

MANDATE

United States Court of Appeals
FOR THE
SECOND CIRCUIT

At a stated term of the United States Court of Appeals for the Second Circuit, held at the Thurgood Marshall United States Courthouse, 40 Foley Square, in the City of New York, on the 26th day of September, two thousand seventeen.

Present:

Jon O. Newman,
John M. Walker, Jr.,
Rosemary S. Pooler,
Circuit Judges.

NATIONAL LABOR RELATIONS BOARD,

Petitioner,

v.

ALLWAYS EAST TRANSPORTATION, INC.,

Respondent.

Docket No.: 17-2150

Board Case Nos.: 03-CA-128669
03-CA-133846

This cause was submitted upon the motion of the National Labor Relations Board for a default judgment enforcing its order in Case Nos. 03-CA-128669 and 03-CA-133846, dated May 11, 2017, reported at 365 NLRB No. 71, against Respondent, Allways East Transportation, Inc. The Court having considered the same, it is hereby

ORDERED AND ADJUDGED by the Court that the Respondent, Allways East Transportation, Inc., its officers, agents, successors, and assigns, shall abide by and perform the directions of the Board set forth in its order. (See Attached Order and Appendix).

Mandate shall issue forthwith.

FOR THE COURT:
Catherine O'Hagan Wolfe, Clerk

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Catherine O'Hagan Wolfe, Clerk

United States Court of Appeals, Second Circuit

 

 

MANDATE ISSUED ON 09/26/2017

NATIONAL LABOR RELATIONS BOARD

v.

ALLWAYS EAST TRANSPORTATION, INC.

Allways East Transportation, Inc., Yonkers, New York, its officers, agents, successors, and assigns, shall

1. Cease and desist from
 - (a) Failing and refusing to recognize and bargain with the Union as the exclusive collective-bargaining representative of the employees in the bargaining unit.
 - (b) Refusing to bargain collectively with the Union by failing and refusing to furnish it with requested information that is relevant and necessary to the Union's performance of its functions as the exclusive collective-bargaining representative of the unit.
 - (c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.
2. Take the following affirmative action necessary to effectuate the policies of the Act.
 - (a) On request, bargain with the Union as the exclusive collective-bargaining representative of the employees in the following appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

All full-time and regular part-time drivers and monitors employed by Allways East Transportation, Inc. at its 228 Myers Corners Road, Wappingers Falls, New York location; excluding office clerical employees, dispatchers, assistant dispatchers, safety trainers, mechanics, guards, and supervisors and professional employees as defined in the Act.

- (h) Furnish to the Union in a timely manner the information it requested on

vice by the Region, post at its Wappingers Falls, ies of the attached notice marked "Appendix."

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United States Court of Appeals, Second Circuit

 Catherine O'Hagan Wolfe



Copies of the notice, on forms provided by the Regional Director for Region 3, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since April 22, 2014.

- (d) Within 21 days after service by the Region, file with the Regional Director for Region 3 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

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Catherine O'Hagan Wolfe, Clerk

United States Court of Appeals, Second Circuit

A handwritten signature in cursive script, reading "Catherine O'Hagan Wolfe". The signature is written in black ink and is positioned over a circular official seal of the United States Court of Appeals, Second Circuit. The seal features the text "UNITED STATES COURT OF APPEALS, SECOND CIRCUIT" around its perimeter and two stars on either side of the central text.

APPENDIX

NOTICE TO EMPLOYEES

POSTED PURSUANT TO A JUDGMENT OF THE
UNITED STATES COURT OF APPEALS ENFORCING
AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT fail and refuse to recognize and bargain with International Brotherhood of Teamsters, Local 445 as the exclusive collective-bargaining representative of our employees in the bargaining unit.

WE WILL NOT refuse to bargain collectively with the Union by failing and refusing to furnish it with requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of our unit employees.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL, on request, bargain with the Union as the exclusive collective-bargaining representative of our employees in the following appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

All full-time and regular part-time drivers and monitors employed by Allways East Transportation, Inc. at its 228 Myers Corners Road, Wappingers Falls, office clerical employees, dispatchers, assistant mechanics, guards, and supervisors and in the Act.

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United States Court of Appeals, Second Circuit




WE WILL furnish to the Union in a timely manner the information requested by the Union on July 18, 2014.

ALLWAYS EAST TRANSPORTATION,
INC.

The Board's decision can be found at www.nlr.gov/case/03-CA-128669 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.



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Catherine O'Hagan Wolfe, Clerk

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