

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF
KEOLIS TRANSIT AMERICA, INC.

Cases 32-CA-277493,

32-CA-278513,
32-CA-278566,
32-CA-278570,
32-CA-278630,
32-CA-278633,
32-CA-278938,
32-CA-279593,
32-CA-280182,
32-CA-283072,
32-CA-280922,
32-CA-280965,
32-CA-281336,
32-CA-283822,
32-CA-283810,
32-CA-283814,
32-CA-285351

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 across from the dispatch office and in the maintenance facility at 2050 Villanova Drive, Reno, Nevada 89502; in the old breakroom at the 4th Street Station facility at 200 E. 4th Street, Reno, NV 89501. If the Employer's place of business 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 Employer's place of business 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 Employer 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.

E-MAILING NOTICE - The Charged Party will email a copy of the signed Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, to all employees who work at the facility located at 2050 Villanova Drive, Reno, Nevada 89502 and the 4th Street Station facility at 200 E. 4th Street, Reno, NV 89501. 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 32 of the National Labor Relations Board in Cases 32-CA-277493, _____, 32-CA-278513, 32-CA-278566, 32-CA-278570, 32-CA-278630, 32-CA-278633, 32-CA-278938, 32-CA-279593, 32-CA-280182, 32-CA-283072, 32-CA-280922, 32-CA-280965, 32-CA-281336, 32-CA-283822, 32-CA-283810, 32-CA-283814, and 32-CA-285351.” The Charged Party will forward a copy of that e-mail, with all of the recipients’ e-mail addresses, to the Region’s Compliance Officer at Paloma.Loya@nlrb.gov.

INTRANET POSTING - The Charged Party will also post a copy of the Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, on its intranet platform “MyTalent,” and/or any other intranet site that it uses to communicate with employees, and keep it continuously posted there for 60 consecutive days from the date it was originally posted. If the Employer’s place of business 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 keeping the Notice posted on its intranet will begin when the Employer’s place of business 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 Employer prior to closing its business due to the Coronavirus pandemic. To document its compliance with this requirement, the Charged Party will submit a screen shot of the intranet or website posting, along with a fully completed Certification of Posting form, via the Agency’s e-filing portal at www.nlrb.gov. Should further investigation or verification of the intranet or website posting become necessary, the Charged Party will provide appropriate intranet or website access to the Compliance Assistant or Compliance Officer assigned to the case.

BACKPAY — Charged Party will make-whole any unit employees for any consequential damages incurred as a result in the changes to the floating holiday pay or because the Union shop steward was prohibited from performing her union duties while on leave. Charged Party will make-whole any unit employees for any lost wages incurred as a result of Respondent’s refusal to implement the wage progression set forth in the parties’ expired collective-bargaining agreement. Within 14 days of the approval of this Settlement Agreement, Charged Party will identify the name of each employee whose wages were not increased based on the wage progression found in the expired collective-bargaining agreement, and the wage rate that employee should have received, in order for the Compliance Officer to calculate the full backpay.

The Charged Party, for each employee receiving backpay, will provide the Regional Director with a Backpay report allocating the payment(s) to the appropriate calendar year and a copy of the IRS form W-2 for wages earned in the current calendar year no sooner than December 31st of the current year and no later than January 30th of the following year. If the Centralized Compliance Unit, on behalf of the Regional Director, is unable to locate any individual entitled to make-whole relief within one year of receipt of payment, the Regional Director will have sole discretion to redistribute the amounts owed to those individuals, provided no individual receives more than 100% of the backpay or other remedial monies they are owed. The Charged Party agrees to prepare, process, and, if applicable, mail any redistribution payments, at its own cost, pursuant to the direction of the Regional Director.

The Charged Party will make-whole the employee named below, Emily Hobbs, for any losses incurred as a result of the Employer’s unlawful delay in paying the sign-on bonus. and for lost wages incurred as result of the Employer’s unlawful decision to terminate.

Claimant	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay + Expenses	Compound Interest	Excess Tax	Total
_____	\$ n/a	\$ n/a	\$ n/a	\$ n/a	\$14.90	\$ 0	\$14.90

The Charged Party will make-whole the employee named below, Rachel Drum, for losses incurred as result of the Employer's unlawful decision to terminate and for reasonable economic losses she suffered as a direct result of the termination which will be determined by the Compliance Officer during the compliance period of this Settlement.

Claimant	Net Backpay through March 31, 2022	Interim Expenses	Medical Expenses	Net Backpay + Expenses	Compound Interest	Excess Tax	Total
	\$13,342.53	\$ 0	\$ 0	\$13,342.53	\$77.90	\$ 16.11	\$13,436.54

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

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was 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 that evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) 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 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 _____ Initials No 87 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 reissue the amended

consolidated complaint previously issued on January 11, 2022, in the instant cases. Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the consolidated complaint. The Charged Party understands and agrees that the allegations of the aforementioned consolidated complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps 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 Keolis Transit America, Inc.			Charging Party Teamsters Local 533		
By:	Name and Title	Date	By:	Name and Title	Date
	<i>/s/ Brendan Fitzgerald</i>	<i>3/14/2022</i>		<i>Gary Watson</i> <i>President</i>	<i>3/15/2022</i>
Print Name and Title below			Print Name and Title below		
Recommended By:			Approved By:		
Date			Date		
AMY BERBOWER Field Attorney			VALERIE HARDY-MAHONEY Regional Director, Region 32		

(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.

WE WILL NOT interfere with, restrain, or coerce you in the exercise of the above rights.

WE WILL NOT ask you whether you intend to on strike and/or threaten to take unspecified reprisals against you if you exercise your right to strike.

WE WILL NOT tell your Union shop steward that she cannot come to the Employer's worksite to conduct her steward duties such as resolving your grievances.

WE WILL NOT threaten your Union representative with physical violence for supporting your right to strike and picket.

WE WILL NOT fail and refuse to bargain with the Teamsters Local 533 (Union), the employees' representative in dealing with us regarding wages, hours, and other working conditions of the employees in the following Unit:

All employees covered by our most recent collective-bargaining agreement with the Union dated July 1, 2017 through June 30, 2021.

WE WILL NOT make changes to your wages, hours and working conditions without bargaining with the Union to agreement or overall impasse for a successor agreement, including not allowing employees to use floating holidays or refusing to allow you to perform steward duties when on medical leave.

WE WILL NOT makes changes to your wages by refusing to give employees their pay raises as required by the wage progression set forth in the expired collective-bargaining agreement without bargaining with the Union to agreement or overall impasse for a successor agreement.

WE WILL make employees whole for refusing to give them their pay raises described above by paying them according to the wage progression in the expired collective-bargaining agreement, and **WE WILL** pay them backpay to make up for the lost wages they are owed because we refused to give them their pay raises when they were first eligible for them.

WE WILL NOT tell employees not to go out on strike because they are not protected by the Union, or that they will forfeit all their rights to their sign on bonus if they go on strike.

WE WILL NOT terminate employees for honoring the Union picket line, and **WE WILL** make-whole Rachel Drum by backpay to make up for the lost wages and other benefits she is owed because we fired her for honoring the picket line, including reasonable economic losses she

incurred as a direct result of the termination; **WE WILL**, within 14 days of approval of this agreement, offer Rachel Drum immediate and full reinstatement to a Utility position, or if that job no longer exists, to a substantially equivalent position, without prejudice to her seniority or any other rights and/or benefits or privileges she would have enjoyed if not for the termination; **WE WILL** remove from our files all references to the termination or quit of Rachel Drum; and **WE WILL** notify her this has been done in writing and it will not be used against her in any way.

WE WILL NOT refuse to give, or delay in giving, employees their sign-on bonus for honoring the Union picket line, and **WE WILL** pay employees the sign on bonus that we denied them because they chose to honor the Union picket line, and **WE WILL** pay employees any interest they would have earned if we had not delayed in providing them their sign-on bonus.

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

WE WILL provide the Union with the information it requested:

- 1) in item 3 of its May 13, 2021 information request related to the cost, cost share, and demographics of various benefits and insurance programs provided to employees under our collective bargaining agreement with the Union;
- 2) in items 1 through 3 of its April 6, 2021 request regarding complaints by passengers and/or drivers about passengers and/or drivers not wearing masks;
- 3) items 1 through 5 of its May 23, 2021 request regarding the Employer statements in a news article; and items 1 through 4, 7, 14 (but only portion of Item 14 requesting information for the list of workers that the employer would use as BTW trainers if the employer's proposal was currently in effect), 24 and 26 of the June 4 and July 9, 2021 request for information relating to the Employer's bargaining proposals;
- 4) temporary employee's contact information the Union requested on July 28, 2021, and again on July 30, 2021;
- 5) temporary employees' contact information the Union requested on September 8, 2021;
- 6) information the Union requested on August 4, 2021, regarding "all such resignations, any report indicating such misbehavior and any other documentation within the scope of your claim. If there is no documentation, please provide the name, date, and a short description of the events about which you complain."
- 7) the name of the covid-positive employee that the Union requested on September 13, 2021.

WE WILL if requested by the Union, rescind any or all changes to your terms and conditions of employment that we implemented without bargaining with the Union by allowing employees to use floating holiday and allowing stewards to perform union duties while on medical leave.

WE WILL pay you for the wages and other benefits you lost because we eliminated your use of floating holidays, including any consequential damages that you incurred because you were unable to use your floating holiday or because your union steward was prohibited from performing her union duties while on leave.

WE WILL make employees whole for refusing to give them their pay raises according to the wage progression in the expired collective-bargaining agreement, and **WE WILL** pay them backpay, with interest if any, to make up for the lost wages they are owed because we refused to give them their pay raises when they were first eligible for them.

WE WILL make whole employees who were delayed or denied their \$2000 sign-on bonus because they participated in the strike.

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

Keolis Transit America, Inc.

(Employer)

Dated: 3/14/2022

By: /s/ Brendan Fitzgerald

Counsel

(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.

1301 Clay St Ste 300N
Oakland, CA 94612-5224

Telephone: (510)637-3300

Hours of Operation: 8:30 a.m. to 5 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 Centralized Compliance Unit at complianceunit@nlrb.gov.