EXHIBIT E

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

Apple Bus Company,
Employer,
and

Case No. 19-RD-216636

General Teamsters Local 959,
Union,
and

Elizabeth Chase,
Petitioner.

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Petitioner Elizabeth Chase ("Petitioner" or "Chase") requests review of the Regional Director's July 9, 2019 election block, Petitioner's *fourth* request for review since March 2018. NLRB Rules & Regs. §§ 102.67 and 102.71; Ex. A, Reg'l Director's Letter Holding in Abeyance, *Apple Bus Co.*, Case No. 19-RD-216636 (July 9, 2019). Not surprisingly, General Teamsters Local 959's ("Teamsters") latest wave of unfair labor practice charges ("ULP") and the Region's automatic abeyance comes right on the cusp of a decertification election being a possibility for this bargaining unit—a unit that has waited since July 2017 to exercise its NLRA Sections 7 and 9 rights. 29 U.S.C. §§ 157 and 159.

Despite the Act's purpose, the current "blocking charge" rules continue to have significant negative consequences on employees' rights to express their views about representation. As several Board members have noted multiple times, cases that halt employee decertification elections raise "compelling reasons for reconsideration of [a] . . . Board rule or policy." NLRB Rules & Regs. §§ 102.71(b)(1), (2).[1] Chase urges the Board to re-evaluate its continued allowance of "blocking charges" to prevent her decertification election. This is the quintessential case for the Board to re-evaluate the blocking charge rules and determine how long this madness will continue.

[1] S*ee Heavy Materials, LLC-St. Croix Div.*, 12-RM-231582 (Order of May 30, 2019), https://apps.nlrb.gov/link/document.aspx/09031d4582c2b074 (Members Kaplan and Emanuel noting they "would consider revisiting the Board's blocking charge policy in a future appropriate proceeding"); *UFCW Local 951*, 07-RD-228723 (Order of April 25, 2019), http://apps.nlrb.gov/link/document.aspx/09031d4582bbf45f (Chairmen Ring and Member Emanuel noting the same); *Columbia Sussex*, 19-RD-223516 (Order of Sept. 12, 2018), http://apps.nlrb.gov/link/document.aspx/09031d458291a8cf (Chairmen Ring and Member Kaplan noting the same); *Klockner Metals Corp.*, 15-RD-217981 (Order of May 17, 2018), http://apps.nlrb.gov/link/document.aspx/09031d45827eafd2 (Member Kaplan noting the same and also stating that "he believes an employee's petition for an election should generally not be dismissed or held in abeyance based on contested and unproven allegations of unfair labor practices"); *see, e.g., Pinnacle Foods Grp., LLC,* No. 14-RD-226626, 2019 WL 656304, at *1 (Order of Feb. 4, 2019) (Chairmen Ring and Member Kaplan noting the suspect timing of ULP blocking charges suggests a purpose to delay a decertification election, and supports revisiting "the blocking charge policy in a future rulemaking proceeding"); *Metro Ambulance Servs.*, 10-RC-208221 (Order of July 17, 2018) (Chairman Ring and Member Emanuel stating there are "significant issues with the Board's Election Rule and the law pertaining to blocking charges that potentially frustrate the rights of employees, and they believe the policy should be reconsidered").

FACTS

Apple Bus Company ("Apple Bus") supplanted First Student and became Chase and her fellow employees' employer on July 1, 2017. Ex. B, Reg'l Director's Dec. & Order at *2, *Apple Bus Co.*, Case No. 19-RD-203378 (Aug. 28, 2017), Request for Review denied, 2017 WL 6403493 (Dec. 14, 2017). Apple Bus did so under a contract it obtained with the Kenai Peninsula Borough School District ("School District") on October 20, 2016 to provide school bus transportation services in Alaska.[2] *Id.* Since Apple Bus knew it was going to, and did, hire a majority of the previous bargaining unit, Apple Bus and Teamsters first met on February 24, 2017 to begin negotiations on a new collective bargaining agreement. *Id.* at *2–*3. They have continued to negotiate by telephone and in person since then, *id.*, and reached a tentative agreement on or about July 17, 2019, awaiting only ratification by those the Union permits to ratify it.[3]

A. Petitioner's decertification petitions.

Chase filed her first decertification petition on July 31, 2017. Case No. 19-RD-203378; Ex. B, at *3. At Teamsters's behest, the Regional Director dismissed this petition as "premature" one month later based on the "successor bar" doctrine, Ex. B, at *3–*5, and the Board denied Petitioner's request for review, *see* 2017 WL 6403493 (Dec. 14, 2017).[4]

Having waited for the successor bar's expiration, Chase presented a majority decertification petition to Apple Bus on February 26, 2018. Chase asked Apple Bus to withdraw

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[2] Under a prior contract with the School District, First Student, Inc. had been the previous employer at various times from 2008 until midnight on June 30, 2017. Ex. B, at *1.

[3] *See In Re W. Co. & United Steelworkers of Am., AFL-CIO*, 333 NLRB 1314, 1317 (2001) (noting "it is for the Union to construe and apply its internal regulations relating to what would be sufficient to amount to ratification"); *see also Childers Prods. Co.*, 276 NLRB 709, 711 (1985), *review denied mem.* 791 F.2d 915 (3d Cir. 1986); *Houchens Mkt. of Elizabethtown, Inc. v. NLRB*, 375 F.2d 208, 212 (6th Cir. 1967); *Martin J. Barry Co.*, 241 NLRB 1011, 1013 (1979).

[4] The "successor bar" established in *UGL-UNICCO Service Co.*, 357 NLRB 801 (2011), is no longer at issue because that bar expired on February 24, 2018. Ex. B, at *4 (noting when the successor bar began), *Apple Bus Co.*, Case No. 19-RD-203378 (Aug. 28, 2017), Request for Review denied, 2017 WL 6403493 (Dec. 14, 2017).

recognition and cease bargaining with Teamsters pursuant to *Dura Art Stone, Inc.*, 346 NLRB 149 (2005). Because Apple Bus refused to withdraw recognition of the minority union,[5] Chase was forced to file this case on March 15, 2018, her *second* decertification petition supported by a majority "showing of interest." Rather than processing Chase's second petition, the Region has permitted Teamsters successfully to file calculated blocking charges with no election in sight, despite completion of settlements addressing and resolving the old outstanding charges and one of the new charges. *See* Ex. A (stating the Region "is continuing to monitor compliance for a reasonable period of time" despite Apple Bus's compliance with the notice posting requirements).

B. Teamsters files blocking charges right before the successor bar's expiration.

Faced with the successor bar's February 24, 2018 expiration and its lack of majority support, Teamsters strategically filed its first wave of ULP's—"blocking charges"—against Apple Bus. Teamsters filed four in January, Exs. C–F (Case Nos. 19-CA-212764, 19-CA-212776, 19-CA-212798, 19-CA-212813 (all filed Jan. 5, 2018)), and one eleven days before the bar's expiration, Ex. G (Case No. 19-CA-214770 (Feb. 13, 2018)). In these charges, Teamsters alleged Apple Bus refused to furnish information, unilaterally modified the contract, and refused to bargain—all allegations Teamsters knew would prompt the Region precisely to do what it did here, despite the employees' lack of knowledge or awareness of the alleged conduct.

The Regional Director halted this second decertification election effort at Teamsters's behest on March 20, 2018 based on these five blocking charges. Ex. H, Order Postponing Hearing Indefinitely, *Apple Bus Co.*, Case No. 19-RD-216636 (Mar. 20, 2018). It did so without

[5] Chase filed a ULP against Apple Bus for continuing to bargain with a minority union. Case No. 19-CA-216719 (filed Mar. 16, 2018). On September 7, 2018, Chase appealed the Region's August 15 dismissal of her charge to the General Counsel. Docket Activity, https://www.nlrb.gov/case/19-CA-216719. After first sustaining Chase's appeal in part on March 15, 2019, the Office of Appeals revoked the letter sustaining it and denied the entire appeal on April 2, 2019. *Id.*

holding a hearing, making a determination about the five blocking charges' legitimacy, or ordering Teamsters to prove a "causal nexus" between the alleged Apple Bus infractions and the employees' desire to be rid of Teamsters. Petitioner filed a Request for Review ("First Request for Review") of this decision eight days later, challenging the "blocking charge" rule.

Not willing to stop with just five contested charges, Teamsters filed two more ULPs in April alleging Apple Bus bargained in bad faith and illegally allowed and assisted in the employees' decertification efforts. Exs. I–J, Charges Against Employer, Case Nos. 19-CA-212890 (Apr. 9, 2018), 19-CA-218755 (Apr. 18, 2018). In the latter ULP, Teamsters claimed Chase and other employees, with the company's support, used company time to decertify Teamsters. Ex. J. Despite the ULP charge's lack of veracity, the Region never solicited Chase for an affidavit to address the Apple Bus taint allegation.

While the First Request for Review was pending, the Regional Director again held the second decertification election in abeyance based on these two additional unproven and contested ULP charges. Ex. K, Reg'l Director's Letter Holding in Abeyance, *Apple Bus Co.*, Case No. 19-RD-216636 (May 2, 2018). The Regional Director did so without holding a hearing, determining the blocking charges' legitimacy, or ordering Teamsters to prove a "causal nexus" between the alleged Apple Bus infractions and the employees' decertification petition.

On May 9, 2018, the Board denied Petitioner's First Request for Review with two Members' stating they favored revisiting or reconsidering the Board's blocking charge policy. Ex. L, Order, *Apple Bus Co.*, Case No. 19-RD-216636, 2017 WL 6403493, *1 n.1 (May 9, 2018).[6] Only after it successfully had blocked the election and the Board had denied Petitioner's

[6] Member Emanuel stated "an employee's petition for an election should generally not be dismissed or held in abeyance based on contested and unproven allegations of unfair labor practices," and Member Kaplan stated he would reconsider the issue in "a future appropriate case." Ex. L, Order, *Apple Bus Co.*, No. 19-RD-216636, 2017 WL 6403493, *1 n.1 (May 9, 2018).

First Request for Review did Teamsters withdraw all but one of its initial five charges.[7] As to the remaining fifth charge, the Region has never issued a complaint, and that charge's allegations are part of a February 28, 2019 settlement that will be discussed below. *See infra* Section C.

Despite the loss of her First Request for Review, Chase filed her Second Request for Review on May 15, 2018, this time of the Regional Director's May 2, 2018 decision, again challenging the "blocking charge" rule. A month later, Teamsters continued its blocking efforts by filing a charge on June 12, claiming almost three months after the fact that Apple Bus unjustifiably terminated Toni Knight ("Knight") only because she is a known "strong union supporter." Ex. M, Charge Against Employer, Case No. 19-CA-222039 (June 12, 2018). Without stating the facts surrounding Knight's termination, Teamsters claims Apple Bus has a double standard, preferring non-members to Teamsters members. *Id*. This new ULP charge baldly alleges Apple Bus terminated Knight for engaging in allegedly prohibited conduct while it continues to employ Chase, who Teamsters claims had engaged in identical prohibited conduct. *Id*. Chase, however, has not committed the same violation—leaving school children unattended on the school bus while it was running, nor can Teamsters establish otherwise. Ex. N, Chase Decl., ¶ 11 (originally attached to Third Request for Review).

While Petitioner's Second Request for Review was still pending, the Regional Director held the decertification election in abeyance again until the June 12 charge is resolved. Ex. O, Reg'l Director's Letter Holding in Abeyance, *Apple Bus Co.*, Case No. 19-RD-216636 (July 9, 2018). As with his other decisions, the Regional Director issued his third abeyance order without

[7] The Region approved Teamsters's withdrawal of Case Nos. 19-CA-212776, 19-CA-212798, and 19-CA-214770 on June 28, 2018. *See* Docket Activity, https://www.nlrb.gov/case/19-CA-212776; Docket Activity, https://www.nlrb.gov/case/19-CA-212798; Docket Activity, https://www.nlrb.gov/case/19-CA-214770. The Region then approved Teamsters's withdrawal of Case No. 19-CA-212764 on August 7, 2018. *See* Docket Activity, https://www.nlrb.gov/case/19-CA-212764.

Case No. 19-CA-212813 was part of a February 28, 2019 unilateral formal settlement agreement settling it and nine other charges (eight that are irrelevant here), which was approved that same day and fully complied with. Ex. A, at *1, *1 n.1.

holding a hearing, determining the blocking charge's legitimacy, or ordering Teamsters to prove a "causal nexus" between the alleged infraction and the decertification petition. The Region never even bothered to obtain an affidavit from Chase to determine whether Teamsters's assertions that she also had committed a violation has any factual basis, which it would be unable to establish. That same day, Teamsters filed a ULP charge asserting Apple Bus failed to provide information Teamsters requested. Ex. P, Charge against Employer, Case No. 19-CA-223071 (June 29, 2018).

On July 23, 2018, Petitioner filed a Request for Review ("Third Request for Review") of the Regional Director's July 9 abeyance decision, again challenging the "blocking charge" rule.

Two things then took place on August 2, 2018. The Board denied Petitioner's Second and Third Requests for Review with two Members noting they did so for institutional reasons, but that "they would consider revisiting the Board's blocking charge policy in a future appropriate proceeding." Ex. Q, Order, *Apple Bus Co.*, Case No. 19-RD-216636, 2018 WL 3703490, *1 n.1 (Aug. 2, 2018). That same day, the Region held Petitioner's decertification election in abeyance pending Teamsters's contested July 9 charge, without holding a hearing, making a threshold determination about the blocking charge's legitimacy, or ordering Teamsters to prove a "causal nexus" between the alleged Apple Bus infraction and the decertification petition. Ex. R, Email notifying of Reg'l Director's Decision Holding in Abeyance, *Apple Bus Co.*, Case No. 19-RD-223071 (Aug. 2, 2018).

Then, Teamsters withdrew one of its April charges (Ex. J), its June charge (Ex. M), and its July charge (Ex. P)—waiting to do so until after the Board's July 23, 2018 denial of Petitioner's Second and Third Requests for Review. *Compare* Docket Activity, https://www.nlrb.gov/case/19-CA-218755 (approving withdrawal on Sept. 28, 2018),

https://www.nlrb.gov/case/19-CA-222039 (approving withdrawal on Oct. 1, 2018), and Docket Activity, https://www.nlrb.gov/case/19-CA-223071 (approving withdrawal on Sept. 28, 2018) *with* Ex. Q (denying Second and Third Requests for Review). As for the remaining April ULP charge (Ex. I), the Region has never issued a complaint, and the allegations in that charge are part of the February 28, 2019 settlement that will be discussed below. *See infra* Section C.

C. Settlement of the two initial outstanding charges blocking the election.

Having withdrawn seven of its initial nine blocking charges, Teamsters only had two outstanding claims against Apple Bus blocking the March 15, 2018 decertification petition. The first claim is that Apple Bus failed to bargain in good faith by not meeting at reasonable times and dates. Ex. F (Case No. 19-CA-212813). The second claim is that Apple Bus also failed to bargain in good faith by surface bargaining based on Teamsters's view that Apple Bus, among a long list, failed to meet frequently enough, failed to reach a certain number of tentative agreements, took long caucuses, refused to bargain over a Teamsters security clause, and failed to provide documents Teamsters claims are necessary. Ex. I (Case No. 19-CA-218290).

Apple Bus and the Board reached a settlement ("First Settlement") on, or about, February 28, 2019 resolving the two remaining charges. Ex. S.[8] The First Settlement included a non-admissions clause stating Apple Bus was not admitting it had violated the law. Ex. S. Under that settlement, Apple Bus posted a notice on, or about, April 1, 2019, which the Region acknowledged it kept posted for the requisite sixty days. *See* Ex. A (stating the notice posting period had expired). With the First Settlement complete, Chase and the bargaining unit's hope for a decertification election, a hope they have nurtured since July 31, 2017, was near, or so they thought.

[8] Teamsters appears at first to have appealed this settlement on March 19, 2019, but then withdrew it seven days later. *See* Docket Activity, https://www.nlrb.gov/case/19-CA-212813.

D. Settlement of a new charge.

Confronted with its two remaining blocking charges resolution and with an election again in sight, Teamsters filed a new blocking charge on March 28, 2019—nine months after its last blocking charge. Ex. T, Charge Against Employer, Case No. 19-CA-238757 (Mar. 28, 2019). In this new charge, Teamsters claimed Apple Bus interfered with a Teamsters representative's access to both the property and employees. Ex. T. Before Chase even knew that this new charge was blocking her election,[9] Teamsters and Apple Bus entered into a Board settlement ("Second Settlement") on, or about, May 14, 2019 resolving it. Ex. U; *see also* Docket Activity, https://www.nlrb.gov/case/19-CA-238757. This settlement also included a non-admissions clause for Apple Bus. Ex. U. In accordance with the settlement, Apple Bus physically posted the notice on May 29 and 30, with the sixty-day posting having expired on, or about, July 30, 2019.

E. Teamsters filed blocking charges just before a possible August 2019 decertification election.

Again realizing an actual election was near and waiting months after several of the alleged violations had occurred, Teamsters filed four additional blocking charges against Apple Bus, two on June 6, 2019, Exs. V–W, Charges Against Employer, Case Nos. 19-CA-242905, 19-CA-242879, and two on June 7, 2019, Exs. X–Y, Charges Against Employer, Case Nos. 19-CA-242952, 19-CA-242954. In those ULP charges, Teamsters claimed Apple Bus 1) failed to bargain in good faith by not providing Teamsters with a copy of the revenue contract between Apple Bus and Kenai Peninsula, Ex. V; 2) improperly directed employees to talk to the employer, in addition to a Teamsters representative, about "bargaining proposals" through a May 21, 2019 flyer on a bulletin board, Ex. W; 3) interfered, chilled, and surveilled a union representative by asking him to leave if he was recruiting during a March 28, 2019 conversation

[9] The Regional Director notified Chase of this new blocking charge in its July 9, 2019 letter. Ex. A.

he was having with a non-union member who already had indicated to that representative his lack of desire to pay union dues, Ex. X; and 4) engaged in surface bargaining during the weeks of February 25 and April 8, 2019, Ex. Y.

Rather than holding a hearing, determining the blocking charges' legitimacy, or ordering Teamsters to prove a "causal nexus" between the alleged conduct and the decertification petition, the Regional Director issued his predictable sixth abeyance order. Ex. A. In addition, the Regional Director stated that despite the first two outstanding charges' resolution through the First Settlement, including compliance with the notice posting, he was "continuing to monitor compliance for a reasonable period [sic] time."[10] The Regional Director also stated the Region could not process the petition pending "final disposition of the charge" that was the Second Settlement's basis.

Chase now appeals this newest blocking charge abeyance decision, which conflicts with her Sections 7 and 9 rights. Chase also asks how long can a Region allow Teamsters strategically to block her election? Finally, she asks how long can the Region itself block the election by gratuitously "monitoring" settlements that already have been resolved? Such actions defy Chase's and the bargaining unit's rights years after they filed their first decertification petition, and highlight the maxim that "justice delayed is justice denied."

ARGUMENT

The National Labor Relations Act gives employees the right to choose or reject a union's representation. The Board, in turn, exists to conduct elections and thereby vindicate employees'

[10] Under the NLRB's Casehandling Manual, a Region should process a petition once a settlement is reached for an alleged but unproven unfair labor practice, the respondent does not admit liability as part of that settlement, and the petition is not withdrawn. NLRB Casehandling Manual (Part Two) Representation Proceeding Secs. 11733.2(a)(1); 11733.2(a)(2); 11733.2(a)(3). Because all three things occurred here, it is unclear why the Region is claiming it is still proper for it to continue to hold the petition in abeyance. *See Cablevision Sys. Corp*., 367 NLRB No. 59, 2018 WL 6722907, *3 (2018) (affirming a Region must process a decertification election "'at the petitioner's request following the parties' settlement and resolution of the unfair labor practice charge'" (quoting *Truserv Corp.*, 349 NLRB 227, 227 (2007))).

rights to choose or reject that union representation.[11] Yet current practice and law does not protect an employee's right to obtain a decertification election upon request. Instead, NLRB Regional Directors arbitrarily suspend decertification elections under the "blocking charge" rule based on a union's unproven and contested ULP allegations. Such blocks occurring at the unilateral behest of a union that knows it will lose or already has lost the bargaining unit employees' support.

Following current practice, the Regional Director once again automatically blocked Petitioner's decertification election as soon as Teamsters filed its recent wave of five ULP charges. Ex. A. The Regional Director did so despite Teamsters's calculated withdrawal of seven out of its nine prior blocking charges. The "blocking charge" rules allow Teamsters to "game the system" and strategically delay Petitioner's *decertification* election, to the deprivation of Petitioner's and Apple Bus employees' fundamental Sections 7 and 9 rights. This conflicts with the Board's current policy of rushing all *certification* petitions to an election while prohibiting "blocks" under any circumstances. *See Representation-Case Procedures,* 79 Fed. Reg. 74308, 74430–74460 (Dec. 15, 2014).

Despite the unequal treatment of the two, the difference between certification and decertification is an artificial one. The Board should cease applying a double-standard, grant Chase's request for review, reverse the Regional Director's decision, order Petitioner's election processed, and follow former Chairman Miscimarra's urging to implement a wholesale revision of the "blocking charge" rules. *Cablevision Sys. Corp.*, Case 29-RD-138839, *1 n.1 (June 30,

[11] *See, e.g., Johnson Controls, Inc.*, 368 NLRB No. 20, 2019 WL 2893706, *8 (July 3, 2019) (holding "[a] Board-conducted secret-ballot election . . . is the preferred means of resolving questions concerning representation"); *Gen. Shoe Corp.*, 77 NLRB 124, 126 (1948) (holding the Board "sparingly" should exercise its power to set aside an election because it cannot "police the details surrounding every election" and the secrecy in Board elections empowers employees to express their true convictions).

2016) (Order Denying Review), *dismissal rev'd, rem'd for pet. processing*, 367 NLRB No. 59 (2018).[12]

In the alternative, the Board should require the Region, before it automatically applies the "blocking charge" policy, either 1) explain what causal connection(s) exists to permit it to block Petitioner's election, *see* NLRB Casehandling Manual (Part Two) Representation Proceeding Sec. 11730.4 [hereinafter Casehandling Manual]; 2) explain why it believes the employees cannot exercise their free choice in an election despite the new ULP charges, removing Exception 2's application, Casehandling Manual Sec. 11731.2; or 3) conduct a *Saint-Gobain* "causation" hearing as a precondition to blocking Petitioner's decertification election, s*ee Saint-Gobain Abrasives, Inc.*, 342 NLRB 434 (2004).

I. The Board should overrule or revamp its "blocking charge" policy.

Apple Bus took no actions that interfered with employee free choice despite Teamsters's multiple self-serving claims to the contrary. And even if Apple Bus committed the alleged violations, those violations did not affect the decertification petition filed thirteen and fifteen months before the latest blocking charges were even filed. *See, e.g.*, *Tenneco Auto., Inc. v. NLRB*, 716 F.3d 640, 649–50 (D.C. Cir. 2013) (noting not all employer ULPs taint employees' decertification petition). Further, the employees' statutory right to petition for a decertification election should not be disregarded because Apple Bus allegedly acted unlawfully.

A. The Act exists to protect employees' rights.

NLRA Section 7 grants employees a statutory right to refrain from forming, joining, or assisting a labor organization. 29 U.S.C. § 157. Concomitant with that right to refrain, NLRA

[12] *See also Baltimore Sun Co. v. NLRB*, 257 F.3d 419, 426 (4th Cir. 2001) (noting Section 7 "guards with equal jealousy employees' selection of the union of their choice and their decision not to be represented at all"); *Valley Hosp. Med. Ctr., Inc. & SEIU Local 1107*, 28-RD-192131, 2017 WL 2963204 (Order Denying Review, July 6, 2017); *see also Pinnacle Foods Grp., LLC*, No. 14-RD-226626, 2019 WL 656304, at *1 (Order of Feb. 4, 2019) (Chairmen Ring and Member Kaplan, concurring)

Section 9(c)(1)(A)(ii) grants employees a statutory right to petition for a decertification election subject only to the express statutory limitation preventing such an election from being held within twelve months of a previous election. 29 U.S.C. §§ 159(c)(1)(A) & (c)(3). Employees' Section 7 free choice right is the NLRA's paramount concern, and such right should not be denied based on Board created arbitrary rules, "bars," or "blocks." *Pattern Makers' League v. NLRB*, 473 U.S. 95, 104 (1985); *Lechmere, Inc. v. NLRB*, 502 U.S. 527, 532 (1992) (noting Section 7 confers rights only on employees, not unions and their organizers); *see also Lee Lumber & Bldg. Material Corp. v. NLRB*, 117 F.3d 1454, 1463 (D.C. Cir. 1997) (Sentelle, J., concurring) (noting employee free choice is the "core principle of the Act" (quotation marks and citation omitted)).

An NLRB conducted secret-ballot election is the preferred mechanism by which employees can exercise their free choice rights, whether for certification or decertification. *Johnson Controls, Inc.*, 368 NLRB No. 20, 2019 WL 2893706, *8. Such elections promote workplace peace by ensuring two things. First, the employees support the representative empowered to speak and act for them. Second, the exclusive representative is motivated to represent the employees well in all interactions with the employer. Yet the Board's "blocking charge" policy sacrifices the employees' free choice rights to an unpopular union's Machiavellian maneuvering.

B. The Board's "blocking charge" policy infringes on employees' rights.

Congress did not establish the Board's "blocking charge" practice. Rather, its creation and application lies within the Board's discretion to effectuate the Act's policies. *Am. Metal Prods. Co.*, 139 NLRB 601, 604–05 (1962); *see also* Casehandling Manual Secs. 11730 et seq. (detailing the "blocking charge" procedures). Rather than carry out the Act's purpose, the

"blocking charge" policy debilitates Petitioner's and other employees' statutory rights, as this long delayed election case demonstrates.

The Board's "blocking charge" policy operates under a system of "presumptions" that prevent employees from exercising their Sections 7 and 9(c)(1)(A)(ii) statutory rights. As a result, a union can stop any decertification election simply by filing a ULP charge against an employer, regardless of that charge's veracity. When a blocking charge is filed, the Regional Director invariably holds the decertification proceeding in abeyance, which precisely is what has happened six times in this case—despite Teamsters ultimately withdrawing seven out of its nine prior blocking charges. No matter how offensive the claimed ULP charges, the Region should process employees' decertification election once there is a showing of 30% interest, the ballots counted, and any challenges or objections sorted out later, just as with certification elections.

Here, the Regional Director's immediate application of the "blocking charge" policy ignored, and continues to ignore, Chase and her fellow employees' longstanding desire to exercise their right to be free from Teamsters's representation. By automatically blocking this election, the Regional Director continues to treat Petitioner and her fellow employees like children unable to make up their own minds, even though they have "stayed the course" since they filed their first decertification in July 2017. Even if Apple Bus committed the technical violations alleged in the recent five ULP charges, "[t]he wrongs of the parent should not be visited on the children, and the violations of [the employer] should not be visited on these employees." *Overnite Transp. Co.*, 333 NLRB 1392, 1398 (2001) (Member Hurtgen, dissenting).

The Board's "blocking charge" policy often denies decertification elections even when, as here, the employees may be unaware of the alleged employer misconduct, the alleged misconduct occurred more than a year after the decertification was filed, or the employees'

longstanding disaffection from the union springs from an independent source. Use of "presumptions" to halt decertification elections serves only to entrench unpopular incumbent unions, forcing an unwanted minority representative on employees. Judge Sentelle's concurrence in *Lee Lumber* highlights the inequitable nature of the Board's policies. 117 F.3d at 1463–64.

C. The Board should overhaul its "blocking charge" policy.

The Board should reevaluate its discretionary Board policies, such as the Board's "blocking charge" policy, when industrial conditions warrant. *See, e.g.*, *IBM Corp.*, 341 NLRB 1288, 1291 (2004) (holding the Board has a duty to adapt the Act to "changing patterns of industrial life" and the special function of applying the Act's general provisions to the "complexities of industrial life") (citation omitted)). Given that a prior Board majority decided to rush all certification petitions to fast elections and hold objections and challenges until afterwards, 79 Fed. Reg. 74308, the current Board should adopt a neutral and balanced policy that will treat decertification elections the same way, thereby further protecting employees' rights. It is time to apply the election rules equally to both certification and decertification elections. Indeed, the Board Chairman and several Board members have shown a desire to revisit the blocking charge rules. *See supra* n.1.

Fairness considerations aside, the Board's continued practice of delaying and denying only decertification elections based on blocking charges has faced severe judicial criticism. In *NLRB v. Minute Maid Corp.*, the Fifth Circuit stated:

> [T]he Board is [not] relieved of its duty to consider and act upon an application for decertification for the sole reason that an unproved charge of an unfair practice has been made against the employer. To hold otherwise would put the union in a position where it could effectively thwart the statutory provisions permitting a decertification when a majority is no longer represented.

283 F.2d 705, 710 (5th Cir. 1960).[13]

Here, the Board should take administrative notice of its own statistics, which establish the Board blocks around 30% of decertification petitions, while the Board *never* blocks certification elections for any reason. *See* NLRB, *Annual Review of Revised R-Case Rules*, https://www.nlrb.gov/sites/default/files/attachments/news-story/node-4680/R-Case%20Annual%20Review.pdf. Unlike decertification petition procedures, the Board conducts all certification elections first, counts the ballots, and settles any objections or challenges afterwards. If the Board can rush certification petitions to quick elections by holding all objections and challenges until afterwards, it can do the same for decertification petitions. It is time the Board replace its discriminatory "blocking charge" rules with a system that affords employees seeking decertification elections *the same rights* as employees seeking a certification election.

Petitioner also urges the Board to overrule or overhaul its "blocking charge" policies to protect the NLRA's true touchstone—*employees*' paramount Section 7 free choice rights. *Int'l Ladies Garment Workers v. NLRB*, 366 U.S. 731, 737 (1961) (holding "there could be no clearer abridgment of § 7" than for a union and employer to enter into a collective bargaining relationship when the union lacks a majority of employees support).

In short, the Board should order Region 19 to proceed to a secret-ballot election without further delay to allow Petitioner and her colleagues to make their own free choice about unionization. A choice they are well equipped to do and have been for over two years. The employees' paramount Section 7 and 9 rights are at stake, and the Board should not disregard

[13] *See also Scomas of Sausalito, LLC v. NLRB*, 849 F.3d 1147, 1159 (D.C. Cir. 2017) (criticizing use of blocking charges as a tactic for delay); *Surratt v. NLRB*, 463 F.2d 378 (5th Cir. 1972) (rejecting applying the blocking charge policy); *Templeton v. Dixie Printing Co.*, 444 F.2d 1064 (5th Cir. 1971) (same); *NLRB v. Gebhardt-Vogel Tanning Co.*, 389 F.2d 71, 75 (7th Cir. 1968) (quoting *Minute Maid Corp.*, 283 F.2d at 710); *T-Mobile USA Inc. v. NLRB*, 717 F. App'x 1, 4 (D.C. Cir. 2018) (Sentelle, J., dissenting) (noting the Board's blocking charge policy causes "unfair prejudice").

their rights because Apple Bus allegedly committed mistakes. This especially is true here, where a raft of Teamsters ULP charges have yielded not one formal complaint against Apple Bus, where Teamsters has withdrawn seven of its initially filed nine blocking charges, and where the Board and Apple Bus concluded two of the prior charges and one of the new charges, all by settlements with non-admissions clauses. *See, e.g.*, *Cablevision Sys. Corp.*, 367 NLRB No. 59, 2018 WL 6722907, *3 (holding a decertification election must be processed following settlement and resolution of ULP charges).

D. The current case continues to show the "blocking charge" policy's impingement on employees' rights.

The Regional Director's sixth automatic denial of Petitioner's and employees' Section 9(c)(1)(A)(ii) right to petition for a decertification highlights the current "blocking charge" policy's absurdity. Apple Bus perpetrated no "wrongs." Not only are Teamsters's newest charges self-serving, minor, and often baseless, they were filed to delay and postpone the decertification election rather than to advocate on behalf of wronged employees, making application of the "blocking charge" policy even worse. Despite majority support for decertification more than a year before the alleged misconduct occurred, the Region continues indefinitely to postpone an election proceeding based on the notion that some connection might exist between that petition and the allegedly unlawful employer conduct. Indeed, the actions here have permitted Teamsters to enter into a collective bargaining agreement almost fifteen months after it was shown to be a minority union. *Int'l Ladies' Garment Workers Union*, 366 U.S. at 737 (noting a union and employer engaging in collective bargaining when a majority of employees do not support union representation is a clear Section 7 abridgement).

Master Slack Corporation compels a determination that the ULP charges at issue should not block the election. 271 NLRB 78 (1984). To block an election, *Master Slack* demands a ULP

be "of a character as to either affect Teamsters's status, cause employee disaffection, or improperly affect the bargaining relationship itself." *Id* at 84. Stated more succinctly, "the unfair labor practices must have caused the employee disaffection here or at least had a 'meaningful impact' in bringing about that disaffection." *Id.* To determine whether a causal connection exists, one must analyze several factors including: "[1] the nature of the illegal acts, including the possibility of their detrimental or lasting effect on employees; [2] any possible tendency to cause employee disaffection from the union; and [3] the effect of the unlawful conduct on employee morale, organizational activities, and membership in the union." *Id.* (citing *Olson Bodies, Inc.*, 206 NLRB 779 (1973)).

None of the allegations in the five newest ULPs allege serious unilateral changes by the Employer that improperly affect the bargaining relationship or that are essential employment terms and conditions. The violation types that cause dissatisfaction "are those involving coercive conduct such as discharge, withholding benefits, and threats to shutdown the company operation." *Tenneco Auto*, 716 F.3d at 650 (finding employer's refusal to provide union addresses of replacement employees, requirement that employees obtain company permission before posting materials, and discipline of union advocate did not taint petition); *see also Goya Foods*, 347 NLRB 1118, 1122 (2006) (finding hallmark violations are those "issues that lead employees to seek union representation").

Here, the new ULP charges contain self-serving allegations and innuendos claiming Apple Bus questioned Teamsters's increased presence on the Apple Bus's property, refused to provide a requested document, posted a notice informing employees they could ask Apple Bus questions together with Teamsters, interrupted a Teamsters representative and told him that he would need to leave if he was soliciting while he was speaking to a non-union employee who

had conveyed that he did not want to pay union dues, and surface bargained four and two months before the charge's filing. Exs. V–Y. Much like the other charges that Teamsters has withdrawn, these allegations are nowhere near a "hallmark violation" such as "threats to shutdown the company operation." *Tenneco*, 716 F.3d at 650. Nor is Apple Bus's conduct the type that encourages employees "to seek union representation." *Goya Foods*, 347 NLRB at 1122. There is no evidence that Apple Bus employees even knew of the events at the bargaining table, or about a single conversation that allegedly took place with a union representative—all removing any possible taint. Teamsters' charges are undercut even more by the fact Apple Bus and Teamsters reached a collective bargaining agreement on July 17, 2019, removing any support for Teamsters's claims of 1) failure to bargain, 2) failure to provide documents that were necessary to reach said agreement, or 3) undermining Teamsters's ability to negotiate a fair deal. Any way Teamsters's charges are evaluated, they lack merit.

Even if Teamsters' charges had merit, they cannot block the election and nullify employees' Sections 7 and 9 rights as there is no "possibility of their detrimental or lasting effect on employees" and no "possible tendency to cause employee disaffection from the union." *Master Slack*, 271 NLRB at 84; *see also Tenneco*, 716 F.3d at 650. Petitioner and the other bargaining unit members already had determined they were dissatisfied with Teamsters and had filed their second decertification fourteen and fifteen months before these new ULP charges. All of this occurring long before Teamsters's new charges, and with several of the alleged violations occurring months before Teamsters even filed the applicable charge. *See* Ex. Y (waiting four and two months respectively to allege Apple Bus surface bargained); Ex. X (waiting three months to claim the Apple Bus employee interrupted the union representative's conversation with the non-

union member); Ex. V (waiting almost a month to claim Apple Bus refused to provide a document).

The claims and sequence of events here remove even the specter of taint from this decertification petition and suggests the ULP charges were, yet again, Teamsters's strategic attempt to block the election. *See Pinnacle Foods Grp., LLC*, 2019 WL 656304, at *1 (Chairmen Ring and Member Kaplan noting the suspect timing of a ULP "filed 18 months after the Union's certification and 12 months after the parties began bargaining, but only days after the decertification petition was filed" suggests a primary purpose of delaying the decertification election and supports the Board's revisit of "the blocking charge policy in a future rulemaking proceeding").

There is no causal connection, as required by *Master Slack*, between these ULP charges and Petitioner's decertification petition. Here, employees have been disenchanted with Teamsters for several years. Any way Teamsters's charges are evaluated, they lack merit, and, even if they do not, they cannot block the election and nullify employees' Sections 7 and 9 rights.

II. Alternatively, the Board should require the Region to process the petition or establish a "causal nexus" between the alleged Employer infractions and the employees' decertification desire to justify the "blocking charge" policy's continued application.

A. The Region should hold an immediate election.

The Regional Director deprived Petitioner and other employees of their Section 7 rights by automatically blocking their decertification election without evidence that the alleged ULPs influenced the employees to petition for Teamsters's removal. The Region's proper course of action is to hold the election, count the ballots, and then schedule a hearing *after* the election, if Teamsters files objections. *See supra* Section I.C.

B. The Region should establish, either itself or by requiring Teamsters to do so at a *Saint-Gobain* hearing, that a "causal nexus" exists precluding application of Exception 2 and the election's processing.

The Regional Director should, before blocking the election, have to establish why he 1) opines that there is a causal nexus between the charges and the decertification petition that precludes the election's processing, Casehandling Manual Sec. 11730.4 (noting if a Regional Director establishes no causal relationship between the ULP allegations and a decertification petition, the Regional Director should reconsider whether the charge should continue to block the petition's processing), and 2) believes the employees could not exercise their free choice in an election despite "blocking charges" and thereby excluding application of Exception 2, Casehandling Manual Sec. 11731.2 (noting a decertification election should proceed and the Regional Director should deny a blocking request where individuals could exercise their free choice). A mere statement that "[i]f found to be meritorious, these charges could interfere with employee free choice in an election, were one to be conducted" is insufficient without more to establish either fact. Ex. A, at 2.

In the alternative, the Regional Director should require Teamsters to prove a "causal nexus" exists at a *Saint-Gobain* evidentiary hearing. For a ULP to taint a petition or block an election, there must be a "causal nexus" between Apple Bus's actions and the employees' dissatisfaction with Teamsters. *Master Slack*, 271 NLRB 78. But here, there has been no such showing nor did the Regional Director compel Teamsters to make such a showing. Not only did the alleged violations occur over a year after the decertification had been filed negating any causal connection, Petitioner is left to speculate about Teamsters's claimed causal connection between the employees' motivations for wanting to oust Teamsters and Teamsters's new ULP charges.

At the very least, the Board should require the Regional Director to hold a *Saint-Gobain* hearing as a precondition to blocking an election based on Teamsters's ULP charges. *Saint-Gobain Abrasives, Inc.*, 342 NLRB at 434. At such an adversarial hearing Teamsters will have to meet its burden of proof that a "causal nexus" exists. *See, e.g., Roosevelt Mem'l Park, Inc.*, 187 NLRB 517, 517–18 (1970) (holding a party asserting a bar's existence bears the burden of proof). As the Board noted in *Saint-Gobain*, "it is not appropriate to speculate, without facts established in a hearing, that there was a causal relationship between the conduct and the disaffection. To so speculate is to deny employees their fundamental Section 7 rights." *Saint-Gobain Abrasives, Inc.*, 342 NLRB at 434. But with no *Saint-Gobain* hearing or an explanation from the Region, all this record contains is conjecture.

The Regional Director has erred, again and again, by reflexively blocking this election and by failing to find, or by failing to require Teamsters to prove in an adversarial hearing, the "causal nexus" between the allegations in Teamsters's ULP charges and the employees' continued disaffection. Petitioner and her fellow employees' Section 7 and 9 rights have been rendered meaningless by this process.

CONCLUSION

The Board should grant Petitioner's Request for Review, reverse the Regional Director's decision, and order the Regional Director to process this decertification petition and count the ballots. In addition, the Board should overrule or substantially overhaul its "blocking charge" policy.

Respectfully submitted,

/s/ Amanda K. Freeman
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CERTIFICATE OF SERVICE

I hereby certify that on August 1, 2019, a true and correct copy of the foregoing Request for Review was filed with the Executive Secretary using the NLRB e-filing system, and copies were sent to the following parties via e-mail, as noted:

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EXHIBIT A

UNITED STATES GOVERNMENT
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REGION 19
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July 9, 2019

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Re: Apple Bus Company
Case 19-RD-216636

Dear Ms. Freeman and Mr. Taubman:

This is to notify you that the petition in the above-captioned case will continue to be held in abeyance pending the investigation and disposition of recently filed unfair labor practice charges. As you are aware, the petition is currently blocked pending compliance with the settlement in Cases 19-CA-230002 et al.[1] While the notice posting period has expired, the Region is continuing to monitor compliance for a reasonable period time (see Compliance Manual Section 10528.4 Bargaining Obligations Monitored for a Reasonable Period of Time). The Board has denied requests for review of the Region's decision to block the petition pending the disposition of these cases.

On March 28, 2019, the Union filed a charge in Case 19-CA-238757. Thereafter, the Region found merit to the allegation that the Employer violated Section 8(a)(5) of the Act by unilaterally rescinding the agreement it negotiated with the Union regarding visitation to the Employer's facilities, including by changing the agreement to require the Union to provide a reason and time-frame for the visit, and by refusing visitation despite the Union having provided the 24-hours e-mailed notice required under the agreement. As this allegation could interfere with employee free choice in an election, were one to be conducted, the Region granted the Charging Party's request to block on about May 2, 2019. The parties' informal settlement agreement resolving this case was approved on about May 14, 2019. Accordingly, the Region cannot process the petition further until final disposition of the charge (See Representation Casehandling Manual Section 11730.2).

On June 6, 2019, the Union filed a charge in Case 19-CA-242905 alleging the Employer violated Section 8(a)(5) of the Act by failing to provide the Union with the revenue contract between Apple Bus and the Kenai Peninsula School District where bargaining unit employees work. Also on June 6, 2019, the Union filed a charge in Case 19-CA-242879, alleging the

[1] The complete list of cases included in the settlement are: 19-CA-230002, 19-CA-229797, 228939, 229782, 227811, 227810, 222050, 221066, 218290, and 212813.

Employer dealt directly with employees regarding bargaining proposals. On June 7, 2019, the Union filed a charge in Case 19-CA-242952 alleging the Employer interfered, restrained, chilled, and surveilled employees in the exercise of their Section 7 rights when it informed the Union representative that he had to leave the premises. Also on June 7, 2019, the Union filed a charge in Case 19-CA-242954 alleging the Employer engaged in surface bargaining. The Union filed blocking requests in each case. If found to be meritorious, these charges could interfere with employee free choice in an election, were one to be conducted. As such, the Region granted the Charging Party's' requests to block and cannot process the petition further until final disposition of these charges (See Representation Casehandling Manual Section 11730.2).

Right to Request Review: Pursuant to Section 102.71 of the National Labor Relations Board's Rules and Regulations, you may obtain a review of this action by filing a request with the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001. The request for review shall be submitted in eight copies, unless filed electronically, with a copy filed with the regional director, and all copies must be served on all the other parties. The request must contain a complete statement setting forth facts and reasons upon which the request is based.

Procedures for Filing Request for Review: A request for review must be received by the Executive Secretary of the Board in Washington, DC, by close of business **(5 p.m. Eastern Time) on Friday, 19 July 2019,** unless filed electronically. If filed electronically, it will be considered timely if the transmission of the entire document through the Agency's website is **accomplished by no later than 11:59 p.m. Eastern Time on Tuesday, 23 July 2019.**

Consistent with the Agency's E-Government initiative, parties are encouraged, but not required, to file a request for review electronically. Section 102.114 of the Board's Rules do not permit a request for review to be filed by facsimile transmission. A copy of the request for review must be served on each of the other parties to the proceeding, as well as on the undersigned, in accordance with the requirements of the Board's Rules and Regulations.

Filing a request for review electronically may be accomplished by using the Efiling system on the Agency's website at www.nlrb.gov. Once the website is accessed, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt of the request for review rests exclusively with the sender. A failure to timely file the request for review will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off line or unavailable for some other reason, absent a determination of technical failure of the site, with notice of such posted on the website.

The Board may grant special permission an extention of time within which to file a request for review. A request for extension of time, which may also be filed electronically, should be submitted to the Executive Secretary in Washington, and a copy of such request for extension of time should be submitted to the Regional Director and to each of the other parties to this proceeding. A request for an extension of time must include a statement that a copy has

been served on the Regional Director and on each of the other parties to this proceeding in the same manner or a faster manner as that utilized in filing the request with the Board.

Very truly yours,

RONALD K. HOOKS
Regional Director

cc: Office of the Executive Secretary (by e-mail)

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EXHIBIT B

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19

APPLE BUS COMPANY

Employer

And **Case 19-RD-203378**

ELIZABETH J. CHASE

Petitioner

And

GENERAL TEAMSTERS LOCAL 959

Union

DECISION AND ORDER

Petitioner seeks to decertify a unit consisting of all full-time and regular part-time school bus drivers, special service drivers, monitors, and attendants employed by the Employer and servicing the Kenai Peninsula Borough School District and summer shuttle trips, at locations from Portage to Seward and Seward to Homer, Alaska.

At issue before me is whether the instant RD petition should be dismissed under the successor bar doctrine set forth in *UGL-UNICCO Service Co.*, 357 NLRB 801 (2011).

Based on the facts set forth in the parties' joint stipulation and the applicable case law, I find that the successor bar appropriately applies to the case before me and bars the processing of the RD petition. Accordingly, it is hereby ordered that the petition in this matter is dismissed.

I. FACTS

From at least 2008 through the end of the 2016-2017 school year, First Student, Inc. ("First Student") performed transportation services for students in the Kenai Peninsula Borough School District ("School District"), as well as shuttle transportation during the summer months.

On about February 28, 2008, the Board certified the Union as the collective-bargaining representative of all full-time and regular part-time school bus drivers, special service drivers, monitors, and attendants employed by First Student and servicing the School District and summer shuttle trips, at locations from Portage to Seward and Seward to Homer, Alaska.

The most recent collective bargaining agreement between First Student and the Union was in effect from August 1, 2015, through July 31, 2018 ("First Student Agreement").

In the fall of 2016, the School District awarded a bid for 2017-2018 school year transportation services to the Employer. On October 20, 2016, the School District entered into a contract with the Employer, effective July 1, 2017, for the provision of such services.

On February 24, 2017, the Union and the Employer first met at the Anchorage Union hall to discuss a probable collective bargaining relationship. In that meeting, the Union provided the Employer with the First Student Agreement. The stipulated record is silent as to what, if anything, else the Union and the Employer discussed at the meeting. In the few weeks following the initial meeting, the Union and the Employer had several phone calls. Although the exact nature and details of the calls are not clear from the stipulated record, the parties agree that the Union proposed, but the Employer rejected, to agree to be bound by the First Student Agreement.

In early April 2017, the Employer held driver meetings with the First Student Bargaining Unit and a representative of the Union. The following week, on April 12, 2017, the Union sent a proposed Letter of Agreement to the Employer, which referred to and adopted the First Student Agreement. Again, the Employer rejected the Union's proposal and instead counter-proposed one of its agreements with a different Teamsters local as a suggested format for a new agreement. The Union rejected the Employer's proposed agreement.

In May 2017, the Union met with the Employer and once more requested that the Employer adopt the First Student Agreement. The Employer again refused. It is uncontested that the Employer has not adopted or agreed to be bound by the First Student Agreement.

Also in May 2017 the Employer consulted with the Union and reached an oral understanding about the offers of employment and initial terms of employment for employees in the bargaining unit. Regarding wages, the offers of employment stated that wages were based on the number of years driving a bus for the School District. The stipulated record does not detail the actual wages offered to unit employees. Regarding benefits, the offers of employment indicated that the Employer would pay 75 percent of the employee-only health premiums from September through May, with a benefit plan packet made available on July 1, 2017. Finally, the offer letter provided that each employee would receive five paid floating holidays.

Shortly before June 8, 2017 the 2016-2017 school year ended, as did First Student's contract with the School District. On June 8, 2017, the Employer sent offer letters to 105 of the 126 bargaining unit employees previously employed by First Student.

On July 1, 2017, the Employer's contract with the School District officially became effective. In late June and early July 2017, the Union and the Employer engaged in bargaining over a less than ninety-day agreement to cover summer shuttle transportation services, however the parties did not reach an agreement in that matter. The stipulated record does not detail the frequency, length of time, or scope of the referenced bargaining sessions.

On July 14, 2017, the Union forwarded a Letter of Agreement providing that the Employer agree to abide by the terms and conditions set forth in the First Student Agreement. Again, the Employer declined to do so. On July 18 and 19, 2017, the Union and the Employer

met to bargain over a new collective-bargaining agreement. The parties did not reach agreement, but agreed to the following: a Declaration of Purpose article, a Recognition Clause, a Maintenance of Standards article, and a Union stewards article.

On July 31, 2017, Petitioner filed the instant RD petition seeking to decertify the Union as the collective-bargaining representative of bargaining unit employees.

On August 9, 10, and 11, 2017, the Union and the Employer met again to bargain over a new collective-bargaining agreement. As of August 11, 2017, the date of the stipulated record, the parties had not reached an agreement.

As of August 11, 2017, the Employer employed 98 former First Student bargaining unit employees and 4 new employees who did not previously work for First Student. The Employer believes that, as of August 14, 2017, it will employ 115 school bus drivers, special service drivers, monitors, and attendants in the Employer's bargaining unit.

II. ANALYSIS

A. Board Law

In *UGL-UNICCO Service Co.*, 357 NLRB 801 (2011), the Board restored the "successor bar" doctrine previously discarded under *MV Trans.*, 337 NLRB 770 (2002). This doctrine applies "in situations where the successor has abided by its legal obligation to recognize an incumbent union, but where the 'contract bar' doctrine is inapplicable, either because the successor has not adopted the predecessor's collective-bargaining agreement or because an agreement between the union and the successor does not serve as a bar under existing rules." *UGL-UNICCO Service Co.*, 357 NLRB at 808. The Board held that in cases where the successor bar doctrine applies, "the union is entitled to a reasonable period of bargaining, during which no question concerning representation that challenges its majority status may be raised through a petition for an election filed by employees." *Id.*

A "reasonable period of bargaining" for the purposes of the successor bar doctrine lasts "no less than 6 months, but no more than 1 year." *Id.* This period is "measured from the date of the first bargaining session after recognition." *Sabreliner Aviation, LLC*, 2015 WL 5564623, n.1 (NLRB 2015) (citing *UGL-UNICCO Service Co.*, 357 NLRB at 809). When less than 6 months has passed, the Board has declined to examine the number of negotiation sessions or time spent in bargaining before the filing of the petition at issue. *Id.*

In determining whether, after 6 months, a reasonable period has passed, the Board examines:

> "(1) whether the parties are bargaining for an initial contract; (2) the complexity of the issues being negotiated and of the parties' bargaining process; (3) the amount of time elapsed since bargaining commences and the number of bargaining sessions; (4) the amount of progress made in

> negotiations and how near the parties are to concluding an agreement; and (5) whether the parties are at impasse."

UGL-UNICCO Service Co., 357 NLRB at 809 (citing *Lee Lumber & Building Material Corp.*, 334 NLRB 399, 402 (2001)). *See also FJC Security Services, Inc.*, 360 NLRB 929 (2014) (finding that no successor bar existed when petition filed because a reasonable period for bargaining had elapsed).

With regard to establishing successorship, the Board noted in *UGL-UNICCO Service Co.*, that a new employer is a successor required to recognize and bargain with an incumbent union "when there is 'substantial continuity' between the two business operations and when a majority of the new company's employees had been employed by the predecessor." 357 NLRB at 801 (citing *Fall River Dyeing & Finishing Corp. v. NLRB*, 482 U.S. 27, 42-44, 46-47 (1987)). Except where it is perfectly clear "that the new employer plans to retain all employees in the bargaining unit," a successor need not adopt an existing collective-bargaining relationship between the union and the predecessor employer, but rather is "free to set initial terms and conditions of employment unilaterally, without first bargaining with the union." *Id.* at 803 (citing *NLRB v. Burns Int'l Sec. Svcs.*, 406 U.S. 272, 294-295 (1972)).

B. Application

As a preliminary matter, I find that the Employer is a successor employer to First Student. Specifically, the Employer employs well over a majority of unit employees who had previously been employed by First Student and the Employer assumed a contract for provision of the exact same services, namely transportation for the School District. As the Employer did not make perfectly clear that it would hire all First Student bargaining unit employees, and did not in fact offer to hire all First Student bargaining unit employees, the Employer was free to set initial terms and conditions of employment for its bargaining unit employees.

Moreover, I find that this is the very circumstance in which the successor bar doctrine applies, as the Employer abided by its legal obligation to recognize the Union but elected not adopt the First Student Agreement. Therefore, the Union is entitled to a reasonable period of bargaining of at least 6 months but no more than a year from the date of the first bargaining session "during which no question concerning representation that challenges its majority status may be raised through a petition for an election filed by employees." *Id.* at 808.

Here, the Union and the Employer first met for bargaining February 24, 2017, and, a little over 5 months later, Petitioner filed the instant RD petition July 31, 2017. As Petitioner filed the RD petition in under the minimum 6 months automatically granted under the successor bar doctrine, I find that this alone is sufficient to warrant dismissing the petition. As I am bound by current Board law in my conclusions, any arguments regarding changing the successor bar doctrine are appropriately directed to the Board.

Even assuming *arguendo* that over 6 months had passed, I would nevertheless find that a reasonable period of time of under 1 year has not passed for the following reasons: the parties are

bargaining for an initial contract, the Employer had only employed some unit employees for 1 month at the time of the filing of the RD petition, the parties have participated in at least five bargaining sessions for an initial contract in the 6 weeks from the date the Employer assumed the School District contract to the date of the stipulated record, and there is no evidence that the parties are at impasse. Though the stipulated record does not reveal the amount of progress made in negotiations or how near the parties are to reaching an agreement, I conclude that the remaining factors weigh in favor of finding that a reasonable period of time had not passed prior to the filing of the RD petition.

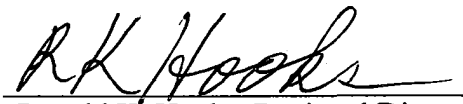
In conclusion, I find that the Employer is a successor within the meaning of the Act, that the successor bar doctrine applies, and that a reasonable period of time had not passed prior to the filing of the instant RD petition. Therefore, it is hereby ordered that the petition in this matter is dismissed.

IV. RIGHT TO REQUEST REVIEW

Pursuant to Section 102.67(c) of the Board's Rules and Regulations, you may obtain a review of this action by filing a request with the Executive Secretary of the National Labor Relations Board. The request for review must conform to the requirements of Section 102.67(d) and (e) of the Board's Rules and Regulations and must be filed by September 11, 2017.

A request for review may be E-Filed through the Agency's website but may not be filed by facsimile. To E-File the request for review, go to www.nlrb.gov, select E-File Documents, enter the NLRB Case Number, and follow the detailed instructions. If not E-Filed, the request for review should be addressed to the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001. A party filing a request for review must serve a copy of the request on the other parties and file a copy with the Regional Director. A certificate of service must be filed with the Board together with the request for review.

Dated: 28th of August, 2017



Ronald K. Hooks, Regional Director
National Labor Relations Board, Region 19
915 2nd Ave Ste 2948
Seattle, WA 98174-1006

EXHIBIT C

FORM EXEMPT UNDER 44 U.S.C. 3512

INTERNET FORM NLRB-501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case	Date Filed
19-CA-212764	1-5-2018

INSTRUCTIONS:
File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer
Apple Bus Company

b. Tel. No. (816) 618-3310
c. Cell No. (269) 830-6176
f. Fax No. (816) 618-3303
g. e-Mail stephanie.teters@applebuscompany

d. Address (Street, city, state, and ZIP code)
230 E. Main Street
Cleveland, MO 64734
(work location: 34234 Industrial Street, Soldotna, AK 99669)

e. Employer Representative
Stephanie Teters

h. Number of workers employed
approximately 120

i. Type of Establishment (factory, mine, wholesaler, etc.)
Public school bus contractor

j. Identify principal product or service
Pupil Transportation

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

Within the last six (6) months, the Company has failed to bargain in good faith with the Union by its failure to provide information that the Union requested during the course of contract negotiations. The information requested is necessary for the Union to bargain for a new cba with Apple Bus Co. This is an ongoing problem.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
International Brotherhood of Teamsters, Local 959

4a. Address (Street and number, city, state, and ZIP code)
520 E. 34th Ave. Suite 102
Anchorage, Alaska 99503

4b. Tel. No. 907-751-8557
4c. Cell No.
4d. Fax No. 907-751-8595
4e. e-Mail jmarton@akteamsters.com

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) International Brotherhood of Teamsters, Local 959

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.

By [signature] John Marton
(signature of representative or person making charge) (Print/type name and title or office, if any)

Address 520 E. 34th Ave., Suite 102, Anchorage, AK 99503 1/5/2018 (date)

Tel. No. 907-751-8557
Office, if any, Cell No.
Fax No. 907-751-8595
e-Mail jmarton@akteamsters.com

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.

EXHIBIT D

FORM EXEMPT UNDER 44 U.S.C. 3512

INTERNET FORM NLRB-501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 19-CA-212776	Date Filed 1-5-2018

INSTRUCTIONS:
File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer
Apple Bus Company

b. Tel. No. (816) 618-3310

c. Cell No. (269) 830-6176

f. Fax No. (816) 618-3303

g. e-Mail stephanie.teters@applebuscompany

d. Address *(Street, city, state, and ZIP code)*
230 E. Main Street
Cleveland, MO 64734
(work location: 34234 Industrial Street, Soldotna, AK 99669)

e. Employer Representative
Stephanie Teters

h. Number of workers employed
approximately 120

i. Type of Establishment *(factory, mine, wholesaler, etc.)*
Public school bus contractor

j. Identify principal product or service
Pupil Transportation

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and *(list subsections)* (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)*
Within the last six (6) months, the Company has failed to bargain in good faith with the Union by its action(s) in unilaterally changing terms and working conditions for employees in the bargaining unit represented by the Union during the course of current cba negotiations.

3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*
International Brotherhood of Teamsters, Local 959

4a. Address *(Street and number, city, state, and ZIP code)*
520 E. 34th Ave. Suite 102
Anchorage, Alaska 99503

4b. Tel. No. 907-751-8557

4c. Cell No.

4d. Fax No. 907-751-8595

4e. e-Mail
jmarton@akteamsters.com

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)*
International Brotherhood of Teamsters, Local 959

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.

By [signature] John Marton
(signature of representative or person making charge) *(Print/type name and title or office, if any)*

Address 520 E. 34th Ave., Suite 102, Anchorage, AK 99503 1/5/2018 *(date)*

Tel. No. 907-751-8557

Office, if any, Cell No.

Fax No. 907-751-8595

e-Mail
jmarton@akteamsters.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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EXHIBIT E

FORM EXEMPT UNDER 44 U.S.C 3512

INTERNET FORM NLRB-501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case	Date Filed
19-CA-212798	1-5-2018

INSTRUCTIONS:
File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer
Apple Bus Company

b. Tel. No. (816) 618-3310
c. Cell No. (269) 830-6176
f. Fax No. (816) 618-3303
g. e-Mail stephanie.teters@applebuscompany.com
h. Number of workers employed approximately 120

d. Address *(Street, city, state, and ZIP code)*
230 E. Main Street
Cleveland, MO 64734
(work location: 34234 Industrial Street, Soldotna, AK 99669)

e. Employer Representative
Stephanie Teters

i. Type of Establishment *(factory, mine, wholesaler, etc.)*
Public school bus contractor

j. Identify principal product or service
Pupil Transportation

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and *(list subsections)* (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)*
Within the last six (6) months, the Company has failed to bargain in good faith with the Union by its action(s) in unilaterally changing employees' wages in the bargaining unit represented by the Union during the course of current cba negotiations.

3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*
International Brotherhood of Teamsters, Local 959

4a. Address *(Street and number, city, state, and ZIP code)*
520 E. 34th Ave. Suite 102
Anchorage, Alaska 99503

4b. Tel. No. 907-751-8557
4c. Cell No.
4d. Fax No. 907-751-8595
4e. e-Mail jmarton@akteamsters.com

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)* International Brotherhood of Teamsters, Local 959

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.

By John Marton
(Signature of representative or person making charge) *(Print/type name and title or office, if any)*

1/5/2018
(date)

Address 520 E. 34th Ave., Suite 102, Anchorage, AK 99503

Tel. No. 907-751-8557
Office, if any, Cell No.
Fax No. 907-751-8595
e-Mail jmarton@akteamsters.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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EXHIBIT F

INTERNET FORM NLRB-501 (2-08)

FORM EXEMPT UNDER 44 U.S.C 3512

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case	Date Filed
19-CA-212813	1-5-2018

INSTRUCTIONS:
File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer
Apple Bus Company

b. Tel. No. (816) 618-3310

c. Cell No. (269) 830-6176

d. Address *(Street, city, state, and ZIP code)*
230 E. Main Street
Cleveland, MO 64734
(work location: 34234 Industrial Street, Soldotna, AK 99669)

e. Employer Representative
Stephanie Teters

f. Fax No. (816) 618-3303

g. e-Mail
stephanie.teters@applebuscompany

h. Number of workers employed
approximately 120

i. Type of Establishment *(factory, mine, wholesaler, etc.)*
Public school bus contractor

j. Identify principal product or service
Pupil Transportation

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and *(list subsections)* (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)*
Within the last six (6) months, the Company has failed to bargain in good faith with the Union by its failure to agree to schedule negotiations meetings and meet with the Union at reasonable dates/times for the purpose of bargaining a cba between the parties.

3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*
International Brotherhood of Teamsters, Local 959

4a. Address *(Street and number, city, state, and ZIP code)*
520 E. 34th Ave. Suite 102
Anchorage, Alaska 99503

4b. Tel. No. 907-751-8557

4c. Cell No.

4d. Fax No. jmarton@akteamster

4e. e-Mail

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)*
International Brotherhood of Teamsters, Local 959

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.

By [signature] John Marton
(signature of representative or person making charge) *(Print/type name and title or office, if any)*

Address 520 E. 34th Ave., Suite 102, Anchorage, AK 99503 1/5/2018 *(date)*

Tel. No. 907-751-8557

Office, if any, Cell No.

Fax No. 907-751-8595

e-Mail
jmarton@akteamsters.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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EXHIBIT G

FORM EXEMPT UNDER 44 U.S.C 3512

INTERNET FORM NLRB-501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
19-CA-214770	2-13-2018

INSTRUCTIONS:
File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer
Apple Bus Company

b. Tel. No. (816) 618-3310
c. Cell No. (269) 830-6176
f. Fax No. (816) 618-3303
g. e-Mail

d. Address *(Street, city, state, and ZIP code)*
230 E. Main Street
Cleveland, MO 64734
(work location: 34234 Industrial Street, Soldotna, AK 99669)

e. Employer Representative
Stephanie Teters

h. Number of workers employed
approximately 120

i. Type of Establishment *(factory, mine, wholesaler, etc.)*
Public school bus contractor

j. Identify principal product or service
Pupil Transportation

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and *(list subsections)* (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)*
Within the last six (6) months, the Company has failed to bargain in good faith with the Union by its failure to provide prior notice to the Union re: changes it was going to make during the course of contract negotiations for holiday pay, standby pay, park out benefits/pay, and longevity. During the course of bargaining the Company has unilaterally provided gifts to certain employees in the form of holiday pay, standby pay and park out pay/benefits without prior knowledge of the Union. The Company unilaterally ceased holiday pay after it had established a practice of paid holidays.

3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*
International Brotherhood of Teamsters, Local 959

4a. Address *(Street and number, city, state, and ZIP code)*
620 E. 34th Ave. Suite 102
Anchorage, Alaska 99503

4b. Tel. No. 907-751-8557
4c. Cell No.
4d. Fax No. 907-751-8595
4e. e-Mail
jmarton@akteamsters.com

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)* International Brotherhood of Teamsters, Local 959

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.

By [signature] John Marton
(Signature of representative or person making charge) *(Print/type name and title or office, if any)*

Address 620 E. 34th Ave., Suite 102, Anchorage, AK 99503 2/13/2018 *(date)*

Tel. No. 907-751-8557
Office, if any, Cell No.
Fax No. 907-751-8595
e-Mail
jmarton@akteamsters.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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EXHIBIT H

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19

APPLE BUS COMPANY

Employer

and **Case 19-RD-216636**

ELIZABETH J. CHASE

Petitioner

and

GENERAL TEAMSTERS LOCAL 959

Union

ORDER POSTPONING HEARING INDEFINITELY

IT IS HEREBY ORDERED that the hearing in the above-captioned matter scheduled for March 23, 2018 in Soldotna, Alaska is hereby postponed indefinitely due to blocking unfair labor practice charges in Cases 19-CA-212764. 212776, 212798, 212813 and 214770.

Dated at Seattle, Washington on the 20th day of March 2018.

Ron K Hooks

RONALD K. HOOKS, REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 19
915 2ND AVE STE 2948
SEATTLE, WA 98174-1006

EXHIBIT I

INTERNET FORM NLRB-501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 44 U.S.C 3512

DO NOT WRITE IN THIS SPACE

Case	Date Filed
19-CA-218290	4-9-2018

INSTRUCTIONS:
File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer
Apple Bus Company

b. Tel. No. (816) 618-3310

c. Cell No. (269) 830-6176

d. Address *(Street, city, state, and ZIP code)*
230 E. Main Street
Cleveland, MO 64734
(work location: 34234 Industrial Street, Soldotna, AK 99669)

e. Employer Representative
Stephanie Teters

f. Fax No. (816) 618-3303

g. e-Mail Stephanieteters@applebuscompany

h. Number of workers employed approximately 120

i. Type of Establishment *(factory, mine, wholesaler, etc.)*
Public school bus contractor

j. Identify principal product or service
Pupil Transportation

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and *(list subsections)* (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)*
Within the last six (6) months, the Company continues to bargain in bad faith with the Union by surface bargaining. The Company's failure to bargain in good faith and lack of commitment to the bargaining process as evidenced by its failure to meet with the Union at reasonable times, to include the frequency of meetings, actual bargaining time, the number of tentative agreements (TAs) reached, the lengthy caucuses taken by the company for relatively non-complex issues, continued refusal to negotiate a Union security clause, and refuses to negotiate over certain articles/sections of the proposed cba, among other things.

3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*
International Brotherhood of Teamsters, Local 959

4a. Address *(Street and number, city, state, and ZIP code)*
520 E. 34th Ave. Suite 102
Anchorage, Alaska 99503

4b. Tel. No 907-751-8557

4c. Cell No.

4d. Fax No. 907-751-8595

4e. e-Mail
jmarton@akteamsters.com

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)*
International Brotherhood of Teamsters, Local 959

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.

By [signature] *(signature of representative or person making charge)*

John Marton *(Print/type name and title or office, if any)*

Address 520 E. 34th Ave., Suite 102, Anchorage, AK 99503

4/9/2018 *(date)*

Tel. No. 907-751-8557

Office, if any, Cell No.

Fax No. 907-751-8595

e-Mail
jmarton@akteamsters.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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EXHIBIT J

INTERNET
FORM NLRB-501
(2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 44 U.S.C. 3512

DO NOT WRITE IN THIS SPACE

Case	Date Filed
19-CA-218755	4/18/2018

INSTRUCTIONS:
File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer
Apple Bus Company

b. Tel. No. (816) 618-3310
c. Cell No (269) 830-6176
f. Fax No. (816) 618-3303
g. e-Mail

d. Address *(Street, city, state, and ZIP code)*
230 E. Main Street
Cleveland, MO 64734
(work location: 34234 Industrial Street, Soldotna, AK 99669)

e. Employer Representative
Stephanie Teters

h. Number of workers employed
approximately 120

i. Type of Establishment *(factory, mine, wholesaler, etc.)*
Public school bus contractor

j. Identify principal product or service
Pupil Transportation

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and *(list subsections)* (2) 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)*
Within the last six (6) months, the Company continues to bargain in bad faith with the Union by allowing and/or assisting in an effort to decertify the union currently representing employees at Apple Bus Co.'s Kenai, Alaska work location. The Company and the Union are currently engaged in bargaining for a new cba and the Company continues to allow/assist certain employees to pursue an effort to decertify the Union. The company allows certain employees to utilize company resources, to include decertification activity on company time, among other things.

3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*
International Brotherhood of Teamsters, Local 959

4a. Address *(Street and number, city, state, and ZIP code)*
520 E. 34th Ave. Suite 102
Anchorage, Alaska 99503

4b. Tel. No. 907-751-8557
4c. Cell No.
4d. Fax No. 907-751-8595
4e. e-Mail
jmarton@akteamsters.com

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)*
International Brotherhood of Teamsters, Local 959

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.

By John Marton
(signature of representative or person making charge)

John Marton
(Print/type name and title or office, if any)

Address 520 E. 34th Ave., Suite 102, Anchorage, AK 99503

4/18/2018
(date)

Tel. No. 907-751-8557
Office, if any, Cell No.
Fax No. 907-751-8595
e-Mail
jmarton@akteamsters.com

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.

EXHIBIT K

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
REGION 19
915 2nd Ave Ste 2948
Seattle, WA 98174-1006

Agency Website: www.nlrb.gov
Telephone: (206)220-6300
Fax: (206)220-6305

May 2, 2018

Amanda K. Freeman, Staff Attorney
National Right to Work Legal Defense Foundation, Inc.
8001 Braddock Rd, Suite 600
Springfield, VA 22151-2115

Re: Apple Bus Company
Case 19-RD-216636

Dear Ms. Freeman:

This is to notify you that the petition in the above-captioned case will be held in abeyance pending the investigation of the unfair labor practice charges in Cases 19-CA-218290 and 19-CA-218755. In Case 19-CA-218290, the International Brotherhood of Teamsters, Local 959 ("Union") alleges that the Employer has violated Sections 8(a)(1) and (5) of the Act by bargaining in bad faith with the Union by engaging in surface bargaining and failing to meet with the Union at reasonable times, including the frequency of meetings, actual bargaining time, the number of tentative agreements reached, the lengthy causes taken by the Employer, continued refusal to negotiate a Union security clause, and refusal to negotiate over certain articles and sections of the proposed collective-bargaining agreement. In Case 19-CA-218755, the Union alleges that the Employer has violated Sections 8(a)(1) and (2) of the Act by bargaining in bad faith with the Union by allowing and/or assisting in an effort to decertify the Union and by allowing certain employees to utilize Employer resources, including company time, to decertify the Union. The allegations set forth in Cases 19-CA-218290 and 19-CA-218755, if found to be meritorious, could interfere with employee free choice in an election, were one to be conducted (See Representation Casehandling Manual Section 11730.2). As such, the Region cannot process the petition further until final disposition of the unfair labor practice charges.

Right to Request Review: Pursuant to Section 102.71 of the National Labor Relations Board's Rules and Regulations, you may obtain a review of this action by filing a request with the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001. The request for review shall be submitted in eight copies, unless filed electronically, with a copy filed with the regional director, and all copies must be served on all the other parties. The request must contain a complete statement setting forth facts and reasons upon which the request is based.

Procedures for Filing Request for Review: A request for review must be received by the Executive Secretary of the Board in Washington, DC, by close of business **(5 p.m. Eastern Time)** on May 15, 2018, unless filed electronically. If filed electronically, it will be considered timely if the transmission of the entire document through the Agency's website is **accomplished by no later than 11:59 p.m. Eastern Time** on May 16, 2018.

Consistent with the Agency's E-Government initiative, parties are encouraged, but not required, to file a request for review electronically. Section 102.114 of the Board's Rules do not permit a request for review to be filed by facsimile transmission. A copy of the request for review must be served on each of the other parties to the proceeding, as well as on the undersigned, in accordance with the requirements of the Board's Rules and Regulations.

Filing a request for review electronically may be accomplished by using the Efiling system on the Agency's website at www.nlrb.gov. Once the website is accessed, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt of the request for review rests exclusively with the sender. A failure to timely file the request for review will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off line or unavailable for some other reason, absent a determination of technical failure of the site, with notice of such posted on the website.

The Board may grant special permission an extension of time within which to file a request for review. A request for extension of time, which may also be filed electronically, should be submitted to the Executive Secretary in Washington, and a copy of such request for extension of time should be submitted to the regional director and to each of the other parties to this proceeding. A request for an extension of time must include a statement that a copy has been served on the Regional Director and on each of the other parties to this proceeding in the same manner or a faster manner as that utilized in filing the request with the Board.

Very truly yours,

R — K Hooks

RONALD K. HOOKS
Regional Director

cc: Office of the Executive Secretary (by e-mail)

John Eberhart, General Counsel
International Brotherhood of Teamsters, Local 959
520 East 34th Ave Ste 102
Anchorage, AK 99503-4164

Elizabeth J. Chase
PO Box 39
Kasilof, AK 99610-9303

Julie Cisco, General Manager-Alaska
Apple Bus Company
34234 Industrial St
Soldotna, AK 99669-8325

Terrence Kilroy, Attorney
POLSINELLI PC
900 W 48th Pl Ste 900
Kansas City, MO 64112-1899

EXHIBIT L

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

APPLE BUS COMPANY
Employer

and

ELIZABETH J. CHASE
Petitioner

Case 19-RD-216636

and

GENERAL TEAMSTERS LOCAL 959
Union

ORDER

The Petitioner's Request for Review of the Regional Director's determination to hold the petition in abeyance is denied as it raises no substantial issues warranting review.[1]

MARK GASTON PEARCE, MEMBER

MARVIN E. KAPLAN, MEMBER

WILLIAM J. EMANUEL, MEMBER

Dated, Washington, D.C., May 9, 2018.

[1] Member Kaplan agrees with the decision to deny review here. He notes, however, that consistent with the Petitioner's suggestion, he would consider revisiting the Board's blocking charge policy in a future appropriate case. Member Emanuel agrees that the determination to hold the petition in abeyance in this case was permissible under the Board's current blocking-charge policy, but he believes that the policy should be reconsidered. Specifically, he believes that an employee's petition for an election should generally not be dismissed or held in abeyance based on contested and unproven allegations of unfair labor practices.

EXHIBIT M

FORM EXEMPT UNDER 44 U.S.C. 3512

INTERNET FORM NLRB-501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case	Date Filed
19-CA-222039	6-12-2018

INSTRUCTIONS:
File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer
Apple Bus Company

b. Tel. No. (816) 618-3310

c. Cell No. (269) 830-6176

f. Fax No. (816) 618-3303

d. Address (Street, city, state, and ZIP code)
230 E. Main Street
Cleveland, MO 64734
(work location: 34234 Industrial Street, Soldotna, AK 99669)

e. Employer Representative
Stephanie Teters

g. e-Mail
stephanie.teters@applebuscompany.com

h. Number of workers employed
approximately 120

i. Type of Establishment (factory, mine, wholesaler, etc.)
Public school bus contractor

j. Identify principal product or service
Pupil Transportation

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

On or about March 28, 2018, Apple Bus terminated Toni Knight, a strong union supporter. She was terminated for allegedly violating a policy that neither she or the Union was aware of in spite of the fact that the Union requested copies of all policies it was applying to the employees. No policy that is alleged to be the cause for the termination was ever given to the Union or to her, and she followed the same policies/procedures that were acceptable with Apple Bus' predecessor First Student, yet was terminated for doing so. A similar alleged "violation" or conduct was engaged in by Liz Chase, the employee who is/was petitioning to have the Union decertified, but Chase is still working for Apple Bus Co. as a driver and wasn't disciplined at all. The Employer is discriminating against employees based on support or non-support for the Union and therefore discouraging employees from supporting the Union.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
International Brotherhood of Teamsters, Local 959

4a. Address (Street and number, city, state, and ZIP code)
520 E. 34th Ave. Suite 102
Anchorage, Alaska 99503

4b. Tel. No. 907-751-8557

4c. Cell No. 907-575-6525

4d. Fax No. 907-751-8595

4e. e-Mail
jmarton@akteamster

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)
International Brotherhood of Teamsters, Local 959

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.

By John Marton
(signature of representative or person making charge)

John Marton
(Print/type name and title or office, if any)

Address 520 E. 34th Ave., Suite 102, Anchorage, AK 99503

6/12/2018
(date)

Tel. No. 907-751-8557

Office, if any, Cell No. 907-575-6525

Fax No. 907-751-8595

e-Mail
jmarton@akteamsters.com

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.

EXHIBIT N

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

APPLE BUS COMPANY, EMPLOYER and GENERAL TEAMSTERS LOCAL 959, UNION, and ELIZABETH J. CHASE, PETITIONER.	Case No. 19-RD-216636

DECLARATION OF ELIZABETH J. CHASE IN SUPPORT OF PETITIONER'S THIRD REQUEST FOR REVIEW

Pursuant to Section 1746 of the Judicial Code, 28 U.S.C. §1746, Elizabeth J. Chase declares as follows:

In support of Petitioner's Third Request for Review, I submit this Declaration under National Labor Relations Board ("NLRB") Rules and Regulations §§ 102.67 and 102.71. The facts stated in this Declaration are within my personal knowledge.

1. On March 2, 2015, First Student, Inc. hired me to be a school bus driver for the Kenai Peninsula Borough School District, and I was a member of the bargaining unit represented by General Teamsters Local 959.

2. Prior to becoming a school bus driver, I was required by First Student to go through training to obtain my Commercial Drivers License ("CDL"), which was provided by First Student's Safety Department instructors. I completed this training and obtained my CDL before March 2, 2015.

3. During First Student's pre-CDL training, the Safety Department instructors told all school bus drivers that we are to never leave the bus unattended and running when there are children still on it. If we ever believed we needed to do so, we were to first call dispatch, then turn the bus off and take the keys out before either leaving the bus or following through with dispatch's instructions.

4. Once the school year started, First Student's Safety Department instructors held a monthly safety meeting at which they reiterated and refreshed what we learned at the pre-CDL training, as well as provided refreshers on basic rules of how to handle different situations that we face as bus drivers.

5. In May 2017, I ceased driving for First Student after the last day of the 2016-2017 school year because they lost the contract with Kenai Peninsula Borough School District for the 2017-2018 school year to Apple Bus Company ("Apple Bus").

6. On June 30, 2017, Apple Bus hired me to be a school bus driver for the Kenai Peninsula Borough School District for the 2017-2018 school year, and I am in the bargaining unit represented by General Teamsters Local 959.

7. I began driving a school bus for Apple Bus on August 22, 2017, the first day of the 2017-2018 school year, and continued to drive until the last day of school on, or about, May 22, 2018.

8. On, or about, May 11, 2018, I notified Apple Bus that I plan on returning as a school bus driver for the 2018–2019 school year.

9. Once the school year starts, Apple Bus's Safety Department instructors, who are the same instructors who were First Student's Safety instructors, hold a monthly safety meeting at

which they reiterate and refresh what we learned at the pre-CDL training, and they provide refreshers on basic rules of how to handle different situations that we face as bus drivers.

10. On information and belief, Toni Knight was discharged because she left her school bus unattended while there were children still on it. While on one of her routes, Knight exited the bus in order to instruct and assist children who were attempting to cross the road improperly. In doing so, Knight left other children unattended on the school bus while it was still running. The Employer discovered this occurred only after a parent of one of the children involved complained, spurring an investigation, prompting a review of video surveillance, and resulting in Knight's employment termination.

11. In my entire career as a school bus driver, both with Apple Bus and with First Student, I have never left my bus unattended while children were on it. I have never been accused of doing so, nor have I been warned, disciplined, or reprimanded for breaking this policy.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 20, 2018.

Elizabeth Chase

EXHIBIT O

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 19
915 2nd Ave Ste 2948
Seattle, WA 98174-1006

Agency Website: www.nlrb.gov
Telephone: (206)220-6300
Fax: (206)220-6305

July 9, 2018

Amanda K. Freeman, Staff Attorney
National Right to Work Legal Defense Foundation, Inc.
8001 Braddock Rd
Suite 600
Springfield, VA 22151-2115
Sent via email: akf@nrtw.org

Re: Apple Bus Company
Case 19-RD-216636

Dear Ms. Freeman:

This is to notify you that the petition in the above-captioned case will be held in abeyance pending the investigation of the 8(a)(3) allegation of the unfair labor practice charge in Case 19-CA-222039. In Case 19-CA-222039, the International Brotherhood of Teamsters, Local 959 ("Union") alleges that the Employer has violated Sections 8(a)(3) and (5) of the Act by discharging employee Toni Knight ("employee Knight") because of her membership and activities on behalf of the Union, and by failing to provide the Union with requested information, including a copy of the policy relied upon as the basis for employee Knight's discharge. The discharge of employee Knight, if found to be meritorious, could interfere with employee free choice in an election, were one to be conducted (See Representation Casehandling Manual Section 11730.2) As such, the Region cannot process the petition further until final disposition of the 8(a)(3) allegation in the afore-mentioned unfair labor practice charge.

Right to Request Review: Pursuant to Section 102.71 of the National Labor Relations Board's Rules and Regulations, you may obtain a review of this action by filing a request with the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001. The request for review shall be submitted in eight copies, unless filed electronically, with a copy filed with the regional director, and all copies must be served on all the other parties. The request must contain a complete statement setting forth facts and reasons upon which the request is based.

***Procedures for Filing Request for Review*:** A request for review must be received by the Executive Secretary of the Board in Washington, DC, by close of business **(5 p.m. Eastern Time)** on Friday, July 20, 2018, unless filed electronically. If filed electronically, it will be considered timely if the transmission of the entire document through the Agency's website is **accomplished by no later than 11:59 p.m. Eastern Time** on Monday, July 23, 2018.

Consistent with the Agency's E-Government initiative, parties are encouraged, but not required, to file a request for review electronically. Section 102.114 of the Board's Rules do not permit a request for review to be filed by facsimile transmission. A copy of the request

for review must be served on each of the other parties to the proceeding, as well as on the undersigned, in accordance with the requirements of the Board's Rules and Regulations.

Filing a request for review electronically may be accomplished by using the Efiling system on the Agency's website at www.nlrb.gov. Once the website is accessed, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt of the request for review rests exclusively with the sender. A failure to timely file the request for review will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off line or unavailable for some other reason, absent a determination of technical failure of the site, with notice of such posted on the website.

The Board may grant special permission an extension of time within which to file a request for review. A request for extension of time, which may also be filed electronically, should be submitted to the Executive Secretary in Washington, and a copy of such request for extension of time should be submitted to the regional director and to each of the other parties to this proceeding. A request for an extension of time must include a statement that a copy has been served on the Regional Director and on each of the other parties to this proceeding in the same manner or a faster manner as that utilized in filing the request with the Board.

Very truly yours,

RONALD K. HOOKS
Regional Director

cc: Office of the Executive Secretary (by e-mail)

John Eberhart, General Counsel
International Brotherhood of Teamsters, Local 959
520 East 34th Ave Ste 102
Anchorage, AK 99503-4164

Elizabeth J. Chase
PO Box 39
Kasilof, AK 99610-9303

Julie Cisco, General Manager-Alaska
Apple Bus Company
34234 Industrial St
Soldotna, AK 99669-8325

Terrence Kilroy, Attorney
Polsinelli, PC
900 W 48th Pl Ste 900
Kansas City, MO 64112-1899

EXHIBIT P

FORM EXEMPT UNDER 44 U.S.C. 3512

INTERNET FORM NLRB-501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case	Date Filed
19-CA-223071	6-29-2018

INSTRUCTIONS:
File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer
Apple Bus Company

b. Tel. No. (816) 618-3310
c. Cell No. (269) 830-6176
f. Fax No. (816) 618-3303
g. e-Mail
h. Number of workers employed approximately 120

d. Address *(Street, city, state, and ZIP code)*
230 E. Main Street
Cleveland, MO 64734
(work location: 34234 Industrial Street, Soldotna, AK 99669)

e. Employer Representative
Stephanie Teters

i. Type of Establishment *(factory, mine, wholesaler, etc.)*
Public school bus contractor

j. Identify principal product or service
Pupil Transportation

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

Within the last six (6) months, the Company has failed to bargain in good faith with the Union by its failure to provide information that the Union requested during the course of contract negotiations, especially (but not limited to) information about policies the Company claims it gave its employees at various meetings. The Union seeks copies of signed forms by the employees acknowledging receipt of such policies as well as copies of the policies themselves, as well as the date that the policies were given to its employees, among other things. This information requested is necessary for the Union to bargain for a new cba with Apple Bus Co. This is an ongoing problem.

3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*
International Brotherhood of Teamsters, Local 959

4a. Address *(Street and number, city, state, and ZIP code)*
520 E. 34th Ave. Suite 102
Anchorage, Alaska 99503

4b. Tel. No. 907-751-8557
4c. Cell No.
4d. Fax No. 907-751-8595
4e. e-Mail
jmarton@akteamsters.com

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)* International Brotherhood of Teamsters, Local 959

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.

By John Marton
(signature of representative or person making charge) *(Print/type name and title or office, if any)*

Address 520 E. 34th Ave., Suite 102, Anchorage, AK 99503

6/29/2018
(date)

Tel. No. 907-751-8557
Office, if any, Cell No. 907-575-6525
Fax No. 907-751-8595
e-Mail jmarton@akteamsters.com

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.

EXHIBIT Q

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

APPLE BUS COMPANY
Employer

and

Case 19-RD-216636

GENERAL TEAMSTERS LOCAL 959
Union

and

ELIZABETH CHASE
Petitioner

ORDER

The Petitioner's Second and Third Requests for Review of the Regional Director's determinations to hold the petition in abeyance are denied as they raise no substantial issues warranting review.[1]

JOHN F. RING,	CHAIRMAN
LAUREN McFERRAN,	MEMBER
MARVIN E. KAPLAN,	MEMBER

Dated, Washington, D.C., August 2, 2018.

[1] For institutional reasons, Chairman Ring and Member Kaplan apply extant law in denying the Petitioner's Requests for Review. However, they would consider revisiting the Board's blocking charge policy in a future appropriate proceeding.

EXHIBIT R

Amanda K. Freeman

From: Hermosillo, Mary A. <Mary.Hermosillo@nlrb.gov>
Sent: Thursday, August 2, 2018 2:12 PM
To: Amanda K. Freeman
Subject: Apple Bus Decision to Block

Follow Up Flag: Follow up
Flag Status: Completed

Hi Amanda,

I wanted to let you know that the Regional Director made a decision to add another blocking charge to list of charges that are currently blocking the petition in case 19-RD-216636. The charge is case 19-CA-223071 and it was filed on 6/29 and involves two requests for information: (1) Policies given to employees at meetings; (2) signed employee affirmations of receipt of the policies.

Let me know if you want to talk about the Regional Director's decision, etc.

Sincerely,

Ana Hermosillo
Field Attorney
NLRB Region 19
2948 Jackson Federal Building
915 2nd Ave., Seattle, WA 98174
Phone: 206-220-6281
Fax: (206) 220-6305

EXHIBIT S

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF
Apple Bus Company

Cases 19-CA-230002, 229797, 228939, 229782, 227811, 227810, 222050, 221066, 218290 and 212813

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in the Charged Party's bulletin boards located at its facilities in Soldotna, Seward and Homer. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

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

NON-ADMISSION CLAUSE — By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, 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 approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes WTK
Initials

No _____
Initials

PERFORMANCE — Performance by the Charged Party 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 Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party 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 Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party Apple Bus Company	Charging Party International Brotherhood of Teamsters, Local 959
By: Name and Title — Date W Terrence Kilroy 2-22-19	By: Name and Title — Date John Martin 3/22/2019
Print Name and Title below W. TERRENCE KILROY Attorney	Print Name and Title below John Martin Business Representative
Recommended By: — Date /s/ David Schaff 3/22/2019 DAVID SCHAFF Field Attorney	Approved By: — Date RK Hooks 3/28/19 RONALD K. HOOKS Regional Director, Region 19

(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.

Teamsters Local 959 (the "Union") is the representative in dealing with us regarding wages, hours and other working conditions of our employees in the following bargaining unit:

> All of our full-time and regular part-time school bus drivers, special service drivers, monitors, and attendants servicing the KPBSD, including locations from Portage to Seward and Seward to Homer, Alaska; excluding all office clerical employees, mechanics, school crossing guards, dispatchers, guards, and supervisors as defined by the Act.

WE WILL NOT unreasonably delay in providing the Union with information that is relevant and necessary to its role as your bargaining representative.

WE HAVE provided the Union with the video of the 2017 kick off meeting and all of the videos of our monthly safety meetings we held with you that it requested since 4/24/18.

WE HAVE informed the Union on May 2, 2018, that its request for policies handed out to you during our safety meetings do not exist.

WE WILL NOT limit our availability to bargain for a new collective-bargaining agreement with the Union to consist of at most 2 days a month, and **WE WILL NOT** use caucuses and short days to delay meeting our obligation to bargain in good faith with the Union.

WE WILL devote the time necessary to bargain with the Union in good faith to seek to achieve a new collective-bargaining agreement.

WE WILL NOT offer the Union proposals for a complete collective-bargaining agreement that provide for less than what we had previously offered to the Union.

WE WILL provide the Union with collective bargaining proposals that provide on balance no less than what was contained in our last best proposal made to the Union.

WE WILL NOT delay bargaining over economic provisions for a new collective-bargaining agreement and **WE HAVE** provided the Union with economic counter-proposals.

WE WILL adhere to a bargaining schedule consisting of a minimum of 18 hours per month and prepare written bargaining progress reports every 15 days and submit them to the Regional Director, as well as to the Union so as to provide it with an opportunity to reply.

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

Apple Bus Company
(Employer)

Dated: _____ **By:** _____
(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 employers 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 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at https://www.federalrelay.us/tty (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.

915 2nd Ave Ste 2948
Seattle, WA 98174-1006

Telephone: (206)220-6300
Hours of Operation: 8:15 a.m. to 4:45 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 Officer.

EXHIBIT T

FORM EXEMPT UNDER 44 U.S.C 3512

INTERNET FORM NLRB-501 (2-00)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case	Date Filed
19-CA-238757	3/28/2019

INSTRUCTIONS:
File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer
Apple Bus Company

b. Tel. No. (816) 618-3310
c. Cell No. (269) 830-6176
f. Fax No. (816) 618-3303
g. e-Mail stephanie.teters@applebuscompany.com

d. Address *(Street, city, state, and ZIP code)*
230 E. Main Street
Cleveland, MO 64734
(work location: 34234 Industrial Street, Soldotna, AK 99669)

e. Employer Representative
Stephanie Teters

h. Number of workers employed
approximately 120

i. Type of Establishment *(factory, mine, wholesaler, etc.)*
Public school bus contractor

j. Identify principal product or service
Pupil Transportation

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and *(list subsections)* (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)*
Within the last six (6) months, the Company has interfered with the ability of Union representatives to access represented employees at the Employer's worksites and/or refused to allow a Union representative(s) access to the Union's represented bargaining unit employees. The Employer's interference includes but is not necessarily limited to questioning the frequency and reasons for visits to the Employer's worksites where Union represented employees are assigned to work.

3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*
International Brotherhood of Teamsters, Local 959

4a. Address *(Street and number, city, state, and ZIP code)*
520 E. 34th Ave. Suite 102
Anchorage, Alaska 99503

4b. Tel. No. 907-751-8557
4c. Cell No. 907-575-6525
4d. Fax No. 907-751-8595
4e. e-Mail jmarton@akteamsters.com

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)* International Brotherhood of Teamsters, Local 959

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.

By John Marton
(Signature of representative or person making charge) *(Print/type name and title or office, if any)*

Address 520 E. 34th Ave., Suite 102, Anchorage, AK 99503 3/27/2019 *(date)*

Tel. No. 907-751-8557
Office, if any, Cell No. 907-575-6525
Fax No. 907-751-8595
e-Mail jmarton@akteamsters.com

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.

EXHIBIT U

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF
Apple Bus Company **Case 19-CA-238757**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS**:

POSTING AND MAILING OF NOTICE --- After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them on the Charged Party's bulletin boards located at its facilities in Soldotna, Seward, and Homer, Alaska. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting. The Charged Party will also copy and mail, at its own expense, a copy of the attached Notice to all current employees and former employees who were employed at any time since March 20, 2019. Those Notices will be signed by a responsible official of the Charged Party and show the date of mailing. The Charged Party will provide the Regional Director with written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notices were mailed.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice**.**

NON-ADMISSION CLAUSE --- By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, 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 approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____ No _____
Initials Initials

PERFORMANCE — Performance by the Charged Party 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 Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party 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 Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party **Apple Bus Company**			**Charging Party** **Teamsters Local 959**		
By:	Name and Title	Date	By:	Name and Title	Date
Print Name and Title below			Print Name and Title below		

Recommended By:	Date	Approved By:	Date
IRENE HARTZELL BOTERO Field Attorney		RONALD K. HOOKS Regional Director, Region 19	

(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 interfere with, restrain, or coerce you in the exercise of the above rights.

Teamsters Local 959 (the "Union") is the representative in dealing with us regarding the wages, hours, and other working conditions of our employees in the following bargaining unit:

> All of our full-time and regular part-time school bus drivers, special service drivers, monitors, and attendants servicing the KPBSD, including locations from Portage to Seward and Seward to Homer, Alaska; excluding all office clerical employees, mechanics, school crossing guards, dispatchers, guards, and supervisors as defined by the Act.

WE WILL NOT, without first bargaining with the Union, change the January 23, 2018 Letter of Agreement ("Agreement") we negotiated with your Union regarding its visitation to our facilities, including by changing that Agreement to require your Union to provide a reason and time-frame for the visit, and by refusing visitation despite the Union having provided the 24-hours' e-mailed notice required under the Agreement.

WE WILL if requested by your Union, rescind the changes to the Agreement announced on March 27, 2019, which limited Union visitation to our facilities to once per month, absent an emergency.

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

Apple Bus Company
(Employer)

Dated: _____ **By:** _____
(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 employers 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 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at https://www.federalrelay.us/tty (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.

915 2nd Ave Ste 2948
Seattle, WA 98174-1006

Telephone: (206)220-6300
Hours of Operation: 8:15 a.m. to 4:45 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 Officer.

EXHIBIT V

FORM EXEMPT UNDER 44 U.S.C 3512

INTERNET FORM NLRB-501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 19-CA-242905	Date Filed 6-6-2019

INSTRUCTIONS:
File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer
Apple Bus Company

b. Tel. No. (816) 618-3310
c. Cell No. (269) 830-6176
f. Fax No. (816) 618-3303
g. e-Mail

d. Address *(Street, city, state, and ZIP code)*
230 E. Main Street
Cleveland, MO 64734
(work location: 34234 Industrial Street, Soldotna, AK 99669)

e. Employer Representative
Stephanie Teters

h. Number of workers employed
approximately 120

i. Type of Establishment *(factory, mine, wholesaler, etc.)*
Public school bus contractor

j. Identify principal product or service
Pupil Transportation

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and *(list subsections)* (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)*
Within the last six (6) months, the Company has failed to bargain in good faith with the Union by its failure to provide information requested by the Union during the course of contract negotiations. The information requested is necessary for the Union to continue to bargain for a new cba with Apple Bus Co. The Union has repeatedly asked for a copy of the revenue contract between Apple Bus and the Kenai Peninsula Borough School District (KPBSD). That revenue contract between Apple Bus Co. and the KPBSD impacts and affects how Apple Bus is to treat its employees who are assigned to work on any KPBSD work. This is an ongoing problem, although the most recent requests made by the Union was at the bargaining meetings held the week of May 13, 2019 in Soldotna.

3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*
International Brotherhood of Teamsters, Local 959

4a. Address *(Street and number, city, state, and ZIP code)*
520 E. 34th Ave. Suite 102
Anchorage, Alaska 99503

4b. Tel. No. 907-751-8557
4c. Cell No.
4d. Fax No. 907-751-8595
4e. e-Mail
jmarton@akteamsters.com

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)*
International Brotherhood of Teamsters, Local 959

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.

By John Marton
(Signature of representative or person making charge)
John Marton
(Print/type name and title or office, if any)

Address 520 E. 34th Ave., Suite 102, Anchorage, AK 99503
6/6/2019
(date)

Tel. No 907-751-8557
Office, if any, Cell No.
Fax No. 907-751-8595
e-Mail
jmarton@akteamsters.com

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.

EXHIBIT W

FORM EXEMPT UNDER 44 U.S.C 3512

INTERNET FORM NLRB-501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case	Date Filed
19-CA-242879	6/6/2019

INSTRUCTIONS:
File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer
Apple Bus Company

b. Tel. No. (816) 618-3310
c. Cell No. (269) 830-6176
f. Fax No. (816) 618-3303
g. e-Mail
h. Number of workers employed approximately 120

d. Address *(Street, city, state, and ZIP code)*
230 E. Main Street
Cleveland, MO 64734
(work location: 34234 Industrial Street, Soldotna, AK 99669)

e. Employer Representative
Stephanie Teters

i. Type of Establishment *(factory, mine, wholesaler, etc.)*
Public school bus contractor

j. Identify principal product or service
Pupil Transportation

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

Within the last six (6) months, the Company has encouraged, solicited and directed its employees represented by Teamsters Local 959 to come directly to its local management representative (Julie Cisco) with any questions they may have about "...bargaining proposals..." by communicating to its employees to contact Cisco by posting a notice dated May 21, 2019 at its various work locations. This effort to solicit and direct its employees to deal directly with represented employees while the parties are still trying to negotiate a cba undermines the Union's ability to negotiate a fair deal.

3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*
International Brotherhood of Teamsters, Local 959

4a. Address *(Street and number, city, state, and ZIP code)*
520 E. 34th Ave. Suite 102
Anchorage, Alaska 99503

4b. Tel. No. 907-751-8557
4c. Cell No.
4d. Fax No. 907-751-8595
4e. e-Mail
jmarton@akteamsters.com

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)* International Brotherhood of Teamsters, Local 959

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.

By John Marton
(signature of representative or person making charge)

John Marton
(Print/type name and title or office, if any)

Address 520 E. 34th Ave., Suite 102, Anchorage, AK 99503

6/6/2019
(date)

Tel. No. 907-751-8557
Office, if any, Cell No.
Fax No. 907-751-8595
e-Mail
jmarton@akteamsters.com

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.

EXHIBIT X

FORM EXEMPT UNDER 44 U S C 3512

INTERNET FORM NLRB-501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case	Date Filed
19-CA-242952	6-7-2019

INSTRUCTIONS:
File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer
Apple Bus Company

b. Tel. No. (816) 618-3310
c. Cell No. (269) 830-6176
f. Fax No. (816) 618-3303
g. e-Mail stephanie.teters@applebuscompany.com

d. Address (Street, city, state, and ZIP code)
230 E. Main Street
Cleveland, MO 64734
(work location: 34234 Industrial Street, Soldotna, AK 99669)

e. Employer Representative
Stephanie Teters

h. Number of workers employed
approximately 120

i. Type of Establishment (factory, mine, wholesaler, etc.)
Public school bus contractor

j. Identify principal product or service
Pupil Transportation

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) 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)
Within the last six (6) months, the Company has interfered with the Union and engaged in actions that has a chilling effect on employees' exercise of their right to collective bargaining when the Union Business Rep had a site visit at Apple Bus' Homer location on 3/28/2019. He was there from 4 pm until 5:40pm visiting with employees that were off the clock. About 5:30pm Mink (a driver) informed Holan that he was not interested in paying dues and that his wife worked at the local hospital and pays $60 dollars every two weeks in dues. Holan informed him about dues, Beck rights and religious objector status. Holan started to tell him about the Union's dues structure and how the dues are calculated based on hours, hourly rates of pay, etc. At that time Sharon Wheeler (Homer manager) came out of her office with an elevated voice telling Holan that he needed to leave if he was going to be recruiting. (Continued on attached page)

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
International Brotherhood of Teamsters, Local 959

4a. Address (Street and number, city, state, and ZIP code)
520 E. 34th Ave. Suite 102
Anchorage, Alaska 99503

4b. Tel. No. 907-751-8557
4c. Cell No.
4d Fax No. 907-751-8595
4e. e-Mail jmarton@akteamsters.com

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) International Brotherhood of Teamsters, Local 959

Tel. No. 907-751-8557
Office, if any, Cell No.
Fax No 907-751-8595
e-Mail jmarton@akteamsters.com

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.

By John Marton
(signature of representative or person making charge) (Print/type name and title or office, if any)

6/7/2019
(date)

Address 520 E. 34th Ave., Suite 102, Anchorage, AK 99503

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.

Continued from Item #2 (Basis of Charge).

Holan informed her that he was answering a question that was asked of him by a member and she just violated the NLRA for surveillance and interference with the Union and its members. Holan was not "recruiting". The member that Holan was responding in order to answer the questions he had about dues immediately left because of her interference.

EXHIBIT Y

INTERNET FORM NLRB-501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 44 U.S.C 3512

DO NOT WRITE IN THIS SPACE

Case	Date Filed
19-CA-242954	6/7/2019

INSTRUCTIONS:
File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer
Apple Bus Company

b. Tel. No. (816) 618-3310
c. Cell No. (269) 830-6176
f. Fax No. (816) 618-3303

d. Address *(Street, city, state, and ZIP code)*
230 E. Main Street
Cleveland, MO 64734
(work location: 34234 Industrial Street, Soldotna, AK 99669)

e. Employer Representative
Stephanie Teters

g. e-Mail
stephanie.teters@applebuscompany.com

h. Number of workers employed
approximately 120

i. Type of Establishment *(factory, mine, wholesaler, etc.)*
Public school bus contractor

j. Identify principal product or service
Pupil Transportation

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and *(list subsections)* (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)*
Within the last six (6) months, the Company has failed to bargain in good faith with the Union by continuing to engage in surface bargaining and delay tactics, especially as evidenced at the bargaining table during the weeks of February 25 and April 8, 2019. This is an ongoing and continuing problem.

3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*
International Brotherhood of Teamsters, Local 959

4a. Address *(Street and number, city, state, and ZIP code)*
520 E. 34th Ave. Suite 102
Anchorage, Alaska 99503

4b. Tel. No. 907-751-8557
4c. Cell No. 907-575-6525
4d. Fax No. 907-751-8595
4e. e-Mail
jmarton@akteamsters.com

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)*
International Brotherhood of Teamsters, Local 959

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.

By John Marton
(signature of representative or person making charge) John Marton *(Print/type name and title or office, if any)*

Address 520 E. 34th Ave., Suite 102, Anchorage, AK 99503 6/7/2019 *(date)*

Tel. No. 907-751-8557
Office, if any, Cell No. 907-575-6525
Fax No. 907-751-8595
e-Mail
jmarton@akteamsters.com

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.