UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
NEW YORK BRANCH OFFICE

ARDSLEY BUS CORPORATION INC.,
a/k/a GENE'S BUS COMPANY

and **Case Nos.** **2-CA-38713**
2-CA-39049
TRANSPORT WORKERS UNION OF **2-CA-39376**
GREATER NEW YORK, LOCAL 100, AFL-CIO **2-CA-39467**

Alan M. Rose, Esq. and Colleen Breslin, Esq., Counsels for the General Counsel
Anthony J. Pirrotti, Esq., Counsel for the Respondent
Ursula Levelt, Esq., Counsel for the Charging Party

ERRATA

By letter dated March 5, 2010, Counsel for the General Counsel requested that I issue an erratum. He pointed out that certain conclusions that I had made in one part of the Decision were not reflected at certain other parts of the Decision. As I agree with these points, I hereby make the following changes:

At page 39 of the Decision, the sentence that begins; "In this respect, I have concluded" should read:

> In this respect, I have concluded, *inter alia*; **(a)** that in March 2008, the Respondent suspended Cesar Uchofen because he sought union representation in relation to an interview that he reasonably believed could have led to disciplinary action; **(b)** that in the spring and summer of 2008, the Respondent failed to furnish relevant information so that the Union could carry out its contract administration functions; **(c)** that in the summer of 2008, the Respondent, contrary to the explicit terms of its contract, did not allow its employees to bid by seniority for summer camp routes; **(d)** that in August 2008, the Respondent excluded certain regular school bus routes from the bidding process; **(e)** that the Respondent, on multiple occasions in 2008 and 2009, had failed and refused to furnish information relevant to potential and actual grievances; **(f)** that in late October 2008, the Respondent refused to meet with the Union regarding pending grievances; **(g)** that in November 2008, the Respondent by its manager, physically assaulted the union's shop steward; **(h)** that since May 2009, the Respondent has failed to provide information relevant to bargaining for a new contract; (i) that in December 2008 and January 2009, the Respondent bypassed the Union and attempted to bargain directly with employees regarding grievances; and **(j)** that in June 2009, the Respondent refused to bargain with representatives chosen by the Union.

At page 42 of the Decision, where the Conclusions of Law are listed, an additional enumerated paragraph should be inserted to read as follows:

12. By attempting to bargain directly with employees about grievances and bypassing the Union as their collective bargaining representative, the Respondent has violated Section 8(a)(1) and (5) of the Act.

At page 44 of the Decision, the Cease and Desist portion of the Order should be amended to include the following sentence:

(l) Attempting to bargain directly with employees about grievances and bypassing the Union as their collective bargaining representative.

The Notice should be amended to include the following provision:

WE WILL NOT attempt to bargain directly with employees about grievances and bypass the Union as their collective bargaining representative.

Dated at Washington, DC, March 15, 2010.

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Raymond P. Green
Administrative Law Judge