UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

AMERICAN MEDICAL RESPONSE, INC.

and **Case 28-CA-064303**

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1107

JOINT MOTION TO REMAND PROCEEDING TO REGIONAL DIRECTOR

Pursuant to Section 102.47 of the Board's Rules and Regulations, Counsel for the Acting General Counsel (General Counsel), Respondent, and the Charging Party file this motion to transfer the above-captioned matter back to the Regional Director for the purpose of approving and effectuating the terms of an informal Board Settlement Agreement entered into by the parties. In support of the Motion, the parties' state as follows:

1. On March 16, 2012, an Order Transferring Proceeding to the Board and Notice to Show Cause was issued upon the parties, requesting the party's to file written briefs addressing why the previously filed motions for summary judgment in this matter should not be granted.

2. On March 30, 2012, General Counsel, Respondent, and the Charging Party each filed separate responses to the Board's Notice to Show Cause.

3. On April 24, 2012, and April 27, respectively, Respondent and the Charging Party executed an informal Board Settlement Agreement in this matter, resolving the matters which have been the subject of this case. A copy of the Settlement Agreement is attached.

Based on the foregoing, General Counsel, Respondent, and the Charging Party respectfully request that the Board remand this matter to the Regional Director for the purpose of approving and effectuating the Settlement Agreement.

Respectfully submitted,

/s/ Pablo A. Godoy 05/01/2012
Pablo A. Godoy Date
Counsel for the Acting General Counsel
National Labor Relations Board
Region 28 – Las Vegas Resident Office
600 Las Vegas Boulevard So., Suite 400
Las Vegas, NV 89101-6637
Telephone: (702) 388-6012

/s/ James M. Walters 05/01/2012
James M. Walters Date
Counsel for Respondent
Fisher and Phillips, LLP
1075 Peachtree Street, NE, Suite 3500
Atlanta, Georgia 30309
Telephone: (404) 240-4230

/s/ Eli Naduris-Weissman 05/01/2012
Eli Naduris-Weissman Date
Counsel for Charging Party
Rothner, Segall & Greenstone
510 South Marengo Avenue
Pasedena, CA 91101-3115
Telephone: (626) 796-7555

CERTIFICATE OF SERVICE

I hereby certify that a copy of JOINT MOTION TO REMAND PROCEEDING TO REGIONAL DIRECTOR in AMERICAN MEDICAL RESPONSE, INC., Case **28-CA-064303** was served by E-Gov, E-Filing, E-Mail, on this 1st day of May 2012, on the following:

Via E-Gov, E-Filing:
Lester A. Heltzer, Executive Secretary
Office of the Executive Secretary
National Labor Relations Board
1099 14th Street, N.W.
Washington, D.C. 20570

Via E-Mail:

Respondent's Representative:

James M. Walters, Esq.
jwalters@laborlawyers.com

Charging Party's Representatives:

Jonathan Cohen, Esq.
jcohen@rsglabor.com

Eli Naduris-Weissman, Esq.
enaduris-weissman@rsglabor.com

/s/ Pablo A. Godoy
Pablo A. Godoy
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UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

American Medical Response, Inc.[1] **Case 28-CA-064303**

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 NOTICES — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notices 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 prominent places around its facility, including all places where the Charged Party normally posts notices to employees. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

INTRANET POSTING - The Charged Party will also post a copy of the Notice on its intranet and keep it continuously posted there for 60 consecutive days from the date it was originally posted. The Charged Party will send an e-mail to the Region's Compliance Officer at Miguel.Rodriguez@nlrb.gov with a link to the electronic posting location on the same day as the posting. If passwords or other log-on information are required to access the electronic posting, the Charged Party agrees to provide such access information to the Region's Compliance Officer.

E-MAILING NOTICES - The Charged Party will email a copy of the signed Notice to all employees who work at the facility located at 1200 S. Martin Luther King Boulevard, Las Vegas, Nevada 89102. The Charged Party will also forward a copy of that e-mail to the Region's Compliance Officer.

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 following allegations in the above-captioned case(s), and does not settle any other case(s) or matters.

1. (a) The charge in this proceeding was filed by the Union on September 12, 2011, and a copy was served by regular mail on the Respondent on the same date.

(b) The amended charge in this proceeding was filed by the Union on October 19, 2011, and a copy was served by regular mail on the Respondent on October 20, 2011.

2. (a) At all material times the Respondent, a Delaware corporation, with an office and principal place of business in Las Vegas, Nevada, herein called the Respondent's facility, has been engaged in the business of providing medical transport services.

(b) During the 12-month period ending September 12, 2011, the Respondent, in conducting its business operations described above in paragraph 2(a), performed services valued in excess of $50,000 in States other than the State of Nevada.

(c) At all material times the Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

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1. At the request of the Charged Party, the Charged Party is named Mercy, Inc., d/b/a American Medical Response. The Regional Director and Charging Party take no position on the matter.

3. At all material times the Union has been a labor organization within the meaning of Section 2(5) of the Act.

4. At all material times Michael Gorman held the position of Director of Operations and has been a supervisor of the Respondent within the meaning of Section 2(11) of the Act and an agent of the Respondent within the meaning of Section 2(13) of the Act.

5. (a) The following employees of the Respondent constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

> All full-time and part-time paramedics, EMT-I's and EMT's employed by the Respondent at its Las Vegas facility and excludes all other employees, officer clerical employees, supply employees, dispatchers, special event employees, transporters, field training officers, guards and supervisors as defined under the National Labor Relations Act.

(b) Since on or about May 16, 2003, and at all material times, the Union has been the designated exclusive collective-bargaining representative of the Unit and since then the Union has been recognized as the representative by the Respondent. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective from April 1, 2009, through March 31, 2012.

(c) At all times since on or about May 16, 2003, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

6. (a) Since on or about August 15, 2011, the Union has requested that the Respondent bargain over terms and conditions of employment for Critical Care Transport Paramedics, herein called the CCT paramedics, who are included in the bargaining unit.

(b) Since on or about August 15, 2011, the Respondent has failed and refused to bargain collectively about the subject set forth above in paragraph 6(a).

(c) The subject set forth above in paragraph 6(a) relates to the wages, hours, and other terms and conditions of employment of the Unit and is a mandatory subject for the purposes of collective bargaining.

(d) Since on or about August 15, 2011, the Union, by letter has requested that the Respondent furnish the Union with the following information:

> A listing of all CCT Paramedics, their contact information, copies of all policies that apply to CCT Paramedics, including wages, and any individual contracts the company has with these employees.

(e) The information requested by the Union, as described above in paragraph 6(d), is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(f) Since on or about August 15, 2011, the Respondent, has failed and refused to furnish the Union with the information requested by it as described above in paragraph 6(d).

7. By the conduct described above in paragraph 6, the Respondent has been failing and refusing to bargain collectively with the exclusive collective-bargaining representative of its employees within the meaning of Section 8(d) of the Act in violation of Section 8(a)(1) and (5) of the Act.

8. The unfair labor practices of the Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

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. 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 _____ 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 will include the allegations spelled out above in the Scope of Agreement section. 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 all of the allegations of the complaint will be deemed admitted and it will have waived its right to file an Answer to such complaint. 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 AMERICAN MEDICAI RESPONSE, INC.		Charging Party SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1107	
By: Name and Title James M. Walters Attorney	Date 4/24/12	By: Name and Title Attorney	Date 4/27/2012
Recommended By: PABLO A. GODOY, Field Attorney	Date 4/30/2012	Approved By: Regional Director, Region 28	Date

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 that interferes with these rights. More particularly:

WE WILL NOT, upon request, refuse to bargain in good faith with Service Employees International Union Local 1107 (Union) as the exclusive collective-bargaining representative of our employees in the following appropriate unit including Critical Care Transport Paramedics:

> All full-time and part-time paramedics, EMT-I's and EMT's employed by the Respondent at its Las Vegas facility and excludes all other employees, officer clerical employees, supply employees, dispatchers, special event employees, transporters, field training officers, guards and supervisors as defined under the National Labor Relations Act.

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

WE WILL provide the Union with the information it requested on August 15, 2011

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

AMERICAN MEDICAL RESPONSE, INC.
2600 N CENTRAL AVE
STE 1400
PHOENIX, AZ 85004-3019

Telephone: (602) 640-2160
Hours of Operation: 8:15 a.m. to 4:45 p.m.

JMW/OK

enw/ok