

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF
Keolis Transit Services, LLC

Cases 05-CA-274141
05-CA-274784
05-CA-285523
05-CA-293513

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. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places at the Charged Party's facility located at 42031 Loudoun Center Place, Leesburg, Virginia 20175 (the Charged Party's facility), including the kitchen and all other places where the Charged Party normally posts notices to employees.

If the Charged Party's facility is currently closed and a substantial number of employees are not reporting to the facility due to the Coronavirus pandemic or is operating with less than a substantial complement of employees, the 60 consecutive day period for posting will begin when the Charged Party's facility reopens and a substantial complement of employees have returned to work. For purposes of this notice posting, a substantial complement of employees is at least 50% of the total number of employees employed by the Charged Party prior to closing its business due to the Coronavirus pandemic. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting. The Charged Party will provide reasonable access to its facility for agents of the Regional Director for the purpose of monitoring compliance with this posting requirement. During the 60-day posting period, the Charged Party will, on a weekly basis, e-file with the Regional Director photographs showing all locations where the Notices are posted. It is expressly understood that neither a copy of this Agreement, nor any other notice describing the terms of this Agreement, shall be posted with the Notice to Employees.

MAILING OF NOTICE — The Charged Party will copy and mail, at its own expense, a copy of the attached Notice to all employees who were employed by the Charged Party at any time since March 9, 2021. Those Notices will be signed by a responsible official of the Charged Party and show the date of mailing. The Charged Party will e-file with the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notices were mailed. It is expressly understood that neither a copy of this Agreement, nor any other notice describing the terms of this Agreement, shall be mailed with the Notice to Employees.

If the Charged Party's facility is currently closed and a substantial number of the Charged Party's employees are not reporting to the facility due to the Coronavirus pandemic or is operating with less than a substantial complement of employees, the Charged Party's mailing obligation will begin when the Charged Party's facility reopens and a substantial complement of employees have returned to work. For purposes of this notice mailing, a substantial complement of employees is at least 50% of the total number of employees employed by the Charged Party prior to closing its worksite due to the Coronavirus pandemic.

E-MAILING OF NOTICE — The Charged Party will e-mail a copy of the signed Notice in English to all of its employees who worked from the Charged Party's facility at any time since March 9, 2021. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 5 of the National Labor Relations Board in Cases 05-CA-274141; 05-CA-274784; 05-CA-285523; and 05-CA-293513." If the Charged Party's facility is

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currently closed due to the Coronavirus pandemic, or is operating with less than a substantial complement of employees, the Charged Party will e-mail the copy of the Notice to its employees as described in *Paragon Systems, Inc.*, 371 NLRB No. 104 (2022). To document its compliance with this requirement, the Charged Party will e-file a copy of its distribution e-mail, with all of the recipients' e-mail addresses visible, along with a copy of the attached Notice and a fully completed Certification of Posting form, via the Agency's e-filing portal at www.nlr.gov. It is expressly understood that neither a copy of this Agreement, nor any other notice describing the terms of this Agreement, shall be e-mailed with the Notice to Employees.

INTRANET POSTING OF NOTICE — The Charged Party will post link to a copy of the Notice in English on its Keolis HRIS intranet system, titled “NLRB Notice to Loudoun County Employees,” and keep it continuously posted there for 60 consecutive days from the date it was originally posted. If the Charged Party's facility is currently closed due to the Coronavirus pandemic, or is operating with less than a substantial complement of employees, the Charged Party will post the copy of the Notice to its employees as described in *Paragon Systems, Inc.*, 371 NLRB No. 104 (2022). To document its compliance with this requirement, the Charged Party will submit a screen shot of the intranet posting, along with a fully completed Certification of Posting form, via the Agency's e-filing portal at www.nlr.gov. Should further investigation or verification of the intranet posting become necessary, the Charged Party will provide appropriate intranet access to the Compliance Assistant or Compliance Officer assigned to the case. It is expressly understood that neither a copy of this Agreement, nor any other notice describing the terms of this Agreement, shall be posted with the Notice to Employees.

DISTRIBUTION OF NOTICE TO SUPERVISORS AND MANAGERS — The Charged Party will distribute a physical copy of the Notice in English to all current supervisors and managers employed by the Charged Party at the Charged Party's facility. Those Notices will be signed by a responsible official of the Charged Party and show the date of distribution. The Charged Party will provide the Regional Director written confirmation of the date and manner of distribution, and a list of names of the supervisors and managers to whom the Notices were distributed. It is expressly understood that neither a copy of this Agreement, nor any other notice describing the terms of this Agreement, shall be distributed with the Notice to Employees.

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

BACKPAY – Within 14 days from approval of this Agreement, the Charged Party will make whole Mamdouh Kamel by payment to him in the amounts opposite his name. The Charged Party is responsible for paying its share of FICA and will make appropriate withholdings from the backpay portion due to the named employee. The Charged Party will remit a separate check for the interest, expenses, and adverse tax consequences portions of the total due (if applicable), from which no withholdings shall be made. The Charged Party, for the employee named below, will file with the Regional Director with a completed IRS Form W-2, which includes the backpay paid to the named employee and a Report on Backpay Paid under the National Labor Relations Act, which the Regional Director will file with the Social Security Administration for the purpose of allocating the payment to the appropriate calendar years. These forms will be filed with the Regional Director no sooner than December 31st of the current year and no later than January 30th of the following year.

NAME	BACKPAY	INTEREST	ADVERSE TAX CONSEQUENCES	TOTAL BACKPAY
Mamdouh Kamel	\$975	\$50	\$8	\$1,033

The amounts above are calculated through March 3, 2023, and may continue to accrue until a settlement is reached.

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SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned cases, 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 the 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 cases for any relevant purpose in the litigation of these 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 that evidence. By approving this Agreement, the Regional Director withdraws all Complaints and Notices of Hearing previously issued in the above-captioned cases, and the Charged Party withdraws any answers filed in response.

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 this 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, the 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 RCN No
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PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after this 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 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 reissue the Second Consolidated Complaint, Partial Compliance Specification, and Notice of Hearing (the Complaint) previously issued on November 23, 2022, in the instant cases. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that the allegations of the Complaint will be deemed admitted its Answer to such Complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Charged Party agrees that the Board may then issue an order providing, as elected by the Regional Director, a full remedy for the violations found as is appropriate to remedy such violations, and/or an order requiring the Charged Party to perform terms of this Agreement as specified by the Regional Director. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

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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 cases provided that the Charged Party complies with the terms and conditions of this Agreement and Notice.

Charged Party			Charging Party		
Keolis Transit Services, LLC			Amalgamated Transit Union, Local 689 AFL-CIO/CLC or Amalgamated Transit Union, Local 689 a/w Amalgamated Transit Union, AFL-CIO/CLC		
By:	Name and Title	Date	By:	Name and Title	Date
		02/24/2023		/s/Christopher Bangs	2/24/2023
Print Name and Title below			Print Name and Title below		
Robert C. Nagle, Esquire			Christopher Bangs, ATU Associate General Counsel		
Recommended By:		Date	Approved By:		Date
		2/24/2023	Sean R. Marshall		
Andrea J. Vaughn			Regional Director, Region 5		
Field Attorney					

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To be printed and posted on official Board notice form)

THE NATIONAL LABOR RELATIONS ACT 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.

Amalgamated Transit Union (ATU), Local 689 a/w Amalgamated Transit Union, AFL-CIO/CLC (the Union), is the employees' representative in dealing with us regarding wages, hours, and other working conditions of our employees in the unit described below:

All full-time and regular part-time drivers/operators, cleaners/washers, dispatchers, road supervisors, maintenance foreman, mechanics, lead mechanics, utility workers, and parts clerks employed by the Employer at its Leesburg, Virginia facility; excluding all other employees, office clericals, managers, guards and supervisors as defined by the Act.

WE WILL NOT maintain or enforce the following portion of our Conflict-of-Interest provision in our March 9 and March 17, 2021, Offers of Employment which states: "During your employment, you further agree not to...(ii) directly or indirectly engage or participate in any other activities which are in conflict with the best interests of KTA."

WE WILL NOT maintain or enforce the Arbitration Agreement provision in our March 9 and March 17, 2021, Offers of Employment that our employees reasonably would believe bars or restricts them from exercising their right to file charges with the National Labor Relations Board.

WE WILL NOT maintain or enforce the Non-Solicitation of Employees provision in our March 9 and March 17, 2021, Offers of Employment that our employees reasonably would believe bars or restricts them from exercising their right to file charges with the National Labor Relations Board.

WE WILL NOT threaten you with unspecified reprisals by telling you that you may not be here because you attempted to discuss wages, hours and terms and conditions of employment with management.

WE WILL NOT threaten you with termination by, when faced with rumors of a strike, telling you that if you have accepted an employment offer but fail to report for work, it will be assumed you have rescinded your acceptance of your employment offer.

WE WILL NOT interrogate you about your activities on behalf of **Amalgamated Transit Union (ATU), Local 689 A/W Amalgamated Transit Union, AFL-CIO**, or any other labor organization.

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WE WILL NOT unilaterally impose discipline on unit employees that is inconsistent with established disciplinary policy or practice without first notifying the Union and giving it an opportunity to bargain prior to our imposing such discipline.

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

WE WILL rescind the portion of our Conflict-of-Interest provision cited above in all its forms, and **WE WILL** notify all applicants and current and former employees who were required to sign or otherwise became bound to the portion of our Conflict-of-Interest provision cited above in any of its forms that this portion of the provision has been rescinded.

WE WILL, in the event we attempt to reinstate the portion of our Conflict-of-Interest provision cited above in any of its forms, notify all applicants and current and former employees who were required to sign or otherwise became bound to the portion of our Conflict-of-Interest provision cited above in any of its forms that the reinstated provision does not restrict their ability to exercise their rights under Section 7 of the Act.

WE WILL rescind the Arbitration Agreement provision cited above in all its forms, and **WE WILL** notify all applicants and current and former employees who were required to sign or otherwise became bound to the Arbitration Agreement cited above in any of its forms that this provision has been rescinded.

WE WILL, in the event we attempt to reinstate the Arbitration Agreement provision cited above in any of its forms, notify all applicants and current and former employees who were required to sign or otherwise became bound to the Arbitration Agreement cited above in any of its forms that the reinstated provision does not restrict them from exercising their right to file charges with the National Labor Relations Board.

WE WILL rescind the Non-Solicitation of Employees provision cited above in all its forms, and **WE WILL** notify all applicants and current and former employees who were required to sign or otherwise became bound to the Non-Solicitation of Employees cited above in any of its forms that this provision has been rescinded.

WE WILL, in the event we attempt to reinstate the Non-Solicitation of Employees provision cited above in any of its forms, notify all applicants and current and former employees who were required to sign or otherwise became bound to the Non-Solicitation of Employees cited above in any of its forms that the reinstated provision does not restrict them from exercising their right to file charges with the National Labor Relations Board.

WE WILL pay Mamdouh Kamel for the wages and other benefits he lost because we suspended him, plus interest.

WE WILL rescind the suspension of Mamdouh Kamel and the corrective action form issued to him on or about March 31, 2022, and April 6, 2022.

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WE WILL, upon request, bargain in good faith to agreement or impasse with the Union regarding the discipline of unit employee Mamdouh Kamel that occurred on or about March 31, 2022, and April 6, 2022.

WE WILL, upon request, bargain in good faith with the Union as the exclusive collective-bargaining representative of our unit employees.

WE WILL, before issuing discipline that is inconsistent with established disciplinary policy or practice, notify and, on request, bargain with the Union as the exclusive collective-bargaining representative of our unit employees.

WE WILL furnish the Union in a timely manner with the information it requested on April 1, 2022.

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

Keolis Transit Services, LLC

(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). Callers who are deaf or hard of hearing who wish to speak to an NLRB representative should send an email to relay.service@nlrb.gov. An NLRB representative will email the requestor with instructions on how to schedule a relay service call.

BANK OF AMERICA CENTER, TOWER II
100 S. CHARLES STREET, STE 600
BALTIMORE, MD 21201

Telephone: (410)962-2822

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.

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