

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 1 – SUBREGION 34**

DANBURY AMBULANCE SERVICE, INC.

and

NEW ENGLAND HEALTH CARE EMPLOYEES  
UNION, DISTRICT 1199, SEIU

Cases 01-CA-238987  
01-CA-240229

**MOTION TO TRANSFER PROCEEDINGS TO THE  
BOARD AND FOR DEFAULT JUDGMENT**

Counsel for the General Counsel of the National Labor Relations Board, herein called the Board, files this Motion to Transfer Proceedings to the Board and for Default Judgment pursuant to Sections 102.24 and 102.50 of the Board's Rules and Regulations and, in support of this Motion, states the following:

1. On August 30, 2019, the Regional Director for Region 3 and the Acting Regional Director for Subregion 34/Region One issued an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing (herein called the Complaint) in the above-captioned cases, alleging that Danbury Ambulance Service, Inc., (herein called Respondent) had engaged in certain unfair labor practices in violation of Sections 8(a)(1) and (5) of the National Labor Relations Act (herein called the Act). A copy of the Complaint, and the affidavit of service thereof, is attached hereto and marked, collectively, as Exhibit "A."

2. Respondent did not file an Answer to the Complaint, instead offering to resolve the matter by entering into an informal Board settlement agreement.

3. On November 23, 2019, the Regional Director approved an informal Settlement Agreement settling all matters raised in the above-captioned cases. A copy of the Settlement Agreement, and related Notice to Employees, is attached hereto and marked, collectively, as Exhibit "B."

4. The Settlement Agreement contains the following provision:

**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 that requires it to do the following: (a) post the Notice; (b) provide the Union with the information requested on February 19, 2019; and (c) meet with the Union regarding the grievance filed by the Union relating to George Previs' termination, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the complaint previously issued on August 29, 2019 in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether Charged Party defaulted on the terms of this Settlement Agreement described above. The Board may then, without the 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.

5. A controversy having arisen as to Respondent's compliance with the terms of the Settlement Agreement, the Acting Regional Director conducted an

investigation and determined that Respondent failed to comply with the Settlement Agreement by failing to post the required Notice and failing to meet with the Union regarding the grievance filed by the Union relating to the termination of employee George Previs, and by failing to provide certain information to the Union concerning that termination. By letter dated February 28, 2020, counsel for Respondent was notified of Respondent's default and a demand for cure made. A copy of the February 28, 2020 letter is attached hereto and marked as Exhibit "C."

6. On March 18, 2020, the Acting Regional Director reissued the Complaint in this matter. A copy of the re-issued Complaint is attached hereto and marked as Exhibit "D."

7. Pursuant to the terms of the Settlement Agreement, the Respondent has waived the right to file an answer and agreed that the allegations of the Complaint may be deemed to be true by the Board. By the terms of the Settlement Agreement, the only issue which Respondent may raise with respect to this Motion is whether Respondent defaulted on the terms of the Settlement Agreement.

ACCORDINGLY, Counsel for the General Counsel respectfully moves:

- A. That the Board transfer this proceeding to itself for decision;
- B. That all the allegations of the Complaint be deemed to be true;
- C. That the Respondent be found by the Board to have violated Section 8(a)(1) and (5) of the Act, as alleged in the Complaint, without the taking of evidence in support of these allegations;
- D. That an appropriate Remedial Order be issued to include, among other things, that Respondent be ordered: (a) to meet with the Union regarding the grievance

filed by the Union relating to George Previs' termination; and (b) to provide the Union with the information it requested on February 19, 2019 regarding the Previs grievance; and

E. That this Motion be ruled upon as expeditiously as possible.

Dated at Hartford, Connecticut, this 19th day of March, 2020.

*Thomas E. Quigley*

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Thomas E. Quigley  
Counsel for the General Counsel  
National Labor Relations Board  
Subregion 34/Region One

Attachments

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 1 - SUBREGION 34**

**DANBURY AMBULANCE SERVICE, INC.**

**and**

**Cases 01-CA-238987  
01-CA-240229**

**NEW ENGLAND HEALTH CARE EMPLOYEES  
UNION, DISTRICT 1199, SEIU**

**ORDER CONSOLIDATING CASES, CONSOLIDATED COMPLAINT  
AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Case 01-CA-238987 and Case 01-CA-240229, which are based on charges filed by New England Health Care Employees Union, District 1199, SEIU (Union) against Danbury Ambulance Service, Inc. (Respondent), are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Board's Rules and Regulations, and alleges Respondent has violated the Act as described below.

**1.**

(a) The charge in Case 01-CA-238987 was filed by the Union on April 3, 2019, and a copy was served on Respondent by U.S. mail on April 4, 2019.

(b) The charge in Case 01-CA-240229 was filed by the Union on April 24, 2019, and a copy was served on Respondent by U.S. mail on April 25, 2019.

(c) The amended charge in Case 01-CA-238987 was filed by the Union on August 8, 2019, and a copy was served on Respondent by U.S. mail on the same date.

2.

(a) At all material times, Respondent has been a corporation with an office and place of business in Danbury, Connecticut (Respondent's facility), where it provides ambulatory services.

(b) Annually, Respondent, in conducting its operations described above in paragraph 2(a), purchases and receives at its Danbury, Connecticut facility goods valued in excess of \$50,000 directly from points outside the State of Connecticut.

3.

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.

4.

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

5.

At all material times, Joseph DeSimone held the position of Respondent's Owner and/or President and/or CEO and has been a supervisor of Respondent within the meaning of Section 2(11) of the Act and an agent of Respondent within the meaning of Section 2(13) of the Act.

6.

About April 18, 2019, Respondent, by Joseph DeSimone, in a telephone call, interfered with an employee's Section 7 rights by denigrating the Union and blaming the Union for failing to return an employee to work.

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 and per diem Employees, including EMTs, EMT-intermediates, EMT-paramedics, dispatchers and chair car drivers. Excluded from the bargaining unit are office Employees, mechanics, guards, professional and confidential Employees, and supervisors as defined in the Labor Management Relations Act of 1947, as amended.

(b) At all material times, Respondent has recognized the Union 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 March 10, 2014 to March 10, 2017.

(c) At all material times, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

8.

(a) Since about February 19, 2019, the Union has requested, in writing, that Respondent furnish the Union with the following information:

Pursuant to the termination grievance filed on behalf of GEORGE PERVIS, III please send the following information:

- The incident and/or behavior that led to the Employee's termination, including any disciplinary or investigatory paperwork associated with the allegation and/or discipline that was issued
- Any and all statements obtained during your investigation into the discipline issued
- Any and all notes and/or reports made during your investigation (including any related reports to the state regarding the incident, if applicable)
- Any record of past discipline and/or counseling of the grievant
- Any counseling, in-services, and/or records of trainings related to the matter the grievant was disciplined for
- Information on what disciplinary actions your agency has taken in the past 3-4 years for the same infractions
- A copy of the performance evaluations, letters of support, from the grievant's personnel file

- All documents that will be submitted at the grievance hearing to justify the employer's disciplinary actions.

(b) The information requested by the Union, as described above in paragraph 8(a) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(c) Since about February 19, 2019, Respondent, by Joseph DeSimone, has failed and refused to furnish the Union with the information requested by it as described above in paragraph 8(a).

**9.**

Since about February 20, 2019, Respondent, by Joseph DeSimone, has failed and refused to meet with the Union regarding an employee's termination grievance.

**10.**

About April 18, 2019, Respondent, by Joseph DeSimone, in a telephone call, bypassed the Union and dealt directly with its employees in the Unit by soliciting an employee to withdraw a grievance.

**11.**

By the conduct described above in paragraph 6, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

**12.**

By the conduct described above in paragraphs 8(c), 9, and 10, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

13.

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

**WHEREFORE**, the General Counsel seeks all relief as may be just and proper to remedy the unfair labor practices alleged.

**ANSWER REQUIREMENT**

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the consolidated complaint. The answer must be **received by this office on or before September 13, 2019, or postmarked on or before September 12, 2019.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to [www.nlr.gov](http://www.nlr.gov), click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a

pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the consolidated complaint are true.

**NOTICE OF HEARING**

PLEASE TAKE NOTICE THAT on **December 3, 2019, 10:00 a.m.** at the **NLRB Hearing Room, 450 Main St., Hartford, CT 06103** and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: August 30, 2019.

/s/ Paul J. Murphy

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**PAUL J. MURPHY**  
ACTING REGIONAL DIRECTOR  
NATIONAL LABOR RELATIONS BOARD  
SUBREGION 34  
450 MAIN STREET  
HARTFORD, CT 06103

Attachments



Union relating to George Pervis' termination, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the complaint previously issued on August 29, 2019 in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether Charged Party defaulted on the terms of this Settlement Agreement described above. The Board may then, without the 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.

<b>Charged Party</b> <b>Danbury Ambulance</b>		<b>Charging Party</b> <b>NEW ENGLAND HEALTH CARE EMPLOYEES UNION, DISTRICT 1199, SEIU</b>	
By:	Name and Title	Date	By: Name and Title Date
/s/ Joseph DeSimone, President		9/6/19	/s/ Jessie Martin 9/19/19
Print Name and Title Below		Print Name and Title below	
Joseph DeSimone, President		Jessie Martin	
Recommended By:	Date	Approved By:	Date
/s/ Patricia Wideman PATRICIA WIDEMAN Field Examiner	9/23/19	/s/ Paul J. Murphy PAUL J. MURPHY Regional Director, Region 3	9/23/19

(To be printed and posted on official Board notice form)

**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** interfere with, restrain or coerce you in the exercise of the above rights.

**WE WILL NOT** deal directly with employees represented by New England Health Care Employees Union, District 1199, SEIU, (the Union), by attempting to resolve their grievances to the exclusion of the Union.

**WE WILL NOT** fail and refuse to furnish the Union with the information requested on February 19, 2019, which is relevant and necessary to the Union's performance of its duties as the collective-bargaining representative of our employees in the bargaining unit.

**WE WILL NOT** disparage the Union by blaming it for George Previs not being returned to work.

**WE WILL NOT** encourage employees to take adverse action against the Union.

**WE WILL NOT** refuse to meet with the Union to discuss grievances.

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

**WE WILL** provide all of the information requested in the Union's February 19, 2019 letter.

**WE WILL** promptly meet with the Union to discuss George Previs' grievance.

**Danbury Ambulance Service, Inc.**

\_\_\_\_\_  
(Employer)

**Dated:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Representative) (Title)

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*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine*

*whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.*

130 S Elmwood Ave Ste 630  
Buffalo, NY 14202-2465

**Telephone:** (716)551-4931  
**Hours of Operation:** 8:30 a.m. to 5 p.m.

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**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 1  
10 Causeway St Fl 6  
Boston, MA 02222-1001

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (617)565-6700  
Fax: (617)565-6725

Agent's Direct Dial: (857)317-7816

February 28, 2020

By UPS

Joseph Desimone, President  
Danbury Ambulance Service Inc.  
14 Walnut St  
Danbury, CT 06810

Re: Danbury Ambulance Service, Inc.  
Cases 01-CA-238987 & 01-CA-240229

Dear Mr. Desimone:

On September 23, 2019, I approved the enclosed Settlement Agreement in the above-cited cases. On September 24, 2019, the Region's Compliance Officer Megan Millar sent you the enclosed letter soliciting the employers' compliance with this Agreement. Ms. Millar has made attempts to obtain the documents required by the Region to prove compliance with the Settlement Agreement. However, as of February 27, 2020, these documents have not been e-filed.

This letter is to provide notice to you that if you do not fully comply with the terms of the above settlement within 14 days from the date of this letter, I will reissue the Complaint in this matter that was previously issued on August 29, 2019. Thereafter, I will file a motion for default judgment with the Board on the allegations of the compliant.

If you wish to comply with the Settlement Agreement, please e-file the required compliance documents immediately and notify Ms. Millar at 857-317-7816 or at [megan.millar@nlrb.gov](mailto:megan.millar@nlrb.gov) once you have done so.

Very truly yours,

Paul J. Murphy  
Acting Regional Director

Enclosures: Settlement Agreement  
Letter Soliciting Compliance

cc: Jesse Martin, Vice President  
New England Health Care Employees  
Union, District 1199, SEIU  
77 Huyshope Ave  
Hartford, CT 06106-7000

Kevin A. Creane, Esq.  
Law Firm of John M. Creane  
92 Cherry St  
Milford, CT 06460-3413

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 1 - SUBREGION 34**

**DANBURY AMBULANCE SERVICE, INC.**

**and**

**NEW ENGLAND HEALTH CARE EMPLOYEES  
UNION, DISTRICT 1199, SEIU**

**Cases 01-CA-238987  
01-CA-240229**

**COMPLAINT BASED ON BREACH OF AFFIRMATIVE  
PROVISIONS OF SETTLEMENT AGREEMENT**

Based upon charges filed by New England Health Care Employees Union, District 1199, SEIU (Union), against Danbury Ambulance Service, Inc. (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, an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Board's Rules and Regulations, on August 30, 2019, a copy of which is attached as Exhibit A. Thereafter, and before the filing of an Answer to the Complaint, the Respondent agreed to resolve the matter by entering into a bilateral informal settlement agreement. The Settlement Agreement and Notice to Employees (the Settlement) was approved by the Acting Regional Director on November 23, 2019, a copy of which is attached as Exhibit B.

Pursuant to the Settlement, Respondent agreed to take certain actions to remedy the unfair labor practices specified in the Settlement. However, Respondent has failed and refused to comply with the terms of the Settlement. Accordingly, pursuant to the terms of the Settlement and Section 102.15 of the Rules and Regulations of the National Labor

Relations Board (the Board), the following Complaint is re-issued. This re-issued Complaint alleges that Respondent has violated the Act as described below.

**1.**

(a) The charge in Case 01-CA-238987 was filed by the Union on April 3, 2019, and a copy was served on Respondent by U.S. mail on April 4, 2019.

(b) The charge in Case 01-CA-240229 was filed by the Union on April 24, 2019, and a copy was served on Respondent by U.S. mail on April 25, 2019.

(c) The amended charge in Case 01-CA-238987 was filed by the Union on August 8, 2019, and a copy was served on Respondent by U.S. mail on the same date.

**2.**

(a) At all material times, Respondent has been a corporation with an office and place of business in Danbury, Connecticut (its facility), where it provides ambulatory services.

(b) Annually, Respondent, in conducting its operations described above in paragraph 2(a), purchases and receives at its Danbury, Connecticut facility goods valued in excess of \$50,000 directly from points outside the State of Connecticut.

**3.**

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.

**4.**

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

5.

At all material times, Joseph DeSimone held the position of Respondent's Owner and/or President and/or CEO and has been a supervisor of Respondent within the meaning of Section 2(11) of the Act and an agent of Respondent within the meaning of Section 2(13) of the Act.

6.

About April 18, 2019, Respondent, by Joseph DeSimone, in a telephone call, interfered with an employee's Section 7 rights by denigrating the Union and blaming the Union for failing to return an employee to work.

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 and per diem Employees, including EMTs, EMT-intermediates, EMT-paramedics, dispatchers and chair car drivers. Excluded from the bargaining unit are office Employees, mechanics, guards, professional and confidential Employees, and supervisors as defined in the Labor Management Relations Act of 1947, as amended.

(b) At all material times, Respondent has recognized the Union 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 March 10, 2014 to March 10, 2017.

(c) At all material times, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

**8.**

(a) Since about February 19, 2019, the Union has requested, in writing, that

Respondent furnish the Union with the following information:

Pursuant to the termination grievance filed on behalf of GEORGE PERVIS (sic), Ill please send the following information:

- The incident and/or behavior that led to the Employee's termination, including any disciplinary or investigatory paperwork associated with the allegation and/or discipline that was issued
- Any and all statements obtained during your investigation into the discipline issued
- Any and all notes and/or reports made during your investigation (including any related reports to the state regarding the incident, if applicable)
- Any record of past discipline and/or counseling of the grievant
- Any counseling, in-services, and/or records of trainings related to the matter the grievant was disciplined for
- Information on what disciplinary actions your agency has taken in the past 3-4 years for the same infractions
- A copy of the performance evaluations, letters of support, from the grievant's personnel file
- All documents that will be submitted at the grievance hearing to justify the employer's disciplinary actions.

(b) The information requested by the Union, as described above in paragraph 8(a), is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(c) Since about February 19, 2019, Respondent, by Joseph DeSimone, has failed and refused to furnish the Union with the information requested by it as described above in paragraph 8(a).

**9.**

Since about February 20, 2019, Respondent, by DeSimone, has failed and refused to meet with the Union regarding an employee's termination grievance.

**10.**

About April 18, 2019, Respondent, by DeSimone, in a telephone call, bypassed the Union and dealt directly with its employees in the Unit by soliciting an employee to withdraw a grievance.

**11.**

By the conduct described above in paragraph 6, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

**12.**

By the conduct described above in paragraphs 8(c), 9, and 10, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

**13.**

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

**WHEREFORE**, as part of the remedy for the unfair labor practices alleged above, the General Counsel seeks an Order requiring Respondent to:

1. Cease and desist from:
  - a. denigrating the Union and blaming the Union for failing to return an employee to work.
  - b. failing and refusing to meet with the Union regarding an employee's termination grievance.

- c. failing and refusing to furnish the Union with the information requested by it as described above in paragraph 8(a).
- d. bypassing the Union and dealing directly with its Unit employees by soliciting an employee to withdraw a grievance.
- e. In any like or related manner interfering with employees' rights under Section 7 of the Act.

2. Take the following affirmative actions:

- a. Meet with the Union regarding the grievance the Union filed concerning the termination of employee George Previs.
- b. Provide the Union with the information as requested by it in its request dated February 19, 2019.
- c. Post an appropriate notice.

**WHEREFORE**, the General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices 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 18, 2020



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Paul J. Murphy, Acting Regional Director  
National Labor Relations Board  
Subregion 34

Attachments



2.

(a) At all material times, Respondent has been a corporation with an office and place of business in Danbury, Connecticut (Respondent's facility), where it provides ambulatory services.

(b) Annually, Respondent, in conducting its operations described above in paragraph 2(a), purchases and receives at its Danbury, Connecticut facility goods valued in excess of \$50,000 directly from points outside the State of Connecticut.

3.

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.

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

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At all material times, Joseph DeSimone held the position of Respondent's Owner and/or President and/or CEO and has been a supervisor of Respondent within the meaning of Section 2(11) of the Act and an agent of Respondent within the meaning of Section 2(13) of the Act.

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About April 18, 2019, Respondent, by Joseph DeSimone, in a telephone call, interfered with an employee's Section 7 rights by denigrating the Union and blaming the Union for failing to return an employee to work.

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(b) At all material times, Respondent has recognized the Union 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 March 10, 2014 to March 10, 2017.

(c) At all material times, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

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(a) Since about February 19, 2019, the Union has requested, in writing, that Respondent furnish the Union with the following information:

Pursuant to the termination grievance filed on behalf of GEORGE PERVIS, III please send the following information:

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- Any and all statements obtained during your investigation into the discipline issued
- Any and all notes and/or reports made during your investigation (including any related reports to the state regarding the incident, if applicable)
- Any record of past discipline and/or counseling of the grievant
- Any counseling, in-services, and/or records of trainings related to the matter the grievant was disciplined for
- Information on what disciplinary actions your agency has taken in the past 3-4 years for the same infractions
- A copy of the performance evaluations, letters of support, from the grievant's personnel file

- All documents that will be submitted at the grievance hearing to justify the employer's disciplinary actions.

(b) The information requested by the Union, as described above in paragraph 8(a) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(c) Since about February 19, 2019, Respondent, by Joseph DeSimone, has failed and refused to furnish the Union with the information requested by it as described above in paragraph 8(a).

**9.**

Since about February 20, 2019, Respondent, by Joseph DeSimone, has failed and refused to meet with the Union regarding an employee's termination grievance.

**10.**

About April 18, 2019, Respondent, by Joseph DeSimone, in a telephone call, bypassed the Union and dealt directly with its employees in the Unit by soliciting an employee to withdraw a grievance.

**11.**

By the conduct described above in paragraph 6, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

**12.**

By the conduct described above in paragraphs 8(c), 9, and 10, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

13.

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

**WHEREFORE**, the General Counsel seeks all relief as may be just and proper to remedy the unfair labor practices alleged.

**ANSWER REQUIREMENT**

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the consolidated complaint. The answer must be **received by this office on or before September 13, 2019, or postmarked on or before September 12, 2019.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to [www.nlr.gov](http://www.nlr.gov), click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a

pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the consolidated complaint are true.

### **NOTICE OF HEARING**

PLEASE TAKE NOTICE THAT on **December 3, 2019, 10:00 a.m.** at the **NLRB Hearing Room, 450 Main St., Hartford, CT 06103** and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: August 30, 2019.

/s/ Paul J. Murphy

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**PAUL J. MURPHY**  
ACTING REGIONAL DIRECTOR  
NATIONAL LABOR RELATIONS BOARD  
SUBREGION 34  
450 MAIN STREET  
HARTFORD, CT 06103

Attachments



Union relating to George Pervis' termination, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the complaint previously issued on August 29, 2019 in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether Charged Party defaulted on the terms of this Settlement Agreement described above. The Board may then, without the 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.

<b>Charged Party</b> <b>Danbury Ambulance</b>		<b>Charging Party</b> <b>NEW ENGLAND HEALTH CARE EMPLOYEES UNION, DISTRICT 1199, SEIU</b>	
By:	Name and Title	Date	
/s/ Joseph DeSimone, President		9/6/19	
Print Name and Title Below		Print Name and Title below	
Joseph DeSimone, President		Jessie Martin	
Recommended By:		Date	
/s/ Patricia Wideman		9/23/19	
PATRICIA WIDEMAN			
Field Examiner			
Approved By:		Date	
/s/ Paul J. Murphy		9/23/19	
PAUL J. MURPHY			
Regional Director, Region 3			

(To be printed and posted on official Board notice form)

**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** interfere with, restrain or coerce you in the exercise of the above rights.

**WE WILL NOT** deal directly with employees represented by New England Health Care Employees Union, District 1199, SEIU, (the Union), by attempting to resolve their grievances to the exclusion of the Union.

**WE WILL NOT** fail and refuse to furnish the Union with the information requested on February 19, 2019, which is relevant and necessary to the Union's performance of its duties as the collective-bargaining representative of our employees in the bargaining unit.

**WE WILL NOT** disparage the Union by blaming it for George Previs not being returned to work.

**WE WILL NOT** encourage employees to take adverse action against the Union.

**WE WILL NOT** refuse to meet with the Union to discuss grievances.

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

**WE WILL** provide all of the information requested in the Union's February 19, 2019 letter.

**WE WILL** promptly meet with the Union to discuss George Previs' grievance.

**Danbury Ambulance Service, Inc.**

\_\_\_\_\_  
(Employer)

**Dated:** \_\_\_\_\_

**By:** \_\_\_\_\_

(Representative)

(Title)

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*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine*

*whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.*

130 S Elmwood Ave Ste 630  
Buffalo, NY 14202-2465

Telephone: (716)551-4931  
Hours of Operation: 8:30 a.m. to 5 p.m.

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**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
SUBREGION 34**

**DANBURY AMBULANCE SERVICE, INC.**

**and**

**NEW ENGLAND HEALTH CARE EMPLOYEES  
UNION, DISTRICT 1199, SEIU**

**Cases 01-CA-238987  
01-CA-240229**

**AFFIDAVIT OF SERVICE OF: MOTION TO TRANSFER PROCEEDINGS TO THE  
BOARD AND FOR DEFAULT JUDGMENT**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on March 19, 2020, I served the above-entitled document(s) by **regular mail**, as noted below, upon the following persons, addressed to them at the following addresses:

Joseph Desimone, President  
Danbury Ambulance Service Inc.  
14 Walnut St  
Danbury, CT 06810

Jason R. Stanevich, Esq.  
Littler Mendelson, P.C.  
One Century Tower  
265 Church St Ste 300  
New Haven, CT 06510-7013

Jesse Martin, Vice President  
New England Health Care Employees Union,  
District 1199, SEIU  
77 Huyshope Ave Fl 1  
Hartford, CT 06106-7000

Kevin A. Creane, Esq.  
Law Firm of John M. Creane  
92 Cherry St  
Milford, CT 06460-3413

March 19, 2020

Date

Elizabeth C. Person, Designated Agent of NLRB

Name

*Elizabeth C. Person*

Signature