportunities of employees within the Region-certified bargaining unit, by transferring all charter runs, mid-day runs and late runs previously done by the employees of the Medford yard to the Brookhaven/Yaphank yard, in order to thwart the charging party's organizing campaign and avoid the Region's Decision and Certification of Representative (29-RC-168266). The Employer did this without giving notice to Teamsters, Local 1205, and without giving Teamsters, Local 1205 an opportunity to bargain over the transfers.
4. On a date in about August 2016, the Employer, by owner John Mensch, at the safety refresher course held at the Bellport Middle School, informed employees that they are nonunion, in order to discourage support for Teamsters, Local 1205.
5. On or about September 6, 2016, the Employer, by Gerri Alexander of Human Resources, told employees that the payment for their safety refresher course and for their dry-runs would be on a date that differed from the Employer's past practice, because they selected to be represented by Teamsters, Local 1205.
6. On or about September 9, 2016, the Employer unilaterally changed its past practice regarding when it paid employees for the 3 days of "dry runs" and the safety refresher course, without giving notice to Teamsters Local Union No. 1205, or giving them an opportunity to bargain over the change.
7. Since on or about September 30, 2016, the Employer granted a 2% wage increase to certain employees without giving notice to Teamsters Local Union No. 1205, or giving them an opportunity to bargain over the wage increase.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

EAST END BUS LINES, INC.
Charged Party
and
TEAMSTERS LOCAL 1205
Charging Party

Case 29-CA-188517

AFFIDAVIT OF SERVICE OF SECOND AMENDED CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on January 17, 2017, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

John Mensch
East End Bus Lines, Inc.
3601 Horseblock Rd
Medford, NY 11763-2207

Clifford P. Chalet, ESQ.
Naness, Chalet & Naness, LLC
375 North Broadway, Suite 202
Jericho, NY 11753-2008

Floyd Bus Company
3 Grucci Ln
Brookhaven, NY 11719-9423

January 17, 2017

Date

Delby Alba, Designated Agent of NLRB

Name


Signature

UNITED STATES OF AMERICA
 NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
29-CA-194097	3/2/2017

INSTRUCTIONS:

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer East End Bus Lines, Inc. and Floyd Bus Company, Inc. as a single employer		b. Tel. No. (631) 345-9600
		c. Cell No. (631) 872-8101
d. Address (street, city, state ZIP code) East End Bus Lines, Inc. 3601 Horseblock Rd. Medford, NY 11763-2207	e. Employer Representative John Mensch	f. Fax No.
		g. e-Mail john@eastendbus.com
		h. Dispute Location (City and State) Medford, NY
i. Type of Establishment (factory, nursing home, hotel) School Bus	j. Principal Product or Service School Bus Transpiration	k. Number of workers at dispute location 300

I. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), (1) and (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)

Since on or about six months from the filing of this charge, the Employer subcontracted and/or contracted out part of its business in its Medford, New York yard to other bus service providers. The Employer did this without giving notice to Teamsters, Local 1205, and without giving Teamsters, Local 1205 an opportunity to bargain over the subcontracting and/or contracting out.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

Teamsters Local Union No. 1205

4a. Address (street and number, city, state, and ZIP code) 246 Conklin St., Ste. 1, Farmingdale, NY 11735-2657	4b. Tel. No. (516) 501-1205
	4c. Cell No.
	4d. Fax No. (516) 501-1208
	4e. e-Mail garyk@teamsterslocal1205.org

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)

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.

Tel. No. 212-765-2100
Office, if any, Cell No.
Fax No. 212-765-8954
e-Mail

By:  Eric R. Greene, Attorney
 (signature of representative or person making charge) Print Name and Title

Address: Spivak Lipton LLP
 1700 Broadway, 21st Floor
 New York, NY 10019
 Date: March 1, 2017

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.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

**EAST END BUS LINES, INC. AND FLOYD BUS
COMPANY, INC. AS A SINGLE EMPLOYER**

Charged Party

and

TEAMSTERS LOCAL UNION NO. 1205

Charging Party

Case 29-CA-194097

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on March 2, 2017, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

John Mensch
East End Bus Lines, Inc.
3601 Horseblock Rd
Medford, NY 11763-2207

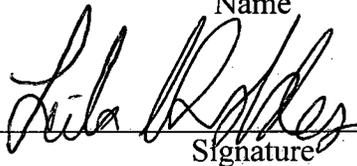
Floyd Bus Company
3 Grucci Ln
Brookhaven, NY 11719-9423

March 2, 2017

Date

Leila Robles, Designated Agent of NLRB

Name



Signature

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

**East End Bus Lines, Inc. and Floyd Bus Company, Inc.,
A Single Employer**

**Case 29-CA-188517
Case 29-CA-194097**

Subject to the approval of the Regional Director for the National Labor Relations Board, **East End Bus Lines, Inc. and Floyd Bus Company, Inc., A Single Employer** (“Respondent”) and Local 1205, International Brotherhood of Teamsters (the “Charging Party” or the “Union”) **HEREBY AGREE TO SETTLE THE ABOVE MATTERS AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to Respondent in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Respondent will then sign and date those Notices and immediately post them in the drivers' room, dispatchers' office, safety office, safety training room, and any other location where employees congregate at the Respondent's facilities located at 3601 Horseblock Road, Medford, New York (“Medford yard”), and 3 Grucci Lane, Brookhaven, New York (“Floyd yard”). Respondent will keep all Notices posted for 60 consecutive days after the initial posting.

READING OF NOTICE — Respondent will hold a meeting or meetings during work hours, scheduled to ensure the widest possible attendance on each shift, at which John Mensch, President will read the Notice in English in the presence of a Board agent and a representative of the Union. The reading will take place at a time when Respondent would customarily hold meetings and must be completed prior to the completion of the 60-day Notice posting period. The date and time(s) of the reading must be approved by the Regional Director. The announcement of the meeting to employees will be in the same manner Respondent normally announces meetings and must be approved by the Regional Director.

COMPLIANCE WITH NOTICE — Respondent will comply with all the terms and provisions of said Notice.

RESTORE THE STATUS QUO — Respondent will transfer back all bus routes (South Country School District and Longwood School District), charter, mid-day, and late runs that were performed by East End Bus Lines, Inc. (“East End”) out of the Respondent’s Medford yard (“Medford work”). Respondent agrees to follow the following schedule in effectuating the transfer of this work:

By March 20, 2017, Respondent will inform all current employees of Floyd Bus Company, Inc. (“Floyd”) that all former Medford work will be transferred back to East End and will be performed out of the Medford yard. Respondent will solicit volunteers to transfer and perform this work as employees of East End. The employees who volunteer will begin working as employees of East End by March 27, 2017.

Beginning March 20, 2017, Respondent will transfer back the prior mid-day, late runs and charter work to the Medford yard. This work will only be performed by Floyd employees to the extent East End employees are not willing or available to perform the work.

By April 10, 2017, Respondent will fill remaining East End positions by transferring Floyd employees to East End in order of reverse seniority. Employees who were employed by First Student Inc., immediately prior to working for Floyd will be exempt from any mandatory transfer. Respondent may then fill any remaining open positions at East End with new hires. In the circumstance that Respondent is unable to fill all open positions at East End with new hires, it shall bargain in good faith with the Union. No employee transferred from Floyd to East End will have their wage rates reduced.

Respondent will provide the Region with updates on the progress of the transferred work on a weekly basis until completed.

East End has submitted bids for the Medford work for South Country School District and Longwood School District for the 2017-2018 school year and is waiting for the results of the bids. Floyd has not bid on that work.

PAYMENT OF WAGES AND BENEFITS — Respondent agrees to make whole all the Unit employees employed by Respondent who lost wages as a result of Respondent's transfers of bus routes, charter runs, late runs, and mid-day runs out of the Medford yard. Within the most practicable time period after the signing of this agreement, and no longer than 45 days, the Parties will jointly prepare a backpay repayment schedule for the discriminatees employees.

Absent Respondent and the Regional Director reaching agreement on a backpay repayment schedule, the Regional Director will issue a Backpay Specification and Notice of Hearing setting forth the backpay due to each discriminatee. Respondent may contest any of the employees' eligibility to receive awarded backpay, as well as the Regional Director's calculations, at a Hearing before an Administrative Law Judge, who will issue a decision, which may be appealed to the Board. In due course, the Board will issue a Decision and Order. The parties further agree that, in the event that Respondent does not comply with the Board's Order, nothing precludes the Board from filing an application for enforcement, or Respondent from filing an application to deny enforcement, with the appropriate U.S. Court of Appeals.

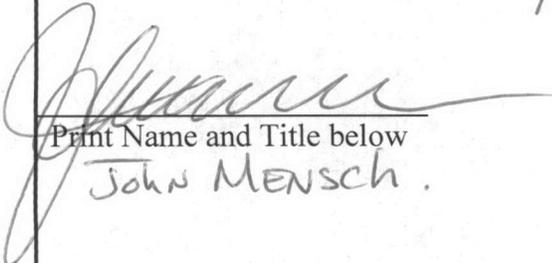
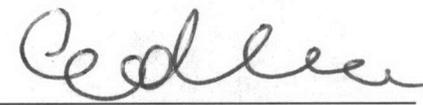
Respondent will make appropriate withholdings for each named employee. No withholdings should be made from the interest portion of the backpay. Respondent will also file a Social Security report with the Regional Director allocating the payment(s) to the appropriate calendar year. Respondent will reimburse East End employees for the adverse tax consequences, if any, of receiving a lump-sum backpay award.

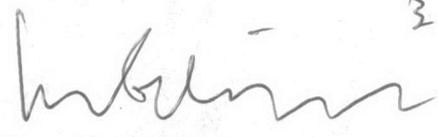
EXTENSION OF CERTIFICATION YEAR — Respondent agrees to bargain in good faith with the Charging Party, as the recognized bargaining representative of the unit, on request, and the certification year in Case 29-RC-168266 will be extended for an additional twelve-month period after the Regional Director approves this Agreement, consistent with *Mar-Jac Poultry*, 136 NLRB 785 (1962).

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was

enforcing the Board order ex parte, after service or attempted service upon Respondent/Respondent at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps Respondent has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Respondent complies with the terms and conditions of this Settlement Agreement and Notice.

Respondent East End Bus Lines, Inc. and Floyd Bus Company, Inc., A Single Employer	Charging Party International Brotherhood of Teamsters, Local 1205
By: Name and Title Date 3/16/17	By: Name and Title Date 3/16/17
 Print Name and Title below John Mensch.	 Print Name and Title below Eric R. Greene, Counsel

Recommended By: Date 3.16.17	Approved By: Date 3/16/2017
 Brent E. Childerhose, Francisco Guzmán Field Attorneys, Region 29 National Labor Relations Board	 Kathy Drew King Regional Director, Region 29 National Labor Relations Board

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative 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 in any manner interfere with your rights under Section 7 of the Act.

LOCAL 1205, INTERNATIONAL BROTHERHOOD OF TEAMSTERS (“the Union”), is the representative in dealing with us regarding your wages, hours and other working conditions of employment in the following unit of employees at East End Bus Lines, Inc. (“East End”):

All full-time and regular part-time drivers, monitors, mechanics, dispatchers, and maintenance workers employed by Respondent at its facility located at 3601 Horseblock Road, Medford, New York, but excluding all other employees, guards, watchmen, office clerical employees, professional employees, confidential employees, and supervisors as defined in Section 2(11) of the Act.

WE WILL NOT transfer, reduce or subcontract out employees’ bus routes, charter runs, late runs, or mid-day runs because of their support for or membership in the Union, or any other labor organization.

WE WILL NOT refuse to meet and bargain in good faith with the Union regarding any proposed changes in wages, hours and working conditions and unless we and the Union reach a good faith, valid impasse in bargaining before putting our proposed changes into effect.

WE WILL NOT tell employees that we changed the timing of when they were paid for safety refresher courses and dry runs because they selected the Union as their collective bargaining representatives.

WE WILL NOT tell employees that there is no benefit to having chosen the Union as their exclusive collective bargaining representative.

WE WILL restore the bus routes, charter runs, late runs, and mid-day runs that were transferred out of the Medford yard back to the Medford yard.

WE WILL pay East End employees for the wages and other benefits that they lost because we transferred, reduced or subcontracted out their bus routes, charter runs, late runs, and mid-day runs.

WE WILL pay East End employees for the wages and other benefits they lost because of the changes to terms and conditions of employment that we made without bargaining with the Union and without reaching a valid, good faith impasse.

WE WILL bargain in good faith with the Union as the exclusive collective-bargain representative of our unit employees at East End.

WE WILL, if requested by the Union, rescind any or all changes to your terms and conditions of employment that we made without bargaining with the Union and reaching a good faith, valid impasse.

WE WILL make appropriate withholdings for each discriminatee. No withholdings will be made from the interest portion of the backpay. **WE WILL** will also file a Social Security report with the Regional Director allocating the payment(s) to the appropriate calendar year.

WE WILL pay East End employees for the adverse tax consequences, if any, of receiving a lump-sum backpay award.

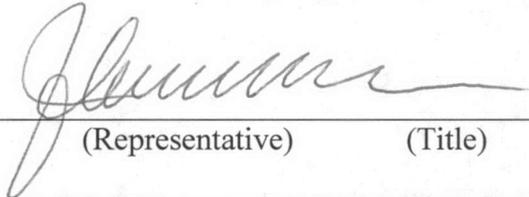
**East End Bus Lines, Inc. and Floyd Bus Company, Inc.,
A Single Employer**

(Respondent)

Dated:

3/16/17

By:

 PRES.

(Representative)

(Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by Respondents and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

Two Metro Tech Center, Suite 5100
Brooklyn, NY 11201-3838

Telephone: (718) 330-7713

Hours of Operation: 9:00 a.m. to 5:30 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Office.



United States Government

NATIONAL LABOR RELATIONS BOARD

Region 29

Two MetroTech Center – 5th floor

Brooklyn, New York 11201-3838

Agency Website: www.nlrb.gov

Telephone No. (718) 765-6190

Fax (718) 765-6190

March 23, 2017

East End Bus Lines, Inc.
3601 Horseblock Road
Medford, NY 11763-2207
Attention: John Mensch, President

Floyd Bus Company, Inc.
3 Grucci Lane
Brookhaven, NY 11719-9423
Attention: John Mensch, President

Re: East End Bus Lines, Inc. and Floyd Bus
Company, Inc., A Single Employer
Case Nos. 29-CA-188517, 194097

Dear Mr. Mensch:

Enclosed is a conformed copy of the Settlement Agreement in the above matter which was approved on March 16, 2017. This letter discusses what the Respondent needs to do to comply with the Agreement.

Post Notice: Enclosed are fifteen (15) copies of the Notice to Employees. In compliance with the Agreement, a responsible official of the Respondent, not the Respondent's attorney, must sign and date the Notices before posting them. The Notices should be posted in the drivers' room, dispatchers' office, safety office, safety training room, and any other location where employees congregate at the Respondent's facilities located at 3601 Horseblock Road, Medford, New York ("Medford Yard"), and 3 Grucci Lane, Brookhaven, New York ("Floyd Yard"), and should also be displayed where notices to employees are customarily posted, **for a period of 60 consecutive days**. The Respondent must take reasonable steps to ensure that the Notices are not altered, defaced or covered by other material. If additional Notices are required, please contact the Compliance Officer Ellen Farben at (718) 765-6190. During the posting period, a member of the Regional Office staff may visit the Respondent's facility to inspect the Notices.

Reading of Notice: The Settlement also provides that Respondent will hold a meeting or meetings during work hours, scheduled to ensure the widest possible attendance on each shift, at which John Mensch, President, will read the Notice in English in the presence of a Board Agent and a representative of the Union. The reading will take place at a time when Respondent would customarily hold meetings and must be completed prior to the completion of the 60-day Notice

posting period. The date and time(s) of the reading must be approved by me. The announcement of the meeting to employees will be in the same manner Respondent normally announces meetings and must be approved by me.

Certification of Compliance: Certification of Compliance Forms are enclosed. Certification of Compliance, Part One (only relevant sections), should be completed and returned by not later than April 6, 2017, with two signed and dated original Notices. The Certification of Compliance Part Two (only relevant sections) should also be completed and returned by not later than April 6, 2017. If the Certifications of Compliance and signed Notices are returned via e-file or e-mail, no hard copies of the Certifications of Compliance or Notice are required.

Remedial Actions:

Restore the Status Quo: The Settlement Agreement provides that Respondent will transfer back all bus routes (South Country School District and Longwood School District), charter, mid-day, and late runs that were performed by East End Bus Lines, Inc. ("East End") out of the Respondent's Medford Yard ("Medford Work"). Respondent agrees to the following schedule in effectuating the transfer of this work:

By March 20, 2017, Respondent will inform all current employees of Floyd Bus Company, Inc. ("Floyd") that all former Medford work will be transferred back to East End and will be performed out of the Medford yard. Respondent will solicit volunteers to transfer and perform this work as employees of East End. The employees who volunteer will begin working as employees of East End by March 27, 2017.

Beginning March 20, 2017, Respondent will transfer back the prior mid-day, late runs and charter work to the Medford Yard. This work will only be performed by Floyd employees to the extent East End employees are not willing or available to perform the work.

By April 10, 2017, Respondent will fill remaining East End positions by transferring Floyd employees to East End in order of reverse seniority. Employees who were employed by First Student Inc., immediately prior to working for Floyd will be exempt from any mandatory transfer. Respondent may then fill any remaining open positions at East End with new hires. In the circumstance that Respondent is unable to fill all open positions at East End with new hires, it shall bargain in good faith with the Union. No employee transferred from Floyd to East End will have their wage rates reduced.

Respondent has agreed that it will provide the Region with updates on the progress of the transferred work on a weekly basis until completed.

East End has submitted bids for the Medford work for South Country School District and Longwood School District for the 2017-2018 school year and is waiting for the results of the bids. Floyd has not bid on that work.

Production of Documents: The Settlement Agreement provides that the Respondent will make whole all the unit employees employed by Respondent who lost wages as a result of Respondent's transfers of bus routes, charter runs, late runs, and mid-day runs out of the Medford Yard. Within the most practicable time period after the signing of this Agreement, and

no longer than 45 days, the Parties will jointly prepare a backpay repayment schedule for the discriminatees. Respondent will make appropriate withholdings for each named employee. **Specifically**, backpay checks will be made payable to the individual discriminatees, less deductions for Social Security and withholding taxes. Backpay should be treated as wages in the year paid (See IRS Publication 15-A for more information). The checks should be accompanied by explanatory statements reflecting the amounts of deductions. In lieu of a current W-4 form concerning federal income tax withholdings, the Respondent should consult IRS Publication 15 for guidance. **No withholdings should be made from the interest portion or excess tax liability of the backpay.**

In an effort to enable the Regional office to analyze the amount due pursuant to the Settlement Agreement, it is requested, that Respondent provide copies of the following documents to the Compliance Officer within 14 days from the date of this letter

1. For all unit employees affected by the transfer of work, as detailed above, identify:

- Full employee name
- Last known home address
- Last known telephone number
- Social Security Number
- Last known email address

2. For school years 2015/2016 and 2016/2017, provide weekly payroll records for all affected unit employees, which will show

- Straight time hourly wage rate(s)
- Overtime hourly wage rates(s)
- Straight time hours worked per week
- Overtime hours worked per week
- Charter run hours and associated wage rates
- Late run hours and associated wage rates
- Mid-day run hours and associated wage rates

3. **For Ms. Lori Monroig only, provide weekly payroll records for school years 2014/2015, 2015/2016 and 2016/2017, which will show all the hours and rates described directly above in item 2.**

4. Payroll records must also indicate all other paid time taken by employees, such as holidays and any and all leave days, as well as additional payments earned.

Once the Region has received the requested records as detailed above, I will be in contact with you regarding the amount of monies owed to the discriminatees and a repayment schedule will be discussed.

Excess Tax Liability: The Settlement Agreement provides that Respondent will compensate any employee who receives backpay under the Agreement for adverse tax consequences, if any, of receiving a lump-sum award.

East End Bus Lines, Inc. and Floyd Bus Company, Inc., A Single Employer
Case Nos. 29-CA-188517, 194097

National Labor Relations Board, Region 29
Attention: Kathy Drew-King, Regional Director
2 Metrotech Center
Suite 5100
Brooklyn, NY 11201-3838

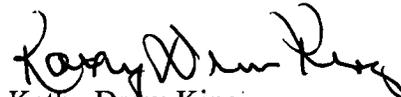
Bargaining: Extension of Certification Year: Respondent agrees to bargain in good faith with the Charging Party, on request, and the certification year in Case 29-RC-168266 will be extended for an additional twelve month period after my approval date of this Agreement. Respondent has agreed to rescind any and or all changes to employees' terms and conditions of employment that were made without bargaining with the Union and reaching a good faith, valid impasse.

Please advise me of the date, time and place when negotiations begin. Thereafter, until this case is closed, please keep all relevant correspondence, proposals, notes, and other documents and periodically send me written updates on the progress of negotiations.

Closing the Case: When all the affirmative provisions of the Settlement Agreement have been fully complied with and there are no reported violations of its negative provisions, you will be notified that the case has been closed on compliance. Timely receipt of the signed and dated Notices and the Certification of Compliance forms will assist the Region in closing the case in a timely manner.

Your cooperation in this matter will be appreciated.

Very truly yours,


Kathy Drew-King
Regional Director

Enclosures:

Copy of Conformed Settlement Agreement
Notices to Employees
Certification of Compliance Form, Part One
Certification of Compliance Form, Part Two
Report of Backpay Paid Under the National Labor Relations Act

Cc:

Naness, Chaiet & Naness, LLC
375 North Broadway, Suite 202
Jericho, NY 11753-2008
Attention: Clifford P. Chaiett, Esq.
Matthew W. Groh

Spivak Lipton, LLP
1700 Broadway, 21st Floor
New York, N.Y. 10019
Attention: Eric R. Greene, Esq.



United States Government

NATIONAL LABOR RELATIONS BOARD

Region 29

Two MetroTech Center – 5th floor

Brooklyn, New York 11201-3838

Agency Website: www.nlrb.gov

Telephone No. (718) 765-6190

Fax (718) 330-7579

May 24, 2017

By Facsimile (973) 741-2312

Email: PAjalat@littler.com

Littler Mendelson, P.C.

One Newark Center

1085 Raymond Blvd.

8th Floor

Newark, NJ 07102

Attention: Peter Ajalat, Esq.

Re: East End Bus Lines, Inc. and Floyd Bus
Company, Inc., A Single Employer
Case Nos. 29-CA-188517, 194097

Dear Mr. Ajalat:

This letter is to notify you that East End Bus Lines, Inc. and Floyd Bus Company, Inc., A Single Employer, herein “Respondent”, is in default of key terms of the Settlement Agreement, approved on March 16, 2017, and to instruct you on the steps that must be taken to cure the default.

As of today’s date, Respondent has failed to comply or provide evidence of its compliance with the following terms:

- i) Bargain in good faith with the Union (see the Notice);
- ii) Rescind any or all changes made, without first bargaining in good faith with the Union, to terms and conditions of employment (see the Notice);
- iii) “Restore the Status Quo” (See the Settlement Agreement). Specifically, the Employer has failed to transfer the work in accordance with the terms of this section of the Settlement Agreement.

By letter dated March 23, 2017, and a follow up email on May 11, 2017, as well as by numerous telephone conversations on April 27, 2017 and several dates in May 2017 (5th, 11th, 12th, 15th, 23rd), the Region discussed and provided instructions on the steps necessary to comply with your client’s obligations under the Settlement Agreement. To date, the Employer has failed to provide the Region with updates on the progress of transferred work, with evidence of bargaining, and with evidence that it has rescinded the unilateral changes to terms and conditions of employment.

Accordingly, you are notified that the Respondent is in default of the terms of the Settlement Agreement. **To comply and avoid a possible default, Respondent must, by c.o.b. Wednesday, June 8, 2017, provide evidence that it is bargaining in good faith with the Union, has rescinded the unilateral changes to terms and conditions of employment, and has transferred the work described in the "Restore the Status Quo" section of the Settlement Agreement.** If the Respondent fails to cure its default by June 8, 2017, I will revoke the Settlement Agreement and issue a Complaint, and thereafter seek Default Judgment on the allegations of the Complaint.

If you wish to discuss this matter, please contact Ellen Farben, the Region's Compliance Officer, at (718) 765-6190

Very truly yours,



Kathy Drew King
Regional Director

Enclosures:
Conformed Copy of Settlement Agreement
Compliance Instructions Letter dated March 23, 2017

June 8, 2017

Peter B. Ajalat
973.848.4737 direct
973.848.4700 main
973.741.2312 fax
pajalat@littler.com

VIA EMAIL & FEDERAL EXPRESS MAIL

Kathy Drew King, Regional Director
National Labor Relations Board, Region 29
Two Metrotech Center, 5th Floor
Brooklyn, NY 11201-3838

**Re: East End Bus Lines, Inc., and Floyd Bus
Company, Inc., a Single Employer
Case Nos. 29-CA-188517 & 29-CA-194097**

Dear Ms. King:

This Firm represents East End Bus Lines, Inc. ("East End"), and Floyd Bus Company, Inc., ("Floyd") (collectively referred to as "Company") in the above-referenced matter. Please accept this letter as the Company's response to the Region's correspondence dated May 24, 2017.

The Region's correspondence states in pertinent part, "[A]s of today's date, Respondent has failed to comply or provide evidence of its compliance with the following terms: i) Bargain in good faith with the Union (see the Notice); ii) Rescind any or all changes made, without first bargaining in good faith with the Union, to terms and conditions of employment (see the Notice); iii) Restore the Status Quo (See Settlement Agreement). Specifically, the Employer has failed to transfer the work in accordance with the terms of this section of the Settlement agreement." The Region alleges that the Company is in default of the terms of the Settlement Agreement and, to avoid default, requests that the Company provide evidence that it is bargaining in good faith with the Union, has rescinded the unilateral changes to terms and conditions of employment, and has transferred the work described in the "Restore the Status Quo" section of the Settlement Agreement.

Set forth below is the Company's response to the Region's correspondence and evidence that the Company is not in default of the terms of the Settlement Agreement and has, in fact, complied with all of its terms.

I. The Company Has Restored the Status Quo And Rescinded Unilateral Changes To The Terms And Conditions Of Employment

In order to restore the status quo, *the Settlement Agreement first required the Company to inform all Floyd employees that all former Medford work will be transferred back to East End and will be performed out of the Medford Yard. The Company complied with this requirement of the Settlement Agreement.* On March 20, 2017, the Company held a meeting at which it informed Floyd employees that all former Medford work will be transferred back to East End and will be performed out of the Medford Yard. *See Exhibit 1.* At that meeting, the Company solicited volunteers to transfer and perform this work as employees of East End. *Id.* As a result, four (4) Floyd employees volunteered to transfer and began work as employees of East End by March 27, 2017. *Id.*

The Settlement Agreement also required the Company to transfer back the prior mid-day, late run, and charter work to the Medford yard, and to have Floyd employees perform this work only to the extent East End employees are not willing or available to perform the work. The Company complied with this requirement of the Settlement Agreement. Beginning on March 20, 2017, the Company transferred back mid-day, late run and charter work to the Medford Yard. First, in or about April 2017, eight (8) East End employees agreed to take on extra work assignments in the form of mid-day, late runs, and charter work. *See Exhibit 2.* These were for the South Country School District and included, but were not limited to, the BHS/Islip Tech midday run, BAC shuttle run, St. Anthony's late run, BHS/OSS late run, Mercy run, and St. John's late run. *Id.* In addition, four (4) employees voluntarily transferred from Floyd's Grucci Yard to the Medford yard to perform the mid-day, late run, or charter runs also from the South Country School District. *See Exhibit 3.* As a result of the above, most of the mid-day, late runs, and charter work was transferred back to Medford. While some work continued to be performed by Floyd employees, this occurred only because East End employees were not willing or available to perform the work, as per the terms of the Settlement Agreement.

Finally, the Settlement Agreement required the Company to fill all remaining East End positions by transferring Floyd employees to East End in order of reverse seniority by April 10, 2017, to fill any remaining open positions at East End with new hires, and to bargain in good faith with the Union in the event the Company is unable to fill all open positions at East End. The Company complied with this requirement of the Settlement Agreement. First, in April 2017, the Company notified over 30 Floyd employees that their routes were being transferred to the Medford yard and simultaneously sought assurance from those employees that they would accept employment at the Medford yard. Unfortunately, in response, almost all Floyd employees refused to accept employment even with assurances that there would be no change to their compensation package. The reasons for the staunch refusals were varied but made clear that "forcing" these employees to transfer would not effectuate any transfer of the work to the Medford yard; instead, it would only compound the Company's driver shortage problem both at Medford and Floyd because Floyd drivers may sooner leave the Company than accept

employment at Medford. This also would have potentially jeopardized the Company's school bus contracts.

As a result, the Company then sought to fill the open positions with new hires, in accordance, and as contemplated by, the Settlement Agreement. The Company made several efforts to recruit and hire new drivers. It placed two separate job postings on indeed.com. *See* Exhibit 4. The Company offered new hires a \$1,250 signing bonus. *Id.* The Company also posted a banner advertising open driver positions at a local car wash on Montauk Highway, a high traffic area. *See* Exhibit 5. Again, the Company offered a \$1,250 signing bonus. *Id.* Finally, the Company set up an employee referral program whereby employees who refer candidates that the Company employs receive a \$1,000 bonus. *See* Exhibit 6. While the Company has successfully recruited 13 new hires since March as a result of these efforts, this has not had a positive impact on the net number of routes at Medford due to the number of terminations and/or employees who have gone out on disability since then (17, collectively). *See* Exhibit 7. In addition, the Company's efforts have been impeded by a general bus driver shortage on Long Island and the surrounding areas.

In further compliance with the Settlement Agreement, the Company also has bargained in good-faith with the Union regarding the transfer of work to Medford. Beginning in April 2017, the Company and the Union met to discuss the Company's efforts to relocate the work from the Floyd yard to East End. The Company detailed for the Union all of the foregoing obstacles encountered in seeking to transfer employees and hire sufficient employees to cover the transferred and open routes. The Company openly sought solutions and assistance from the Union in filling the positions. While the Union repeatedly indicated its desire to help increase the number of drivers at Medford, none of the handful of applicants it referred were qualified to perform the job. The Company continued to bargain with the Union, in accordance with the Settlement Agreement, and, most recently at a bargaining session on May 30, 2017, sought any additional applicants the Union could refer to the Company. At that meeting, the Union representatives openly acknowledged that it was not in any position to refer any substantial number of drivers for the Company.

Nonetheless, the Company made one final effort to transfer routes from Floyd to Medford by personally appealing to the Floyd drivers in early June 2017, to accept employment at Medford. One additional employee agreed at that time. *See* Exhibit 8.

Based on the foregoing, it is abundantly clear that the Company has complied with its obligations related to the transfer of the Medford work. Because very few Floyd employees were willing to accept employment at Medford through a transfer (and there is no lawful means to "force" such employment), the Company properly resorted to the other steps contemplated and outlined in the Settlement Agreement; indeed, the fact that the Settlement Agreement expressly provided for the hiring of new employees and bargaining in good faith with the Union underscores that the parties (and Region) understood that transfers from Floyd by themselves

Kathy Drew King, Regional Director
National Labor Relations Board, Region 29
June 8, 2017
Page 4

may not effectuate the transfer of all work. Thus, through its extensive efforts, the Company successfully hired 13 additional employees in Medford, and has continued its effort to recruit additional employees. The Company also bargained in good faith with the Union with the object of returning all of the routes to Medford. Unfortunately, as explained above, these efforts were impeded, in part, by the departure/leaves of absence of 17 other Medford employees, and the existence of 12 other open routes at Medford, as well as a general shortage of bus drivers on Long Island. As a result, 26 big bus routes and 14 van routes were not returned to Medford before the end of this school year, a fact that could not be avoided even in the face of the Company's compliance with the Settlement Agreement.

II. The Company Has And Continues To Bargain In Good Faith With The Union

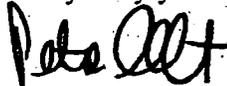
The Settlement Agreement also required the Company to bargain in good faith with the Union. Since the execution of the Settlement Agreement, the parties have met for negotiations and bargained approximately four times, and are scheduled to meet for negotiations and continue to bargain on June 13, 2017 and on June 26, 2017. The parties have made substantial progress since negotiations commenced supporting the assertion that East End has bargained in good faith with Teamsters Local 1205. As an illustration, East End has responded to every one of Teamsters Local 1205 contract proposals with a counter-proposal. To date, East End and Teamsters Local 1205 have a tentative agreement on various non-economic contract language/terms including but not limited to recognition, non-discrimination, management rights and the grievance procedure. East End will continue to bargain in good-faith with Teamsters Local 1205.

III. CONCLUSION

Based on the foregoing, it is clear that the Company is not in default of the terms of the Settlement Agreement and is in compliance with the terms of the Settlement Agreement.

Should the Region have any questions or require any additional evidence to further underscore the Company's compliance with the Settlement Agreement, please do not hesitate to reach out to me.

Very truly yours,



Peter B. Ajalat

PBA/JJS

cc: East End Bus Lines, Inc. (via-email)

Firmwide:148057221.4 092455.1000

EXHIBIT 1

Employees in Attendance on 3-20-17 Returning the Status Quo to Medford.

Print: Employee Name	Transfer to Medford	Signature
Regine Roche		Regine Roche
Soyce Dorso		Soyce Dorso
Sonia Perez		Sonia Perez
Tim Hernandez		Tim Hernandez
Marshannon Brunk		Marshannon Brunk
Stacy Kirchner		Stacy Kirchner
Krysta Capersino		Krysta Capersino
Dawn Roa		Dawn Roa
Sebuna Jack		Sebuna Jack
KATHLEEN KOVALCHUK		KATHLEEN KOVALCHUK
Elliot Newton		Elliot Newton
Regina Sue Heaton		Regina Sue Heaton
Liz Hollmann		Liz Hollmann
Awilda Diaz		Awilda Diaz
JOE FALCI		JOE FALCI
Dan Munn		Dan Munn
Stephan Cummins		Stephan Cummins
Joann Emma Rivo		Joann Emma Rivo
Jeanne M. Terry		Jeanne M. Terry
Folanda Carlton	Folanda Carlton	Folanda Carlton
Laura Stepper		Laura Stepper
Esther Candelario		Esther Candelario

Employees in Attendance on 3-20-17 Returning the Status Quo to Medford.

Print Employee Name	Transfer to Medford	Signature
Victoria Martinetto		Victoria Martinetto
Jim Sikorski		[Signature]
Denise Fleming		Denise Fleming
Jessie Larsen Abate		[Signature]
Maureen Brucato		Maureen Brucato
Robert Whitmore		[Signature]
Jill DiGiacomo		Jill DiGiacomo
Kathy Olivo		Kathy Olivo
Colleen Perino		Colleen Perino
Alyce Barton		Alyce Barton
Claire Rudaski		Claire Rudaski
Theresa Wimbush		Theresa Wimbush
Nachele Holland		Nachele Holland

Employees in Attendance on 3-20-17 Returning the Status Quo to Medford.

Print Employee Name	Transfer to Medford	Signature
Scott Cajigas		Scott Cajigas
DEBRA FINN		DEBRA FINN
Asmia Rodriguez		Asmia Rodriguez
Anthony Kaplan		Anthony Kaplan
Shela Donke		Shela Donke
Alicia Davidson		Alicia Davidson
Shondrell Mitchell		Shondrell Mitchell
Daniel Rivera		Daniel Rivera
HINDI TRACY		Hindi Tracy
Erica Win		Erica Win
Kathleen Hartman		Kathleen Hartman
Brenda Alcorn		Brenda Alcorn
Joyce Kinderman		Joyce Kinderman
Patricia Bertke		Patricia Bertke
She Collins	DC. yes	She Collins
Michael Lentz		Michael Lentz
Kathleen M. Pearson II		Kathleen M. Pearson
Stephanie Juarez		Stephanie Juarez
Nancy T. VAN Orden		Nancy T. Van Orden
Doree Mace Brygger		Doree Mace Brygger
Carol Cacciato-Edwards		Carol Cacciato-Edwards
George Allestina		George Allestina

EXHIBIT 2

EXTRA WORK ACCEPTANCE / REFUSAL ACKNOWLEDGEMENT FORM

East End Bus Lines Montauk Student Transport Montauk Transit Service Floyd Bus Co

Employee Name Dennis Kovalchick

Date _____

School District South Country

Dispatcher Lorraine Giugliano

Extra Work: BHS/Islip Tech Midday

Please check one:



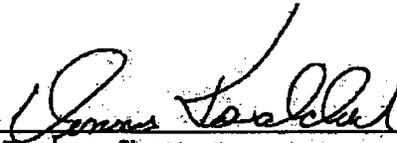
I have received an extra work assignment from Dispatch and agree to accept and perform the work as of March 27, 2017. Extra work is for actual time worked and will be verified with gps.



I have received an extra work assignment from Dispatch and DO NOT agree to perform work as explained.

My reason for refusal is as follows:

If you refuse extra work assignment, you will not be considered for any additional extra work for (30) days. It is your responsibility to submit a form with your availability to perform extra work.


Employee Signature

3-24-17
Date

Dispatcher Signature

Date


Witness Signature

3/24/17
Date

EXTRA WORK ACCEPTANCE / REFUSAL ACKNOWLEDGEMENT FORM

East End Bus Lines Montauk Student Transport Montauk Transit Service Floyd Bus Co

Employee Name Denise Smith

Date 3-24-17

School District South Country

Dispatcher Lorraine Glugliano

Extra Work: BAG 10:15 Shuttle

Please check one:



I have received an extra work assignment from Dispatch and agree to accept and perform the work as of March 27 2017. Extra work is for actual time worked and will be verified with gps.



I have received an extra work assignment from Dispatch and DO NOT agree to perform work as explained.

My reason for refusal is as follows:

If you refuse extra work assignment, you will not be considered for any additional extra work for (30) days. It is your responsibility to submit a form with your availability to perform extra work.

Denise Smith
Employee Signature

3-24-17
Date

Dispatcher Signature

Date

[Signature]
Witness Signature

3/24/17
Date

EXTRA WORK ACCEPTANCE / REFUSAL ACKNOWLEDGEMENT FORM

East End Bus Lines Montauk Student Transport Montauk Transit Service Floyd Bus Co

Employee Name Pat Mammolito Date _____
School District South Country Dispatcher Lorraine Giugliano
Extra Work: BHS/Islip Tech Midday _____

Please check one:



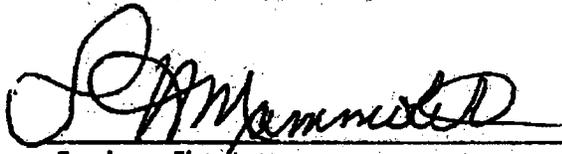
I have received an extra work assignment from Dispatch and agree to accept and perform the work as of March 27, 2017. Extra work is for actual time worked and will be verified with gps.



I have received an extra work assignment from Dispatch and DO NOT agree to perform work as explained.

My reason for refusal is as follows:

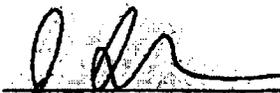
If you refuse extra work assignment, you will not be considered for any additional extra work for (30) days. It is your responsibility to submit a form with your availability to perform extra work.


Employee Signature

3/24/17
Date

Dispatcher Signature

Date


Witness Signature

3/24/17
Date

EXTRA WORK ACCEPTANCE / REFUSAL ACKNOWLEDGEMENT FORM

East-End Bus Lines Montauk Student Transport Montauk Transit Service Floyd Bus Co

Employee Name Karen Guedes

Date 3-23-17

School District South Country

Dispatcher Lorraine Giugliano

Extra Work: St. Anthony's 5 PM Late Run (Van)

Please check one:



I have received an extra work assignment from Dispatch and agree to accept and perform the work as of March 27, 2017. Extra work is for actual time worked and will be verified with gps.



I have received an extra work assignment from Dispatch and DO NOT agree to perform work as explained.

My reason for refusal is as follows:

If you refuse extra work assignment, you will not be considered for any additional extra work for (30) days. It is your responsibility to submit a form with your availability to perform extra work.

Karen Guedes
Employee Signature

3/23/2017
Date

Dispatcher Signature

Date

J M
Witness Signature

3/23/17
Date

EXTRA WORK ACCEPTANCE / REFUSAL ACKNOWLEDGEMENT FORM

East End Bus Lines Montauk Student Transport Montauk Transit Service Floyd Bus Co

Employee Name Karen Grigg Date _____
School District South Country Dispatcher Lorraine Giugliano
Extra Work: BHS/OSS 4 PM

Please check one:

I have received an extra work assignment from Dispatch and agree to accept and perform the work as of March 27, 2017. Extra work is for actual time worked and will be verified with gps.

I have received an extra work assignment from Dispatch and DO NOT agree to perform work as explained.

My reason for refusal is as follows:

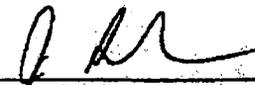
If you refuse extra work assignment, you will not be considered for any additional extra work for (30) days. It is your responsibility to submit a form with your availability to perform extra work.


Employee Signature

3-22-17
Date

Dispatcher Signature

Date


Witness Signature

3/22/17
Date

EXTRA WORK ACCEPTANCE / REFUSAL ACKNOWLEDGEMENT FORM

East End Bus Lines Montauk Student Transport Montauk Transit Service Floyd Bus Co

Employee Name Laura Ducz

Date 3/23/2017

School District South Country

Dispatcher Lorraine Giugliano

Extra Work: Mercy

Please check one:

I have received an extra work assignment from Dispatch and agree to accept and perform the work as of March 21 2017. Extra work is for actual time worked and will be verified with gps.

I have received an extra work assignment from Dispatch and DO NOT agree to perform work as explained.

My reason for refusal is as follows:

If you refuse extra work assignment, you will not be considered for any additional extra work for (30) days. It is your responsibility to submit a form with your availability to perform extra work.

Laura Ducz
Employee Signature

3/23/2017
Date

Dispatcher Signature

Date

[Signature]
Witness Signature

3/23/2017
Date

EXTRA WORK ACCEPTANCE / REFUSAL ACKNOWLEDGEMENT FORM

East End Bus Lines Montauk Student Transport Montauk Transit Service Floyd Bus Co

Employee Name Laura Landancina Date _____
School District South Country Dispatcher Lorraine Gluglano
Extra Work: BHS/OSS 4 PM

Please check one:



I have received an extra work assignment from Dispatch and agree to accept and perform the work as of March 27, 2017. Extra work is for actual time worked and will be verified with gps.



I have received an extra work assignment from Dispatch and DO NOT agree to perform work as explained.

My reason for refusal is as follows:

If you refuse extra work assignment, you will not be considered for any additional extra work for (30) days. It is your responsibility to submit a form with your availability to perform extra work.

Laura Landancina
Employee Signature

3-22-17
Date

Dispatcher Signature

Date

[Signature]
Witness Signature

3/22/17
Date

EXTRA WORK ACCEPTANCE / REFUSAL ACKNOWLEDGEMENT FORM

East End Bus Lines Montauk Student Transport Montauk Transit Service Floyd Bus Co

Employee Name Lori Monroig

Date 3/22/17

School District South Country

Dispatcher Lorraine Giugliano

Extra Work: St. John Late Run - 5 pm. 30 per van.

Please check one:



I have received an extra work assignment from Dispatch and agree to accept and perform the work as of March 27, 2017. Extra work is for actual time worked and will be verified with gps.

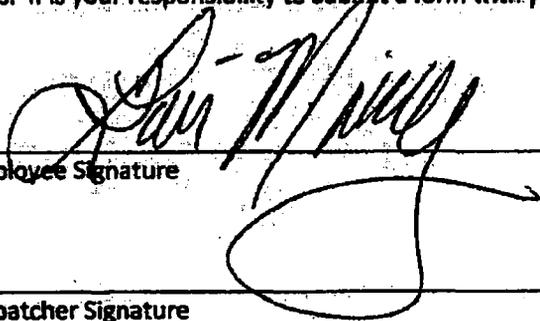


I have received an extra work assignment from Dispatch and DO NOT agree to perform work as explained.

My reason for refusal is as follows:

If you refuse extra work assignment, you will not be considered for any additional extra work for (30) days. It is your responsibility to submit a form with your availability to perform extra work.

Employee Signature



Date

3/22/17

Dispatcher Signature

Date

Witness Signature



Date

3/22/17

EXHIBIT 3

1160

YARD TRANSFER ACCEPTANCE / REFUSAL ACKNOWLEDGEMENT FORM

Floyd Bus Co, Inc. to East End Bus Lines, Inc. (Medford Yard)

Employee Name: Maurleen Loscalzo Date Issued: 3-22-17
 School District: South Country Dispatcher: Lorraine G.
 Route Name: PKG #137 Hours per Week: 20

Please check one:



I have been given the opportunity to transfer employment from the Grued Yard to the Medford Yard and agree to accept and perform the route as outlined in the attached Route Assignment Sheet. I understand that for the remainder of the current school year there will be no change to the current compensation package that is outlined in CBA with Local 252.



I have received my route assignment and DO NOT agree to transfer employment to the Medford yard. My reason for refusal is as follows:

By signing below, you understand that the company policy for refusal of assigned route/transfer is equal to a voluntary resignation.

Maurleen Loscalzo
Employee Signature

3/22/17
Date

L. Quisiano
Dispatcher Signature

3/22/17
Date

Lorraine G. Katerge
Witness Signature

3/22/17
Date

ROUTE ADJUSTMENT REQUEST

East End Bus Lines Montauk Student Transport Montauk Transit Service Floyd Bus Co. Inc.

Employee Name Maureen Loscalzo Date of Request 12-5-16
School District _____ Dispatcher _____
Current Route PKG 137

I would like to request an adjustment to my route package hours.
It is my understanding that the company will review the route assigned to me and respond to my request within 5 school days once this form is submitted to the dispatcher. Driver and/or matron requesting this change will be paid retro pay for the adjustment from the date form was submitted to dispatch. Requests cannot be made the first (2) weeks of the start of the school year.

I am making this request for the following reasons:

DISPATCHER RESPONSE

The route above that is assigned to Maureen Loscalzo has been reviewed.
According to the GPS and/or a run completed by office personnel on 12-5-16
the route package hours should be:

Adjusted to 6:35-8:30 / 2:25-4:25
 Remain as originally assigned 4 hour Package

Employee Signature Maureen Loscalzo Date 12 5 16
Dispatcher Signature _____ Date _____

Pkg # 137

William Floyd

Driver: Maureen Loscalzo

VAN

1 GM Monitor - Full Pkg

GM Monitor :

1:1 Monitor :

<u>SCHOOL</u>	<u>Drop Off</u>	<u>Pick Up</u>
WEST SAYVILLE AM	8:10	
WEST SAYVILLE PM		2:45
SOUTH COUNTRY OSS/BHS NORTH (OUT-OF-SCHOOL SUSPENSION)		4:30PM

****All drivers must be to HS and MS 10 minutes early / Elementaries 5 minutes early for each run****
Package Hours: Please review these times carefully during your dry runs and let the office know if there is a discrepancy so the package can be adjusted.

AM: 635-830

PM: 225-515

SPECIAL INSTRUCTIONS:

SOUTH COUNTRY AND WF STUDENTS

SPECIAL EQUIPMENT:

SIGNATURES

Driver: _____ Date: _____

GM Monitor: _____ Date: _____

1:1 Monitor: _____ Date: _____

Total Pkg Hours:

4HRS 45 MIN

Total GM Monitor Hours:

AM:

PM:

Total 1:1 Monitor Hours:

AM:

PM:

774

YARD TRANSFER ACCEPTANCE / REFUSAL ACKNOWLEDGEMENT FORM

Floyd Bus Co, Inc. to East End Bus Lines, Inc. (Medford Yard)

Employee Name: Sue Collins Date Issued: 3-22-17
 School District: South Country Dispatcher: Lorraine G.
 Route Name: Pkg 246 Hours per Week: 28 3/4

Please check one:

I have been given the opportunity to transfer employment from the Grucci Yard to the Medford Yard and agree to accept and perform the route as outlined in the attached Route Assignment Sheet. I understand that for the remainder of the current school year there will be no change to the current compensation package that is outlined in CBA with Local 252.

I have received my route assignment and DO NOT agree to transfer employment to the Medford yard. My reason for refusal is as follows:

By signing below, you understand that the company policy for refusal of assigned route/transfer is equal to a voluntary resignation.


 Employee Signature

3/22/17
 Date


 Dispatcher Signature

3/22/17
 Date


 Witness Signature

3/22/17
 Date

#246

South Country

Driver Sue Collins

GM Monitor:

1:1 Monitor:

SCHOOL

BHS #16
BMS #16
KRM #16

BHS #16
BMS #16
KRM #16

Drop Off

6:50
7:35
9:00

Pick Up

1:50
2:30
3:20

****All drivers must be to HS and MS 10 minutes early / Elementaries 5 minutes early for each run****

Package Hours: Please review these times carefully during your dry runs and let the office know if there is a discrepancy so the package can be adjusted.

AM: 6:00-9:15

PM: 1:30-4:00

SPECIAL INSTRUCTIONS:

SPECIAL EQUIPMENT:

SIGNATURES

Driver: 

Date: 12/19/16

GM Monitor: _____ Date: _____

1:1 Monitor: _____ Date: _____

Total Pkg Hours:

5 HRS 45 MIN

Total GM Monitor Hours:

AM:
PM:

Total 1:1 Monitor Hours:

AM:
PM:

All driver pkgs that park out over night will be less than drive time to and from the school

217

YARD TRANSFER ACCEPTANCE / REFUSAL ACKNOWLEDGEMENT FORM

Royd Bus Co, Inc. to East End Bus Lines, Inc. (Medford Yard)

Employee Name Forlando Carlton Date Issued: 3-22-17
School District South County Dispatcher Lorraine G.
Route Name Pkg 243 Hours per Week 25

Please check one:

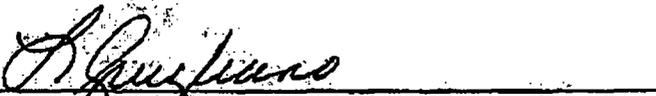
I have been given the opportunity to transfer employment from the Grucci Yard to the Medford Yard and agree to accept and perform the route as outlined in the attached Route Assignment Sheet. I understand that for the remainder of the current school year there will be no change to the current compensation package that is outlined in CBA with Local 252.

I have received my route assignment and DO NOT agree to transfer employment to the Medford yard. My reason for refusal is as follows:

By signing below, you understand that the company policy for refusal of assigned route/transfer is equal to a voluntary resignation.


Employee Signature

3/22/17
Date


Dispatcher Signature

3/22/17
Date


Witness Signature

3/22/17
Date

Pkg # 243 SC

Driver: Felando Cortez

GM Monitor:
1:1 Monitor:

<u>SCHOOL</u>	
Bms #21	
Brookhaven Elm #21	
Bms #21	
Brookhaven ELM	

<u>Drop Off</u>
7:35
9:00
<u>Pick Up</u>
2:30
3:20

****All drivers must be to HS and MS 10 minutes early / Elementarys 5 minutes early for each run****

Package Hours: Please review these times carefully during your dry runs and let the office know if there is a discrepancy so the package can be adjusted.

AM:	16:45-9:25	-	2 ⁴⁰
PM:	2-4:15		2 ¹⁵
			<u>4:55</u>

SPECIAL INSTRUCTIONS:

SPECIAL EQUIPMENT:

SIGNATURES

Driver: [Signature] Date: 11/23/16

GM Monitor: _____ Date: _____

1:1 Monitor: _____ Date: _____

Total Pkg Hours:

4 HRS 55 min

Total GM Monitor Hours:

AM:
PM:

Total 1:1 Monitor Hours:

AM:
PM:

All driver names that work out each night will be listed

YARD TRANSFER ACCEPTANCE / REFUSAL ACKNOWLEDGEMENT FORM

Floyd Bus Co, Inc. to East End Bus Lines, Inc. (Medford Yard)

Employee Name Harny Sherman Date Issued: 3-23-2017
School District South Country Dispatcher Worraine G.
Route Name Rtg 200 Hours per Week 30 hours

Please check one:



I have been given the opportunity to transfer employment from the Grucci Yard to the Medford Yard and agree to accept and perform the route as outlined in the attached Route Assignment Sheet. I understand that for the remainder of the current school year there will be no change to the current compensation package that is outlined in CBA with Local 252.



I have received my route assignment and DO NOT agree to transfer employment to the Medford yard. My reason for refusal is as follows:

By signing below, you understand that the company policy for refusal of assigned route/transfer is equal to a voluntary resignation.


Employee Signature

3-23-17
Date


Dispatcher Signature

3/23/17
Date

Wain M Katunge
Witness Signature

3/23/17
Date

Pkg # 200 VAN/BB

William Floyd

Driver: Harry Sherman

GM Monitor :
1:1 Monitor :

SCHOOL
MERCY

Drop Off
7:45

MERCY

Pick Up
2:45

****All drivers must be to HS and MS 10 minutes early / Elementaries 5 minutes early for each run****

Package Hours: Please review these times carefully during your dry runs and let the office know if there is a discrepancy so the package can be adjusted.

AM: 6:00-8:15

PM: 1pm-4:45 - *Paid at BB rate for PM only*

SPECIAL INSTRUCTIONS:

SPECIAL EQUIPMENT:

SIGNATURES

Driver: _____ Date: _____

GM Monitor: _____ Date: _____

1:1 Monitor: _____ Date: _____

Total Pkg Hours:

6 hrs

Total GM Monitor Hours:

AM:
PM:

Total 1:1 Monitor Hours:

AM:
PM:

*All driver pkgs that park out over night will be less then drive time to and from the yard.
All monitor pkgs that get picked up on the run will be less the drive time to and from the yard.*

EXHIBIT 4

East End Bus Lines, Inc. are hiring!!!! Join our Team of Professionals

East End Bus Lines, Inc. is Growing Long Island Transportation Company now hiring school bus/van drivers. The ideal candidate will be available to work at least a minimum 4hrs + per day (at least 20hrs per week or more) (split between an AM/PM shift), have a clean driving record, be at least 21 years of age or older, and be able to pass a drug test, physical and a background check.

We are now offering a \$1,250 Sign on Bonus for a limited time.

- Must have a full CDL license Class B or C with a PS endorsement to qualify
- Full B license with P & S endorsements - \$1,250.00
- Full C license with P & S endorsements - \$1,250.00

Free CDL Training to upgrade license is offered while working

CDL Permits are welcomed to join our Driver Training program

***Bonus based on successful completion of the requirements set forth by the company.

Required license or certification:

- B or C with PS endorsements

Floyd Bus Co., Inc.

\$1,250.00 sign on Bonus with a full CDL License C or B with PS endorsements.

- Full B license with P & S \$1,250.00 Bonus
- Full C license with P & S \$1,250.00 Bonus

Floyd Bus Co., Inc. is a growing Long Island Transportation Company looking to hire Large School Bus and Van Drivers. The ideal candidate will be available to work a minimum 4 to 8 hours per day; 20 to 30+ hours per week. This schedule is split between an AM/PM shift. Mid days, late shifts and extra work are available.

Qualifications needed:

- Class A, B, or C commercial drivers license with Passenger and School Bus endorsements
- Clean driving record
- 21 years of age
- Be able to pass physical, drug test and background check

Pay Rate:

- Bus Drivers Starting at \$19.35/hour -- Class A or B CDL with P/S Endorsement & Airbrakes
- Rate may increase depending on experience
- 401K, and comprehensive benefit package, as well as paid school closings, paid holidays and paid sick days.

Charter, Cover Drivers and Per Diem, positions also available.

CDL Training to upgrade license is offered while working

CDL Permits are welcomed to our Driver Training Program

***Bonus based on successful completion of the requirements set forth by the company.

EXHIBIT 5

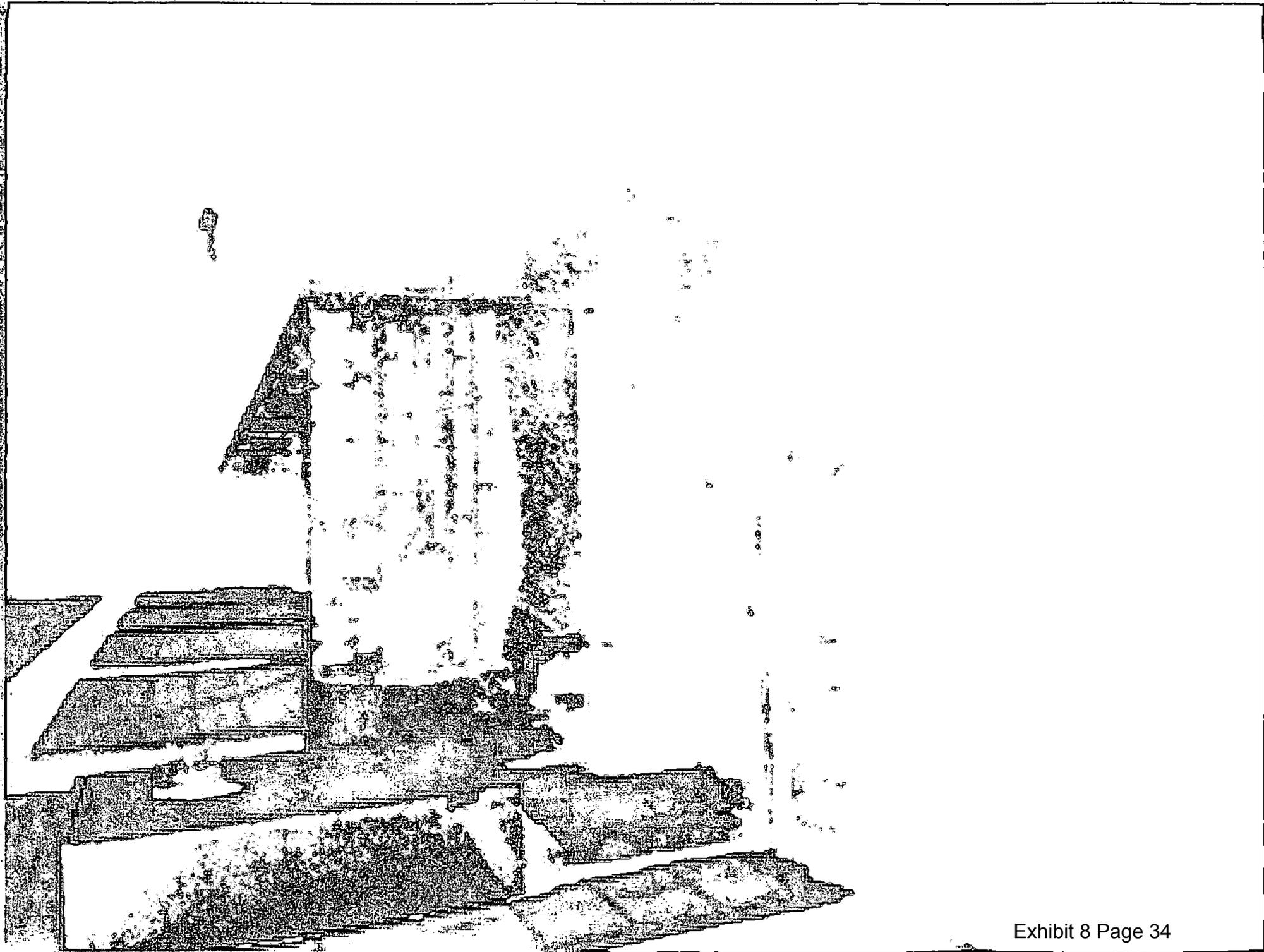


EXHIBIT 6

East End Bus Lines, Inc.



Employee Referral

631-471-0000

dmcgarty@eastendbus.com

NOW offering a \$1,000 Bonus for anyone referred with a full CDL License C or B with PS endorsements. This employee referral bonus program is only for a limited time.

Bonus based on applicant's successful completion of the requirements set forth by the company
Please see your Supervisor for Bonus program details.

EXHIBIT 7

New Hires	Hire Date	Position
Atlas, Gladys	3/20/2017	monitor
Hoda, Joseph	3/21/2017	driver
Arias, Rosa	3/22/2017	monitor
Bonanno, Robert	4/18/2017	driver
Schroeter, Chad	5/1/2017	monitor
Boyle, Josephine	5/3/2017	monitor/driver
Boccio, Maria	5/4/2017	monitor
Magee, Rodney	5/5/2017	driver
Ferrara, Anne	5/16/2017	monitor
Ferrara, John	5/16/2017	monitor
Mosley, Sharon	5/22/2017	driver
Campagno, Cheryl	5/1/2017	driver/was previously a monitor passed road test on 5/1
Werts, Cheryl	5/18/2017	driver/was previously a monitor passed road test on 5/18

Term's	Term Date	Position	Reason
Zengen, Hope	3/21/2017	monitor	terminated-using cell phone on bus and caught vaping
Ofynyt, Sandra	3/22/2017	driver	terminated-verbally unprofessional toward students
Angelino, Michael	3/24/2017	driver	another job
Sherman, Harry	4/28/2017	driver	failed drug test
Wiggins, Ronnie	5/4/2017	driver	left child on vehicle for an excessive amount of time
Haag, Janet	5/5/2017	monitor	refused to go for drug/alcohol test
Brown, Heather	5/10/2017	monitor	job abandonment
Newton, Elliot	5/12/2017	driver	unauthorized use of vehicle
Mathis, Leatrice	5/23/2017	monitor	misconduct
Alcalde, Nora	5/30/2017	monitor	disqualified from longwood, then terminated-bus overheated, took kids off and walked to McDonalds on Wm Floyd Pkwy
Mammolito, Patricia	03/24/2017	driver	was out on leave and never returned
Elezzer, LaToya	04/21/2017	monitor	babysitting issues

Open Routes

Key: Workman's Comp-WC, Disability-D, Sick-S, Term-T, LOA, Other-specify

District	Package & Route #	Route Detail	Reason: WC, D, S, O, T, LOA	Package hours	Specify Driver or Monitor(s)
1 SC	245	BHS/BMS/BES	D	6	Patrina Cousin
2 SC	217	OOD	Open Route	3	OPEN
3 SC	14	JAC 1	New Route	4	Bernard Gerard
4 SC	14	JAC 2	Open Route	4	New JAC
5 SC	200	Mercy/BLC	T	6	Harry Sherman
6 SC	23	SWR/WHBLC	T	5.25	Elliot Newton
7 SC	17	Upper Room	D	5	Andrew Schwartz
8 SC	15	St Pat/MDQ	D	5	Connie Hernandez
9 SC	136	ST Joseph/BAC @ PM OOD	DQ	5	Dawn Roa
10 Longwood		31 Holy Angels Em1, coram5	Term	4 hours 50 mins	Driver
11 Longwood		40 Olow V-1	D	4 hours	Driver
12 Longwood		74 WHBLC V-3	D	4 hours 15Mins	Monitor
19					
20					
21					
22					
23					
24					
25					
26					
27					

EXHIBIT 8

**YARD TRANSFER ACCEPTANCE / REFUSAL
ACKNOWLEDGEMENT FORM**

Floyd Bus Co, Inc. to East End Bus Lines, Inc. (Medford Yard)

Employee Name Pat Berkley Date Issued: 6/6/17
School District South Country Dispatcher Lorraine
Route Name PK9 242 Hours per Week _____

Please check one:



I have been given the opportunity to transfer employment from the Grucci Yard to the Medford Yard and agree to accept and perform the route as outlined in the attached Route Assignment Sheet. I understand that for the remainder of the current school year there will be no change to the current compensation package that is outlined in CBA with Local 252.



I have received my route assignment and DO NOT agree to transfer employment to the Medford yard. My reason for refusal is as follows:

By signing below, you understand that the company policy for refusal of assigned route/transfer is equal to a voluntary resignation.

Pat Berkley
Employee Signature

6/6/17
Date

Lorraine
Dispatcher Signature

6/6/17
Date

Lorraine
Witness Signature

6-6-17
Date

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

**EAST END BUS LINES, INC. AND FLOYD BUS
COMPANY, INC., A SINGLE EMPLOYER,**

RESPONDENT

and

**Cases 29-CA-188517
29-CA-194097**

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS LOCAL 1205,**

CHARGING PARTY

**COMPLAINT BASED ON BREACH OF AFFIRMATIVE
PROVISIONS OF SETTLEMENT AGREEMENT**

Based upon a charge filed by International Brotherhood of Teamsters Local 1205 (“Union” or “the Charging Party”), on January 30, 2017, a Complaint and Notice of Hearing issued in Case 29-CA-188517 against East End Bus Lines, Inc. and Floyd Bus Company, Inc., A Single Employer (“Respondent”) alleging that Respondent violated the National Labor Relations Act (“the Act”), 29 U.S.C. § 151 et seq., by engaging in unfair labor practices. On March 10, 2017, based upon a second charge filed by the Charging Party against Respondent, an Order Consolidating Cases, Amendment to the Complaint issued consolidating Case 29-CA-188517 and Case 29-CA-194097, and alleging that Respondent had engaged in further unfair labor practices.

On March 16, 2017, the Regional Director, Region 29, of the National Labor Relations Board approved a Settlement Agreement and Notice to Employees (“the Settlement”), a copy of which is attached as Exhibit A. Pursuant to the Settlement, Respondent agreed to take certain actions and to cease and desist from certain actions to remedy the unfair labor practices specified in the Settlement.

Respondent has failed to comply with its affirmative obligations under the terms of the Settlement. Accordingly, pursuant to the terms of the Settlement, by letter dated May 24, 2017, the Regional Director issued to Respondent a notice of intent to issue complaint in Case Nos. 29-CA-188517 and 29-CA-194097 absent cure of the breach. A copy of this letter (excluding the original attachments) is attached as Exhibit B. No cure having been shown, pursuant to the terms of the Settlement and Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (“the Board”), the Complaint is issued and alleges that Respondent has violated the Act as follows:¹

1. (a) The charge in Case 29-CA-188517 was filed by the Charging Party, and a copy was served on Respondent by U.S. mail on November 21, 2016.

(b) The first amended charge in Case 29-CA-188517 was filed by the Charging Party on December 21, 2016, and a copy was served on Respondent by U.S. mail on December 22, 2016.

(c) The second amended charge in Case 29-CA-188517 was filed by the Charging Party on January 12, 2017, and a copy was served on Respondent by U.S. mail on January 17, 2017.

(d) The charge in Case 29-CA-194097 was filed by the Charging Party, and a copy was served on Respondent by U.S. mail on March 2, 2017.

2. (a) At all material times, East End Bus Lines, Inc. (“East End”) has been a domestic corporation with an office and place of business located at 3601 Horseblock Road, Medford, New York, herein called the Medford facility, and has been engaged in providing school bus transportation services for children in Suffolk County, New York.

¹For sake of accuracy and consistency with the settlement agreement, this current complaint does not include the “alter ego” theory previously set forth in the original two complaints. Prior to the parties reaching the settlement agreement, the General Counsel had intended to amend the complaint at hearing to withdraw the alter ego theory.

(b) During the past year, which is representative of its annual operations in general, East End has provided services valued in excess of \$250,000 to the South Country Central School District, Suffolk County, New York, an entity which is directly engaged in interstate commerce.

(c) At all material times, East End has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

3. (a) At all material times, Floyd Bus Company, Inc. ("Floyd Bus") has been a domestic corporation with an office and place of business at 3 Grucci Lane, Brookhaven, New York, herein called the Brookhaven/Yaphank facility, and has been engaged in providing school bus transportation services for children in Suffolk County, New York.

(b) Based on a projection of its operations since about August 2016, at which time Floyd Bus commenced operations, Floyd Bus in conducting its business operations described above in paragraph 6(a), will annually provide services valued in excess of \$250,000 to the Floyd District, Suffolk County, New York, and the South Country Central School District, Suffolk County, New York, entities which are directly engaged in interstate commerce.

(c) At all material times, Floyd Bus has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

4. At all material times, East End and Floyd Bus have had substantially identical management, business purposes, operations, equipment, customers, supervision, and ownership.

5. At all material times, East End and Floyd Bus have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have administered a common labor policy; have shared common premises and facilities; have provided services for each other; have interchanged personnel with each other; have interrelated

operations and provide transportation to common school districts; and have held themselves out to the public as a single-integrated business enterprise.

6. Based on the operations and conduct described above in paragraphs 4 and 5, East End and Floyd Bus constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

7. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

8. At all material times, the following individuals have held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

John Mensch (Mensch) – Owner and President

Jerri Alexander (Alexander) – Human Resources Representative

9. The following employees of Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time drivers, monitors, mechanics, dispatchers, and maintenance workers employed by Respondent at its facility located at 3601 Horseblock Road, Medford, New York, but excluding all other employees, guards, watchmen, office clerical employees, professional employees, confidential employees, and supervisors as defined in Section 2(11) of the Act.

10. On February 26, 2016, Region 29 of the NLRB conducted an election in Case No. 29-RC-168266, in which a majority of the employees in the Unit selected the Union as their representative for the purposes of collective bargaining.

11. On August 3, 2016, pursuant to a Decision and Certification of Representative issued by the Regional Director of Region 29, the Union was certified as the exclusive collective-bargaining representative of the employees in the Unit employed by Respondent.

12. At all material times, based on Section 9(a) of the Act, the Union has been the exclusive collective bargaining representative of the Unit.

13. On about January 26, 2016, Respondent won the bid to provide bus transportation services for the William Floyd Union Free School District (Floyd School District).

14. On about May 23, 2016, Respondent filed for a certificate of incorporation with the New York State Department of State.

15. On about August 11, 2016, Floyd School District and East End entered into an Indemnification Agreement whereby the Floyd School District agreed to allow East End to subcontract school bus driver services from East End to Floyd Bus.

16. On about August 11, 2016, Respondent, by Mensch, at a safety refresher course held in the Bellport Middle School, informed its employees that it would be futile for them to select the Union as their bargaining representative by telling Unit employees that they were non-union.

17. On or about September 6, 2016, Respondent, by Alexander, at the Medford yard, told employees that Respondent was changing the timing of employees' safety refresher course and dry-run payments because the employees selected the Union as their collective bargaining representative.

18. (a) In or around August 2016, Respondent transferred bargaining unit work (certain bus routes) previously performed by the Medford yard Unit employees out of the bargaining Unit to Floyd Bus's non-Unit Brookhaven/Yaphank yard employees.

(b) In or around August 2016, Respondent transferred certain bargaining unit employees from the Medford yard out of the bargaining Unit to Floyd Bus's non-Unit Brookhaven/Yaphank yard.

(c) By the conduct described above in paragraph 18(b), Respondent has unilaterally altered the scope of the bargaining Unit described in paragraph 9.

(d) Respondent engaged in the conduct described above in paragraph 18(a) and 18(b) without the consent of the Union.

(e) In or around a date within the past six-months, Respondent subcontracted certain bus routes that constitute bargaining unit work previously performed by Medford yard Unit employees out of the bargaining Unit to Suffolk Transportation Corp.

19. In or around August 2016, Respondent reduced the work hours of Unit employees of the Medford yard by:

(a) transferring the charter runs from the Medford yard to the Brookhaven/Yaphank yard;

(b) transferring the late runs from the Medford yard to the Brookhaven/Yaphank yard; and,

(c) transferring the mid-day runs from the Medford yard to the Brookhaven/Yaphank yard.

20. Respondent engaged in the conduct described above in paragraphs 18(a)-(b) and 19 because Respondent's employees joined and supported the Union and engaged in concerted activities, and to discourage employees from engaging in these or other concerted activities.

21. On or about September 9, 2016, Respondent unilaterally changed its past practice regarding the timing of employees' "dry runs" and the safety refresher course payments.

22. On or about September 30, 2016, Respondent granted a 2% wage increase to its employees at the Medford yard.

23. The subjects set forth above in paragraphs 18(a), 18(b), 18(e), 19, 21, and 22 relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

24. Respondent engaged in the conduct described above in paragraphs 18(a), 18(b), 18(e), 19, 21, and 22 without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent with respect to this conduct and the effects of this conduct.

25. By the conduct described above in paragraphs 16 and 17, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

26. By the conduct described above in paragraphs 18(a), 18(b) and 19, Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

27. By the conduct described above in paragraphs 18(a)-(e), 19, 21, and 22, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

28. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

29. As part of the remedy for Respondent's unfair labor practices alleged above in paragraphs 18, 19, 21, and 22, the General Counsel seeks an Order requiring Respondent to a) bargain in good faith with the Union, on request, for the period required by *Mar-Jac Poultry Co.*, 136 NLRB 785 (1962), as the recognized bargaining representative in the appropriate unit; b) extend the bargaining period for an additional year following the Order; and c) immediately furnish the Union with lists of names, addresses, and classifications of all Respondent's employees as of the latest available payroll date, and furnish a corrected, current list to the Union at the end of each 6 months thereafter during a period of 2 years following the Order. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

30. As part of the remedy for the unfair labor practices alleged above in paragraphs 18 and 19, the General Counsel seeks an order requiring Respondent to transfer its routes back to the Medford yard from the Brookhaven/Yaphank yard, and to restore the routes and the charter runs, late runs and mid-day runs assigned to the employees in the Medford yard as they existed during the 2015-2016 school year. The General Counsel further seeks such other relief as may be appropriate to remedy the unfair labor practices alleged.

31. As part of the remedy for Respondent's unfair labor practices alleged above in paragraphs 16 through 22, the General Counsel seeks an Order requiring Respondent from engaging in misconduct "in any other manner," instead of a narrow order to refrain from engaging in misconduct "in any like or related manner."

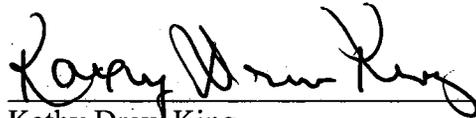
NO HEARING OR ANSWER

By the terms of the Settlement, Respondent has waived its right to file an Answer to this Complaint. Further, Respondent acknowledged that, by its non-compliance with the terms of the

Settlement: (1) the allegations spelled out in the Scope of the Agreement section of the Settlement will be deemed admitted in any subsequent Complaint issued by the Regional Director; (2) the General Counsel could file a motion for default judgment with the Board based on said allegations; and (3) the only issue that could be raised before the Board is whether Respondent defaulted on the terms of the Settlement. The Board could then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to Respondent on all issues raised by the Complaint.

Because Respondent has previously agreed that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to the Complaint, no Answer is required and no hearing is necessary.

Dated: July 7, 2017



Kathy Drew King
Regional Director
National Labor Relations Board
Region 29
Two Metro Tech Center, Suite 5100
Brooklyn, NY 11201-3838

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29

**EAST END BUS LINES, INC. AND ITS ALTER
EGO (AND/OR SINGLE EMPLOYER) FLOYD
BUS COMPANY, INC.**

and

Case 29-CA-188517; 29-CA-194097

**TEAMSTERS LOCAL 1205 AND TEAMSTERS
LOCAL UNION NO. 1205**

AFFIDAVIT OF SERVICE OF

Complaint Based on Breach of Affirmative Provisions of Settlement Agreement

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on July 7, 2017, I served the above-entitled document(s) by **regular mail and certified mail** upon the following persons, addressed to them at the following addresses:

Regular Mail And Certified Mail

John Mensch
East End Bus Lines, Inc.
3601 Horseblock Rd.
Medford, NY 11763-2207

Teamsters Local 1205
246 Conklin Street, Ste. 1
Farmingdale, NY 11735

Floyd Bus Company, Inc.
3 Grucci Lane
Brookhaven, NY 11719-9423

Regular Mail

Peter B. Ajalat , ESQ.
Littler Mendelson, PC
One Newark Center, 8th Floor
Newark, NJ 07102

Clifford P. Chaiet , ESQ.
Naness, Chaiet & Naness, LLC
375 North Broadway, Suite 202
Jericho, NY 11753-2008

Eric R. Greene , ESQ.
Spivak Lipton LLP
1700 Broadway, 21st Floor
New York, NY 10019

Matthew W. Groh
Naness Chaiet & Naness LLC
375 N Broadway Ste 102
Jericho, NY 11753-2008

July 7, 2017

Date

Leila Robles, Designated Agent of NLRB

Name


Signature