UNITED STATED OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
WASHINGTON, D.C.

SEVEN ONE SEVEN PARKING SERVICES OF MICHIGAN, INC., d/b/a HOSPITAL PARKING MANAGEMENT

Respondent

and **CASE 07-CA-133170**

LOCAL 283, INTERNATIONAL BROTHERHOOD OF TEAMSTERS (IBT)

Charging Party

MOTIONS OF COUNSEL FOR THE GENERAL COUNSEL TO TRANSFER CASE TO AND CONTINUE PROCEEDINGS BEFORE THE BOARD AND FOR DEFAULT JUDGMENT

Counsel for the General Counsel, pursuant to Sections 102.24, and 102.50 of the Board's Rules and Regulations, files these Motions to Transfer Case to and Continue Proceedings Before the Board and for Default Judgment because Respondent has failed to comply with the terms of the bilateral informal Settlement Agreement approved by the Regional Director for Region Seven on November 18, 2014. In support, Counsel for the General Counsel states as follows:

1. The charge in this proceeding was filed by the Charging Party on July 21, 2014, and served by regular mail on Respondent on July 22, 2014. A

copy of the charge is attached as Exhibit A, and the Region's docketing letter and affidavit of service is attached as Exhibit B.

2. The amended charge in this proceeding was filed by the Charging Party on September 30, 2014, and served by regular mail on Respondent on the same date. A copy of the amended charge is attached as Exhibit C, and the Region's docketing letter and affidavit of service is attached as Exhibit D.

3. On November 17, 2014, Respondent entered into a bilateral Settlement Agreement with the Charging Party, which was approved the by the Regional Director on November 18, 2014. Pursuant to the terms of Settlement Agreement, Respondent agreed to comply with the terms and provisions of an incorporated Notice, which provided that Respondent would provide the Charging Party with certain requested information, meet and collectively bargain with the Charging Party on specified dates at regular intervals, and utilize a representative with authority to bind it during negotiations for a collective bargaining agreement. A copy of the Settlement Agreement is attached as Exhibit E, and a copy of the Notice to Employees is attached as Exhibit F.

4. Under the terms of the "Performance" section of the Settlement Agreement, upon approval by the Regional Director:

> The Charged Party[1] 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

[1]Respondent was referred to as "Charged Party" in the Settlement Agreement as the parties entered into the Settlement Agreement prior to the issuance of a complaint.

> 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 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. 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 the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. 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 at the last address provided to the General Counsel.

5. By letter dated November 26, 2014, the Compliance Officer for Region Seven sent Respondent a copy of the conformed Settlement Agreement along with a cover letter, advising Respondent to take the steps necessary to comply with the Settlement Agreement. A copy of the cover letter is attached as Exhibit G.

6. By letter dated January 27, 2015, the Compliance Officer for Region Seven, under the direction of the Regional Director, notified Respondent that the Charging Party asserted that Respondent had not complied with the terms of the Settlement Agreement, advised Respondent of its obligation to respond to these allegations by February 5, 2015, and warned Respondent that its failure to do so may result in the issuance of a complaint and the filing of a motion for default

judgment. A copy of the January 27 letter is attached as Exhibit H, and a copy of the facsimile transmission receipt is attached as Exhibit I.

7. On February 4, 2015, via email, Respondent provided its response to the Region's January 27 correspondence, denying the Charging Party's allegations of non-compliance. In summary, Respondent asserted that it provided the Charging Party with information it requested on June 17, 2014, "as [the documents exist];" asserts it agreed to bargain, and attempted to meet with the Charging Party; asserts it designated a representative with authority to bargain to meet with the Charging Party; and declared an impasse in negotiations indicating it was unable to further bargain with the Charging Party[2]. A copy of the February 4 email is attached as Exhibit J.

8. By letter dated February 13, 2015, the Compliance Officer for Region Seven, after further investigation and under the direction of the Regional Director, notified Respondent that it had not complied with the terms of the Settlement Agreement and advised Respondent of its obligation to comply with terms of the settlement agreement by providing the Charging Party with the information it requested on June17, July 18 and 22, and October 16, 2014, and to bargain in good faith with Charging Party face- to- face, utilizing a representative with authority to bind the Respondent during negotiations, for a minimum of twice a

[2] The Region's position is that the Respondent did not fully comply with the information request dated June 17, 2014, nor did Respondent address in its reply the Charging Party's outstanding information requests dated July 18 and 22, and October 16, 2014. Absent compliance with its statutory duty to provide information, Respondent cannot declare a good faith impasse, regardless of its assertions that it agreed to bargain with the Charging Union and assigned a bargaining representative with authority to bind the Respondent.

week, four hours per session, until an agreement or good faith impasse is reached. The Compliance Officer warned Respondent that its failure to remedy its non-compliance with the terms of the Settlement Agreement within 14 days might result in the issuance of a Complaint and the filing of a Motion for Default Judgment. A copy of the February 13 letter is attached as Exhibit K, and facsimile confirmation receipts are attached as Exhibit L and M.

9. Having received no response from Respondent to the February 13 letter, on March 31, 2015, the Regional Director for Region Seven issued and served on Respondent by certified mail a Complaint Based on Breach of Affirmative Provisions of Settlement Agreement (Complaint). A copy of the Complaint is attached as Exhibit N, and a copy of the affidavit of service and certified mail return receipt is attached as Exhibit O.

10. Under the Performance provision of the Settlement Agreement, and by virtue of Respondent's non-compliance with its terms:

a. the allegations of the Complaint should be deemed admitted as true;

b. no hearing is necessary on the Complaint; and

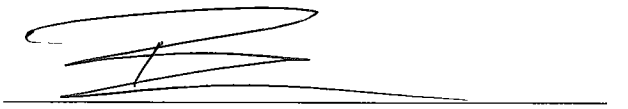
c. the motions to transfer this proceeding to the Board and for default judgment should be granted. See ***Farr Furnishings, Inc., d/b/a Interiors for Today***, 338 NLRB 784 (2003); ***In Re SAE Young Westmont-Chicago, LLC***, 333 NLRB No. 59 (March 9, 2001) (not reported in Board volumes); ***Ernest Lee***

Tile Contractors, Inc., 330 NLRB No. 61 (Jan. 5, 2000) (not reported in Board volumes).

CONCLUSION

The undersigned respectfully moves that the Board grant the motions and order the relief described here, as well as such other relief deemed appropriate and necessary.

Dated this 8th day of April 2015.



Robert A. Drzyzga
Counsel for the General Counsel
National Labor Relations Board, Region 7
Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 300
Detroit, MI 48226
(313) 226-3238
Robert.Drzyzga@nlrb.gov

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
07-CA-133170	7-21-2014

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
HOSPITAL PARKING MANAGEMENT
CORPORATE OFFICE

b. Tel. No. 800-310-7275
c. Cell No. 813-228-7078
f. Fax No.
g. e-Mail jaccardi@717parking.com
h. Number of workers employed 10

d. Address *(Street, city, state, and ZIP code)*
1523 NORTH FRANKLIN ST
TAMPA FL 33602

e. Employer Representative
JOHN ACCARDI SR

i. Type of Establishment *(factory, mine, wholesaler, etc.)*
parking

j. Identify principal product or service
parking attendants

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)* 8 (a) (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)*

Company refusal to bargain, refuses to bargain face to face and won't bring anyone to the table with any authority to bargain. Scheduled bargaining for July 15th and July17th and the Union planned to bargain all day, John Accardi Sr. was on the phone and only for five minutes on the 15th and an hour on the 17th.

The union filed this charge back on February 7, 2014 Case # 07-CA-122158. We withdrew the charge when the company agreed to bargain but they have not done so.

3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*
International Brotherhood of Teamsters, Local Union No. 283

4a. Address *(Street and number, city, state, and ZIP code)*
1625 Fort Street
Wyandotte MI 48192

4b. Tel. No. 737-282-8850
4c. Cell No. 734-775-9941
4d. Fax No. 734-282-8857
4e. e-Mail teamsters283@wyan.org

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 Union No. 283

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 Steve J. Hicks
(signature of representative or person making charge)

Steve J. Hicks, President
(Print/type name and title or office, if any)

7/17/14
(date)

Address

Tel. No.
Office, if any, Cell No.
Fax No.
e-Mail

EXHIBIT
A

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.

RECEIVED
NLRB REGION 7

2014 JUL 21 AM 11:52

DETROIT, MI

United States Government
National Labor Relations Board

Region 7
477 Michigan Ave., Rm. 300
Detroit, MI 48226-2543

Agency Website: www.nlrb.gov
Telephone: (313)226-3200
Fax: (313)226-2090

Download
NLRB
Mobile App

July 22, 2014

Mr. John Accardi, Sr.
Hospital Parking Management Corporate Office
1523 North Franklin Street
Tampa, FL 33602

Re: Hospital Parking Management
Corporate Office
Case 07-CA-133170

Dear Mr. Accardi:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Examiner Annetta Stevenson whose telephone number is (313)226-3217. If this Board agent is not available, you may contact Supervisory Examiner Patricia L. Zane whose telephone number is (313)226-3235.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, www.nlrb.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent.

EXHIBIT
B

Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

Procedures: We strongly urge everyone to submit all documents and other materials (except unfair labor practice charges and representation petitions) by E-Filing (not e-mailing) through our website, www.nlrb.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlrb.gov or from an NLRB office upon your request. NLRB Form 4541 offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

Terry Morgan
Regional Director

Enclosures:
1. Copy of Charge 2. Commerce Questionnaire

Revised 3/21/2011 NATIONAL LABOR RELATIONS BOARD

Annetta Stevenson **QUESTIONNAIRE ON COMMERCE INFORMATION**

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME	CASE NUMBER
Hospital Parking Management Corporate Office	07-CA-133170

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)

2. TYPE OF ENTITY

[ ] CORPORATION [ ] LLC [ ] LLP [ ] PARTNERSHIP [ ] SOLE PROPRIETORSHIP [ ] OTHER (Specify)

3. IF A CORPORATION or LLC

A. STATE OF INCORPORATION OR FORMATION	B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS

5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR

6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS *(Products handled or manufactured, or nature of services performed)*

7. A. PRINCIPAL LOCATION:	B. BRANCH LOCATIONS:

8. NUMBER OF PEOPLE PRESENTLY EMPLOYED

A. Total:	B. At the address involved in this matter:

9. DURING THE MOST RECENT *(Check appropriate box)*: [ ] **CALENDAR YR** [ ] **12 MONTHS** or [ ] **FISCAL YR** *(FY dates)*

	YES	NO
A. Did you **provide services** valued in excess of $50,000 directly to customers outside your State? If no, indicate actual value. $		
B. If you answered no to 9A, did you **provide services** valued in excess of $50,000 to customers in your State who purchased goods valued in excess of $50,000 from directly outside your State? If no, indicate the value of any such services you provided. $		
C. If you answered no to 9A and 9B, did you **provide services** valued in excess of $50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than $50,000, indicate amount. $		
D. Did you **sell goods** valued in excess of $50,000 directly to customers located outside your State? If less than $50,000, indicate amount. $		
E. If you answered no to 9D, did you **sell goods** valued in excess of $50,000 directly to customers located inside your State who purchased other goods valued in excess of $50,000 from directly outside your State? If less than $50,000, indicate amount. $		
F. Did you **purchase and receive goods** valued in excess of $50,000 from directly outside your State? If less than $50,000, indicate amount. $		
G. Did you **purchase and receive goods** valued in excess of $50,000 from enterprises who received the goods directly from points outside your State? If less than $50,000, indicate amount. $		
H. **Gross Revenues** from all sales or performance of services *(Check the largest amount)*. [ ] $100,000 [ ] $250,000 [ ] $500,000 [ ] $1,000,000 or more If less than $100,000, indicate amount.		
I. **Did you begin operations within the last 12 months?** If yes, specify date:		

10 ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?

[ ] YES [ ] NO *(If yes, name and address of association or group).*

11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS

NAME	TITLE	E-MAIL ADDRESS	TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE *(Type or Print)*	SIGNATURE	E-MAIL ADDRESS	DATE

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 representation and/or unfair labor practice proceedings 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 may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

HOSPITAL PARKING MANAGEMENT CORPORATE OFFICE Charged Party and **LOCAL 283, INTERNATIONAL BROTHERHOOD OF TEAMSTERS (IBT)** Charging Party	**Case 07-CA-133170**

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on July 22, 2014, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Mr. John Accardi, Sr.
Hospital Parking Management Corporate Office
1523 North Franklin Street
Tampa, FL 33602

Mr. Steve J. Hicks, President/Business Agent
Local 283, International Brotherhood of Teamsters (IBT)
1625 Fort St.
Wyandotte, MI 48192-3544

Bradley T. Raymond, General Counsel
International Brotherhood of Teamsters (IBT)
25 Louisiana Avenue, NW
Washington, DC 20001-2130

July 22, 2014
Date

Carol A. Koper, Designated Agent of NLRB
Name

Carol A Koper
Signature

FORM NLRB-501
(2-08)

AMENDED

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 07-CA-133170	Date Filed 9-30-2014

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
Hospital Parking Management Corporate Office

b. Tel. No.
800-310-7275

c. Cell No.
813-228-7078

f. Fax. No.

d. Address *(Street, city, state, and ZIP code)*
1523 North Franklin St.
Tampa, FL 33602

e. Employer Representative
John Accardi, Sr.

g. e-mail
jaccardi@717parking.com

h. Number of workers employed
10

i. Type of Establishment *(factory, mine, wholesaler, etc.)*
parking

j. Identify principal product or service
parking attendants

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 thest unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Rorganization Act.

2. Basis of the Charge *(set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)*
The Employer has refused to bargain face-to-face and will not bring anyone to the table with any authority to bargain. Scheduled bargaining for July 15th and 17th and the Union planned to bargain all day and John Accardi, Sr. was on the phone for only 5 minutes on the 15th and an hour on the 17th. This occurred after we filed a charge on February 7, 2014 (07-CA-122158), but withdrew when the company agreed to bargain but they have not done so.

On July 17, 2014, and again via e-mail on July 22, 2014, the Employer has failed and refused to provide me with financial information after pleading poverty.

3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*
International Bortherhood of Teamsters, Local Union No. 283

4a. Address *(Street and number, city, state, and ZIP code)*
1625 Fort Street
Wyandotte, MI 48192

4b. Tel. No.
(734) 282-8850

4c Cell No.
(734) 775-9941

4d. Fax No.
(734) 282-8857

4e. e-mail
teamsters283@wyan.org

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

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.

Steve J. Hicks

(signature of representative or person making charge)

Steve J. Hicks, President

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

Address 1625 Fort Street, Wyandotte, MI 48192

Date Sep 30, 2014

Tel. No.

Office, if any, Cell No.

Fax No.

e-mail

EXHIBIT
C

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

RECEIVED
NLRB REGION 7

2014 SEP 30 PM 12:59

DETROIT, MI

United States Government
National Labor Relations Board

Region 7
477 Michigan Ave., Rm. 300
Detroit, MI 48226-2543

Agency Website: www.nlrb.gov
Telephone: (313)226-3200
Fax: (313)226-2090

Download
NLRB
Mobile App

September 30, 2014

Mr. John Accardi, Sr.
Hospital Parking Management Corporate Office
1523 North Franklin Street
Tampa, FL 33602

Re: Hospital Parking Management Corporate Office
Case 07-CA-133170

Dear Mr. Accardi:

Enclosed is a copy of the first amended charge that has been filed in this case.

Investigator: This charge is being investigated by Field Examiner Annetta Stevenson whose telephone number is (313)226-3217. If the agent is not available, you may contact Supervisory Examiner Patricia L. Zane whose telephone number is (313)226-3235.

Presentation of Your Evidence: As you know, we seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations in the first amended charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Procedures: Your right to representation, the means of presenting evidence, and a description of our procedures, including how to submit documents, was described in the letter sent to you with the original charge in this matter. If you have any questions, please contact the Board agent.

Very truly yours,

Terry Morgan
Regional Director

EXHIBIT
D

Enclosure: Copy of first amended charge

cc: James J. Cusack, Esq.
Law Office of John J. Cusack
1 Tampa City Ctr., Ste. 2880
Tampa, FL 33602-

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

HOSPITAL PARKING MANAGEMENT CORPORATE OFFICE Charged Party and **LOCAL 283, INTERNATIONAL BROTHERHOOD OF TEAMSTERS (IBT)** Charging Party	**Case 07-CA-133170**

AFFIDAVIT OF SERVICE OF FIRST AMENDED CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on September 30, 2014, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

James J. Cusack, Esq.
Law Office of John J. Cusack
1 Tampa City Ctr., Ste. 2880
Tampa, FL 33602

Mr. John Accardi, Sr.
Hospital Parking Management Corporate Office
1523 North Franklin Street
Tampa, FL 33602

Mr. Steve J. Hicks, President/Business Agent
Local 283, International Brotherhood of Teamsters (IBT)
1625 Fort St.
Wyandotte, MI 48192-3544

Raymond T. Bradley, General Counsel
International Brotherhood of Teamsters (IBT)
25 Louisiana Avenue, NW
Washington, DC 20001-2130

September 30, 2014
Date

Carol A. Koper, Designated Agent of NLRB
Name

Carol A Koper
Signature

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Seven One Seven Parking Services of Michigan, Inc. d/b/a Hospital Parking Management **Case 07-CA-133170**

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 a place at the facility where the Employer normally posts information for employees. 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.

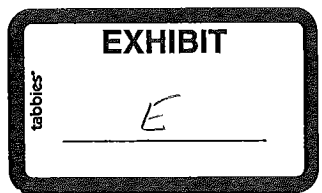
SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the 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 /s/ J.A. 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. 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 that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. 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 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 **Seven One Seven Parking Services of Michigan, Inc. d/b/a Hospital Parking Management**		**Charging Party** **Local 283, International Brotherhood of Teamsters (IBT)**	
By: Name and Title /s/ John Accardi Sr.	Date 11/17/14	By: Name and Title /s/ Steve J. Hicks, President	Date 11/17/14
Recommended By: /s/ Annetta Stevenson ANNETTA STEVENSON, Field Examiner	Date 11/17/14	Approved By: /s/ Terry Morgan Regional Director, Region 7	Date 11/18/14

FORM NLRB-4722
(6-09)

NOTICE TO EMPLOYEES

POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY A REGIONAL DIRECTOR OF THE NATIONAL LABOR RELATIONS BOARD

AN AGENCY OF THE UNITED STATES GOVERNMENT

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.

WE WILL NOT refuse to bargain collectively in good faith with Local 283, International Brotherhood of Teamsters (IBT) (the Union) as the exclusive collective-bargaining representative of employees in the following unit:

> All full-time and regular part-time valet employees, lot attendants, traffic and safety employees, cashiers, greeters, and uniform attendants employed by us at the Karmanos Cancer Center facility located at 4100 John R, Detroit, Michigan.

WE WILL NOT refuse to provide the Union with information that is relevant and necessary to its role as your bargaining representative.

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

WE WILL NOT in any like or related manner fail and refuse to bargain collectively and in good faith with the Union as the exclusive collective-bargaining representative of our unit employees.

WE WILL provide the Union with the information it requested on June 17, 2014, July 18, 2014, and July 22, 2014, and October 16, 2014.

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

WE WILL meet and bargain collectively with the Union on specified scheduled dates as agreed upon by the parties, at least twice a week, and for at least 4 hours per meeting, until a complete collective-bargaining agreement or a good-faith impasse is reached.

WE WILL provide a representative to meet face-to-face with the Union, who has the authority to make adjustments and bind us during negotiations for a collective bargaining agreement during the entire period of time noted in the prior provision.

Seven One Seven Parking Services of Michigan, Inc.
d/b/a Hospital Parking Management
(Employer)

Dated: 11-17-14 By: _____ (Representative) _____ (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies 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. You may also obtain information from the Board's website: www.nlrb.gov and the toll-free number (866)667-NLRB (6572).

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 Board's Office,

477 Michigan Avenue, Room 300, Patrick V. McNamara Federal Building, Detroit, Michigan 48226
Telephone (313) 226-3200, Hours of Operation: 8:15 a.m. to 4:45 p.m., Mark D. Baines at (313) 226-3244

EXHIBIT
tabbies
F

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 7
477 Michigan Ave Rm 300
Detroit, MI 48226-2543

Agency Website: www.nlrb.gov
Telephone: (313)226-3200
Fax: (313)226-2090

Agent's Direct Dial: (313)226-3244

November 26, 2014

Jason Accardi, President & CEO
Hospital Parking Management
1410 North Florida Avenue
Tampa, FL 33602

Re: Seven One Seven Parking Services of Michigan, Inc. d/b/a Hospital Parking Management
Case 07-CA-133170

Dear Mr. Accardi:

Enclosed is a conformed copy of the Settlement Agreement in the above matter which was approved on November 18, 2014. This letter discusses what the Employer needs to do to comply with the Agreement.

Post Notice: Enclosed are 12 copies of the Notice to Employees. In compliance with the Agreement, a responsible official of the Employer, not the Employer's attorney, must sign and date the Notices before posting them. The Notices should be posted in a place where the Employer normally posts information to employees for 60 consecutive days at the Karmanos Cancer Center facility located at 4100 John R, Detroit, Michigan. The Employer must take reasonable steps to ensure that the Notices are not altered, defaced or covered by other material. If additional Notices are required, please let me know. During the posting period, a member of the Regional Office staff may visit the Employer to inspect the Notices.

Certification of Posting: A Certification of Posting form is also enclosed. This form should be completed and returned by not later than **December 17, 2014 with four signed and dated original Notices.** If the Certification of Posting and signed Notices are returned via e-file or e-mail, no hard copies of the Certification of Posting or Notice are required.

Remedial Actions:

Bargaining: Please advise me of the date, time and place when negotiations will begin and the scheduled dates as agreed to by the parties. Thereafter, until this case is closed, please keep all relevant correspondence, proposals, notes, and other documents and periodically send me written updates on the progress of negotiations.

EXHIBIT
6

Please read all the terms of the Settlement Agreement and Notice carefully, as you will be expected to comply with all such provisions. If you have any questions or I can assist you, please let me know.

Closing the Case: When all the affirmative terms of the Settlement Agreement have been fully complied with and there are no reported violations of its negative terms, you will be notified that the case has been closed on compliance. Timely receipt of the signed and dated Notice to Employees and the Certification of Posting will assist us in closing the case in a timely manner.

Very truly yours,

Mark D. Baines
Compliance Officer

MDB/sr

Enclosures: Copy of Conformed Settlement Agreement
Notices to Employees
Certification of Posting

cc: James J. Cusack, Esq.
Law Office of John J. Cusack
1 Tampa City Ctr., Ste. 2880
Tampa, FL 33602

Steve J. Hicks, President
Local 283, International Brotherhood of Teamsters (IBT)
1625 Fort Street
Wyandotte, MI 48192-3544

Bradley T. Raymond, Esq.
General Counsel
International Brotherhood of Teamsters
25 Louisiana Avenue NW
Washington DC 20001-2130

CERTIFICATION OF POSTING

RE: Seven One Seven Parking Services of Michigan, Inc. d/b/a Hospital Parking Management
Case 07-CA-133170

1. **Physical Posting**

The Notice to Employees in the above matter was posted on (date) _____

_____ at the following locations: (List specific places of posting)

_____

_____

_____

2. **Intranet Posting**

The Notice to Employees in the above matter was posted on the Employer's Intranet/Website on (date) _____. A copy of the intranet/website posting is attached.

3. **Electronic Distribution**

The Notice to Employees in the above captioned matter was also distributed electronically on (date) _____ by the following means. (State means of distribution **and attach proof**.)

_____

_____

_____

CHARGED PARTY/RESPONDENT

By: _____

Title: _____

Date: _____

This form should be returned to the Regional Office, together with **FOUR** original Notices, dated and signed in the same manner as those posted.

United States Government
NATIONAL LABOR RELATIONS BOARD
REGION 7
Patrick V. McNamara Federal Building
477 Michigan Avenue - Room 300
Detroit, MI 48226-2543

Telephone (313) 226-3200
Fax (313) 226-2090
Visit our Website www.nlrb.gov

Sent via Fax and U.S. Mail

January 27, 2015

James J. Cusack, Esq.
Law Office of John J. Cusack
1 Tampa City Ctr., Ste. 2880
Tampa, FL 33602

Re: Seven One Seven Parking Services of Michigan, Inc. d/b/a Hospital Parking Management
Case 07-CA-133170

Dear Mr. Cusack:

The Charging Union in the above case has alleged that your client, the Employer herein, has violated the terms of the Settlement Agreement by failing and refusing to: (a) furnish the Charging Union with the information it requested on June 17, 2014, July 18, 2014, July 22, 2014, and October 16, 2014; (b) provide a representative with the authority to make adjustments and bind the Employer during negotiations for a collective bargaining agreement, who will meet face-to-face with the Charging Union; and, (c) meet and bargain collectively with the Charging Union on specified scheduled dates, at least twice a week, and for at least four hours per meeting, until a complete collective bargaining agreement is reached or a good-faith impasse is reached.

Please submit detailed written responses to all of the above allegations by no later than Thursday, February 5, 2015. Failure to respond to the above allegations, or an insufficient response to them, may lead to the issuance of a complaint and the filing of a motion for default judgment. Should you have any questions, please feel free to call me at (313) 226-3244.

Very truly yours,

Mark D. Baines

Mark D. Baines
Compliance Officer

MDB/mdb

EXHIBIT
tabbies
H

********** -COMM. JOURNAL- ********** DATE JAN-27-2015 ***** TIME 13:48 *********

MODE = MEMORY TRANSMISSION START=JAN-27 13:45 END=JAN-27 13:48

FILE NO.=607

STN NO.	COMM.	ONE-TOUCH/ ABBR NO.	STATION NAME/TEL NO.	PAGES	DURATION
001	OK	■	918132260159	002	00:02:10

********** - - ***** - - *********

United States Government
NATIONAL LABOR RELATIONS BOARD
REGION 7
477 Michigan Avenue - Room 300
Detroit, MI 48226-2569

Telephone (313) 226-3200
FAX (313) 226-2090
www.nlrb.gov

FAX TRANSMISSION COVER PAGE

Date: January 27, 2015

To: James Cusack, Esq.

From: Mark Baines

Number of Pages Including Cover Page: 2

Please see the following letter concerning Case 07-CA-133170.

If you have any problems with this fax – please call (313) 226-3244

Confidentiality Notice: Official Government Business

This communication is intended for the sole use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this communication is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are notified that any dissemination, distribution, or copying of this communication may be strictly prohibited. If you have received this communication in error, please notify me immediately by telephone call and return the communication to me at the address above via the United States Postal Service. Thank you.

EXHIBIT

tabbies

I

Drzyzga, Robert

From: John Accardi [jaccardi@717parking.com]
Sent: Wednesday, February 04, 2015 3:37 PM
To: Baines, Mark D.; Stevenson, Annetta
Cc: 'Jim Cusach'; 'Jason Accardi'; 'John Accardi'; 'William Jackson'; 'William MacDonald'
Subject: NLRB Case 07-CA-133170

Dear Mr. Baines:

This email is in Response to your Fax of January 27, 2015 with reference to 07-CA-133170.

A) Hospital Parking Management has provided the charging Union with all documents requested on June 17, 2014 as they exist.

b) Hospital Parking Management is represented by William Jackson, Manager at the Karmanos Cancer Center in Detroit, Michigan as our representative with full authority to bargain face to face in Detroit, Michigan.

C) Hospital Parking Management representative William Jackson requested several bargaining dates to meet face to face with the Union representative in the month of January 2015 per the Settlement Agreement. However, the charging Union refused to meet, animatedly insisting that we could only bargain at a certain location and time that being the Union Hall during work hours. William Jackson explained to Mr. Hicks, the Union Representative (that he) could not meet at the Union Hall during specific times of the day due to our healthcare client's request that he remain on site due to building Construction and running the day to day operations and offered to meet at our Karmanos Cancer Center Operating Office to bargain at specific times of the day. The charging Union refused to meet at the Karmanos Cancer Center Operating Office and at all requested times, the charging Union never even responded to certain requests to meet at alternative times for several days later, and has prolonged this entire process. Subsequent requests for bargaining dates and locations have been refused by the charging Union. In addition, communication with the charging Union is very tenuous and difficult since the Charging Union has no representation on site or a Shop Stewart. Communication with Mr. Hicks is very adversarial, one sided, non productive, non responsive and not representative of his union members.

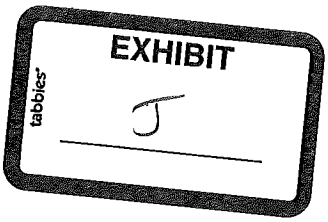
In response to the aforementioned and as a result of Mr. Hicks inconsistencies and irregularities, Mr. Jackson has notified us that he has agreed to a Good Faith Impasse with the Charging Union and is unable to further negotiate with the charging Union.

If you request any addition information, please do not hesitate to contact us.

Thank You.

John Accardi

John A. Accardi
Senior Vice President
Seven One Seven Parking Services, Inc.
Hospital Parking Management
Corporate Office
1523 North Franklin Street
Tampa, FL 33602
www.717parking.com
www.hospitalparkingmanagement.com
jaccardi@717parking.com



813.228.7722 (main) Ext. 2030
813.228.7078 (fax)
800.310.7275 (toll)

United States Government
NATIONAL LABOR RELATIONS BOARD
REGION 7
477 Michigan Avenue - Room 300
Detroit, MI 48226-2543

Telephone (313) 226-3200
FAX (313) 226-2090
www.nlrb.gov

Sent via Fax and U.S. Mail

February 13, 2015

James J. Cusack, Esq.
Law Office of John J. Cusack
1 Tampa City Ctr., Ste. 2880
Tampa, FL 33602

Re: Seven One Seven Parking Services of Michigan, Inc. d/b/a Hospital Parking Management
Case 07-CA-133170

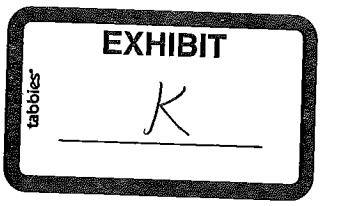
Dear Mr. Cusack:

I am advised that your client, the Employer herein, has not complied with the terms of the Settlement Agreement in the above case, which the Employer executed on November 17, 2014, and I approved on November 18, 2014. Specifically, I am advised that the Employer has failed to:

(a) Provide Local 283, International Brotherhood of Teamsters (hereinafter, the Charging Union), with the information it requested on June 17, 2014, July 18, 2014, July 22, 2014, and October 16, 2014;

(b) Upon request, bargain in good faith with the Charging Union as the exclusive collective bargaining representative of the bargaining unit employees;

(c) Meet and bargain collectively with the Charging Union on specified scheduled dates as agreed upon by the parties, at least twice a week, and for at least 4 hours per meeting, until a complete collective bargaining agreement or a good-faith impasse is reached; and,



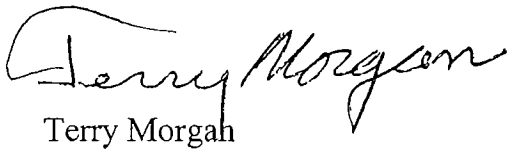
(d) Provide a representative to meet face-to-face with the Charging Union, who has the authority to make adjustments and bind the Employer during negotiations for a collective bargaining agreement.

As a result, I am furnishing you notice that, in accordance with the terms of the Settlement Agreement, and specifically with respect to the Performance provision set forth therein, the complaint will be issued about February 27, 2015, or shortly thereafter, should the Employer continue to fail to take the above-described remedial actions.

In order to avoid issuance of the complaint and the possible filing of a motion for default judgment, please have the Employer comply with the provisions of the Settlement Agreement and the Notice to Employees within 14 days of this letter.

If you have any questions, please call Mark D. Baines, Compliance Officer, at (313) 226-3244.

Very truly yours,



Terry Morgan
Regional Director

TM/mdb

cc:

John A. Accardi, Senior Vice President
Seven One Seven Parking Services, Inc.
Hospital Parking Management
Corporate Office
1523 North Franklin Street
Tampa, FL 33602

********** -COMM. JOURNAL- ********** DATE FEB-13-2015 ***** TIME 13:36 ********

MODE = MEMORY TRANSMISSION START=FEB-13 13:35 END=FEB-13 13:36

FILE NO.=641

STN NO.	COMM.	ONE-TOUCH/ ABBR NO.	STATION NAME/TEL NO.	PAGES	DURATION
001	OK	8	918132287078	003	00:01:12

********** - - ***** - - *********

United States Government
NATIONAL LABOR RELATIONS BOARD
REGION 7
477 Michigan Avenue - Room 300
Detroit, MI 48226-2569

Telephone (313) 226-3200
FAX (313) 226-2090
www.nlrb.gov

FAX TRANSMISSION COVER PAGE

Date: February 13, 2015

To: James Cusack, Esq.

cc: John Accardi

From: Mark Baines

Number of Pages Including Cover Page: 3

Please see the following letter concerning Case 07-CA-133170.

If you have any problems with this fax – please call (313) 226-3244

Confidentiality Notice: Official Government Business

This communication is intended for the sole use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this communication is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are notified that any dissemination, distribution, or copying of this communication may be strictly prohibited. If you have received this communication in error, please notify me immediately by telephone call and return the communication to me at the address above via the United States Postal Service. Thank you.

EXHIBIT

tabbies

L

********** -COMM. JOURNAL- ********** DATE FEB-13-2015 ***** TIME 13:34 ********

MODE = MEMORY TRANSMISSION START=FEB-13 13:30 END=FEB-13 13:34

FILE NO.=640

STN NO.	COMM.	ONE-TOUCH/ ABBR NO.	STATION NAME/TEL NO.	PAGES	DURATION
001	OK	☎	918132260159	003	00:02:59

********** - - ***** - - *********

United States Government
NATIONAL LABOR RELATIONS BOARD
REGION 7
477 Michigan Avenue - Room 300
Detroit, MI 48226-2569

Telephone (313) 226-3200
FAX (313) 226-2090
www.nlrb.gov

FAX TRANSMISSION COVER PAGE

Date: February 13, 2015

To: James Cusack, Esq.

cc: John Accardi

From: Mark Baines

Number of Pages Including Cover Page: 3

Please see the following letter concerning Case 07-CA-133170.

If you have any problems with this fax – please call (313) 226-3244

Confidentiality Notice: Official Government Business

This communication is intended for the sole use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this communication is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are notified that any dissemination, distribution, or copying of this communication may be strictly prohibited. If you have received this communication in error, please notify me immediately by telephone call and return the communication to me at the address above via the United States Postal Service. Thank you.

EXHIBIT

tabbies

M

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

SEVEN ONE SEVEN PARKING SERVICES OF MICHIGAN, INC. d/b/a HOSPITAL PARKING MANAGEMENT
Respondent

and **CASE 07-CA-133170**

LOCAL 283, INTERNATIONAL BROTHERHOOD OF TEAMSTERS (IBT)
Charging Party

COMPLAINT BASED ON BREACH OF AFFIRMATIVE PROVISIONS OF SETTLEMENT AGREEMENT

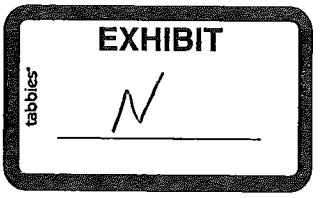
Based upon a charge filed by the Charging Party, in Case 07-CA-133170, against Respondent, alleging that it violated the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., by engaging in unfair labor practices, on November 18, 2014, a Settlement Agreement and Notice to Employees was approved (the Settlement), a copy of which is attached as Appendix A, and pursuant to which Respondent agreed to take certain actions to remedy the unfair labor practices specified in the Settlement. Respondent has failed to comply with the terms of the Settlement. Accordingly, pursuant to the terms of the Settlement and Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board), the following Complaint is issued.

1. (a) The charge in this proceeding was filed by the Charging Party on July 21, 2014, and a copy was served on Respondent by U.S. mail on July 22, 2014.

(b) The amended charge in this proceeding was filed by the Charging Party on September 30, 2014, and a copy was served on Respondent by U.S. mail on the same date.

2. At all material times, Respondent has been a corporation with an office and place of business in Tampa, Florida, and has been engaged in providing parking management services and valet parking services for various parking facilities, including a facility located at 4100 John R Street, Detroit, Michigan (John R facility).

3. (a) In conducting its operations during the calendar year ending December 31, 2014, Respondent provided services valued in excess of $50,000 for Karmanos Cancer Center at the Detroit Medical Center (Karmanos), an enterprise within the State of Michigan and directly engaged in interstate commerce.



(b) During the period of time described above in paragraph 3(a), Karmanos has been operating a hospital providing inpatient and outpatient medical care, derived gross revenues in excess of $250,000, and purchased and received at its Detroit, Michigan facility goods and materials in excess of $5,000 directly from points outside the State of Michigan.

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

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

6. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Jason Accardi	President
John Accardi	Vice President
John Accardi, Sr.	Senior Vice President
Jeff Kilcoyne	Senior Vice President of Operations until late January or early February 2014
William "Bill" Jackson	Site Manager

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

> All full-time and regular part-time valet employees, lot attendants, traffic and safety employees, cashiers, greeters, and uniform attendants employed by Respondent working out of the Karmanos Cancer Center at the Detroit Medical Center located at 4100 John R Street, Detroit, Michigan, but excluding all guards and supervisors as defined in the Act.

(b) Since at least 2007, and at all material times, Respondent has recognized the Charging Party as the exclusive collective-bargaining representative of the Unit. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which was effective from January 1, 2010, through December 31, 2013.

(c) At all times since at least 2007, based on Section 9(a) of the Act, the Charging Party has been the exclusive collective-bargaining representative of the Unit.

8. At various times from about March 18, 2014 through about February 27, 2015, Respondent and the Charging Party met for purposes of negotiating a successor collective-bargaining agreement to the agreement described above in paragraph 7(b).

9. During the time period described above in paragraph 8, Respondent:

(a) failed and refused to negotiate with the Charging Party in face-to-face collective bargaining sessions;

(b) failed and refused to cloak its representatives with the authority to enter into binding agreements;

(c) failed and refused to timely schedule collective bargaining sessions; and,

(d) canceled and shortened scheduled collective bargaining sessions.

10. (a) On about July 17, 2014, and about October 16, 2014, the Charging Party orally requested that it be allowed to examine Respondent's financial records, after Respondent asserted an inability to grant wage increases in response to the Charging Party's contract proposal asking for wage increases.

(b) On about July 18, 2014, and about July 22, 2014, the Charging Party, by e-mail, requested that it be allowed to examine Respondent's financial records, after Respondent asserted an inability to grant wage increases in response to the Charging Party's contract proposal asking for wage increases.

11. The information requested by the Charging Party, as described in paragraph 10, is necessary to verify assertions made by Respondent during collective bargaining, and is necessary for, and relevant to, the Charging Party's performance of its duties as the exclusive collective bargaining representative of the Unit.

12. Since about July 17, 2014, Respondent has failed and refused to furnish the Charging Party with the information requested by it as described in paragraph 10.

13. By its overall conduct, including the conduct described above in paragraphs 9 through 12, Respondent has failed and refused to bargain with the Charging Party as the exclusive collective bargaining representative of the Unit.

14. By the conduct described in paragraphs 9 through 13, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective bargaining representative of its Unit employees, in violation of Section 8(a)(1) and (5) of the Act.

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

WHEREFORE, it is prayed that Respondent be ordered to:

1. Cease and desist from:

(a) engaging in the conduct described in paragraphs 9, 12 and 13, or in any like or related manner interfering with, restraining or coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act;

(b) engaging in the conduct described above in paragraphs 9, 12, and 13, or in any like or related manner failing and refusing to bargain collectively and in good faith with the Charging Party as the exclusive collective-bargaining representative of the Unit.

2. Take the following affirmative action:

(a) provide the Charging Party with the information described in paragraph 10;

(b) upon request, bargain collectively and in good faith with the Charging Party as the exclusive collective bargaining representative of the Unit;

(c) meet and bargain collectively with the Charging Party on specified scheduled dates as agreed upon by the parties, at least twice a week, and for at least 4 hours per meeting, until a complete collective-bargaining agreement or a good-faith impasse is reached;

(d) provide a representative to meet face-to-face with the Charging Party, who has the authority to make adjustments and bind Respondent during negotiations for a collective bargaining agreement, until a complete collective-bargaining agreement or a good-faith impasse is reached.

(e) Post appropriate notices.

The General Counsel further prays for such other relief as may be just and proper to remedy the unfair labor practices herein alleged.

NO HEARING OR ANSWER

Because Respondent has previously agreed that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to the Complaint, no Answer is required and no hearing is necessary.

Dated: March 31, 2015.

/s/ Terry Morgan

Terry Morgan, Regional Director
National Labor Relations Board, Region Seven
Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 300
Detroit, MI 48226-2543

Appendix A

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Seven One Seven Parking Services of Michigan, Inc. d/b/a Hospital Parking Management **Case 07-CA-133170**

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 a place at the facility where the Employer normally posts information for employees. 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.

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 /s/ J.A. 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.

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. 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 that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. 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 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 **Seven One Seven Parking Services of Michigan, Inc. d/b/a Hospital Parking Management**		**Charging Party** **Local 283, International Brotherhood of Teamsters (IBT)**	
By: Name and Title /s/ John Accardi Sr.	Date 11/17/14	By: Name and Title /s/ Steve J. Hicks, President	Date 11/17/14
Recommended By: /s/ Annetta Stevenson ANNETTA STEVENSON, Field Examiner	Date 11/17/14	Approved By: /s/ Terry Morgan Regional Director, Region 7	Date 11/18/14

FORM NLRB-4722
(6-09)

NOTICE TO EMPLOYEES

POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY A REGIONAL DIRECTOR OF THE NATIONAL LABOR RELATIONS BOARD

AN AGENCY OF THE UNITED STATES GOVERNMENT

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.

WE WILL NOT refuse to bargain collectively in good faith with Local 283 International Brotherhood of Teamsters (IBT) (the Union) as the exclusive collective-bargaining representative of employees in the following unit:

> All full-time and regular part-time valet employees, lot attendants, traffic and safety employees, cashiers, greeters, and uniform attendants employed by us at the Karmanos Cancer Center facility located at 4100 John R, Detroit, Michigan.

WE WILL NOT refuse to provide the Union with information that is relevant and necessary to its role as your bargaining representative.

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

WE WILL NOT in any like or related manner fail and refuse to bargain collectively and in good faith with the Union as the exclusive collective-bargaining representative of our unit employees.

WE WILL provide the Union with the information it requested on June 17, 2014, July 18, 2014, and July 22, 2014, and October 16, 2014

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

WE WILL meet and bargain collectively with the Union on specified scheduled dates as agreed upon by the parties, at least twice a week, and for at least 4 hours per meeting, until a complete collective-bargaining agreement or a good-faith impasse is reached.

WE WILL provide a representative to meet face-to-face with the Union, who has the authority to make adjustments and bind us during negotiations for a collective bargaining agreement during the entire for the period of time noted in the prior provision.

Seven One Seven Parking Services of Michigan, Inc.
d/b/a Hospital Parking Management
(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. It conducts secret ballot elections to determine whether employees want union representation and it investigates and remedies 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. You may also obtain information from the Board's website: www.nlrb.gov and the toll-free number (866)667-NLRB (6572).

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 Board's Office,

477 Michigan Avenue, Room 820 Patrick V. McNamara Federal Building, Detroit, Michigan 48226
Telephone (313) 226-3200 Hearing Impaired Phone, Voice/TD Number (313) 226-3244

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 7

SEVEN ONE SEVEN PARKING SERVICES OF MICHIGAN, INC. D/B/A HOSPITAL PARKING MANAGEMENT

and **Case 07-CA-133170**

LOCAL 283, INTERNATIONAL BROTHERHOOD OF TEAMSTERS (IBT)

AFFIDAVIT OF SERVICE OF: Complaint Based on Affirmative Provisions of Settlement Agreement

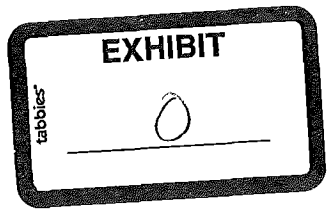
I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **March 31, 2015**, I served the above-entitled document(s) by **certified or regular mail,** as noted below, upon the following persons, addressed to them at the following addresses:

Jason Accardi, President & CEO Hospital Parking Management 1410 North Florida Avenue Tampa, FL 33602	**CERTIFIED MAIL, RETURN RECEIPT REQUESTED** **7003 2260 0005 9721 7959**
James J. Cusack , Esq. Law Office of John J. Cusack 1 Tampa City Ctr., Suite 2880 Tampa, FL 33602	**REGULAR MAIL**
Steve J. Hicks , President/Business Agent Local 283, International Brotherhood of Teamsters (IBT) 1625 Fort Street Wyandotte, MI 48192-3544	**CERTIFIED MAIL** **7003 2260 0005 9721 7904**

March 31, 2015
Date

/s/ Sheila M. Matlock, Office Automation Assistant
Name

/s/ Sheila M. Matlock
Signature



AS:SMM CA-133170

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

JASON ACCARDI, PRESIDENT & CEO
HOSPITAL PARKING MANAGEMENT
1410 NORTH FLORIDA AVENUE
TAMPA, FL 33602

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery 4/3/15

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7003 2260 0005 9721 7959

PS Form 3811, July 2013 Domestic Return Receipt

UNITED STATES POSTAL SERVICE

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4® in this box•

RECEIVED
NLRB REGION 7
2015 APR -6 AM 11:17
DETROIT

NATIONAL LABOR RELATIONS BOARD
REGION 7 DETROIT
477 MICHIGAN AVE. ROOM 300
DETROIT, MI 48226-2569

7003 2260 0005 9721 7904

U.S. Postal Service™
CERTIFIED MAIL™
(Domestic Mail Only; No Insura
For delivery information visit our w

OFFICIAL

Postage	$
Certified Fee	
Return Reciept Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Sent To

Street, Apt. No.; or PO Box No.

City, State, ZIP+4

PS Form 3800, June 2002

7003 2260 0005 9721 7959

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	$
Certified Fee	
Return Reciept Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

Sent To

Street, Apt. No.; or PO Box No.

City, State, ZIP+4

PS Form 3800, June 2002

See Reverse for Instructions

RE: SEVEN ONE SEVEN PARKING SERVICES OF MICHIGAN, INC., d/b/a HOSPITAL PARKING MANAGEMENT
CASE 07-CA-133170

CERTIFICATE OF SERVICE

I certify that on the 8th day of April 2015, I e-filed **Motions of Counsel for the General Counsel to Transfer Case to and Continue Proceedings Before the Board and for Default Judgment** and served a copy by overnight mail on the following parties of record:

Jason Accardi, President & CEO
Hospital Parking Management
1410 North Florida Avenue
Tampa, FL 33602

James J. Cusack, Esq.
Law Office of John J. Cusack
201 North Franklin Street
1 Tampa City Center, Suite 2880
Tampa, FL 33602

Steve J. Hicks, President/Business Agent
Local 283, International Brotherhood of Teamsters (IBT)
1625 Fort Street
Wyandotte, MI 48192-3544

Robert A.Drzyzga
Counsel for the General Counsel
National Labor Relations Board, Region 7
Patrick V. McNamara Building
477 Michigan Avenue, Room 300
Detroit, MI 48226
(313)226-3238
Robert.Drzyzga@nlrb.gov