

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

AMERICAN MEDICAL RESPONSE OF
CONNECTICUT, INC

and

ADAM CUMMINGS, AN INDIVIDUAL

Case 34-CA-013051

AMERICAN MEDICAL RESPONSE OF
CONNECTICUT, INC

and

SHANNON SMITH, AN INDIVIDUAL

Case 34-CA-065800

**COUNSEL FOR THE ACTING GENERAL COUNSEL'S OPPOSITION TO
RESPONDENT'S REQUEST FOR SPECIAL PERMISSION TO APPEAL**

On May 3, 2012, American Medical Response of Connecticut, Inc. (herein called Respondent) filed a "Request for Special Permission to Appeal ALJ's Denial of the Attached Motion to Defer" (herein Request) with respect to the above-captioned cases. Respondent's Request must be denied because there are significant procedural barriers to deferral and a substantial conflict of interest between Charging Party Cummings and his former union representative charged with processing his grievance, National Emergency Medical Services Association (herein NEMSA).

I. Procedural Background

Based on charges filed by Adam Cummings and Shannon Smith, on December 30, 2011 an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing issued in the above-captioned cases. (Consolidated Complaint attached as Exhibit A). At issue in Respondent's Motion to Defer is the case involving Cummings. It is alleged that Respondent violated Section 8(a)(1) and (3) of the Act by terminating Cummings on

June 3, 2011. The December 2011 Consolidated Complaint also involved violations based on charges filed by Cummings in Case No. 34-CB-067936 against NEMSA, alleging that NEMSA caused Respondent to terminate Cummings in violation of 8(b)(1)(A) and 8(b)(2) of the Act. As a result of an Informal Board Settlement Agreement with NEMSA, an Order Severing Cases and Partial Withdrawal of Consolidated Complaint issued on March 13, 2012. (Order Severing Cases attached as Exhibit B). Thus, those portions of the Consolidated Complaint relating to NEMSA's violation of Section 8(b)(1)(A) and 8(b)(2) were withdrawn.

On April 25, 2012, the hearing in the remaining cases against Respondent opened before Administrative Law Judge Raymond P. Green (herein ALJ Green). The hearing continued on May 3, 2012. On that date, Respondent, for the first time, made a Motion to Defer the Cummings portion of the Consolidated Complaint¹. ALJ Green denied the Motion to Defer and Respondent filed the instant Request to Appeal ALJ Green's denial of its Motion to Defer.

II. Omitted Facts

NEMSA represented Respondent's EMTs and Paramedics (Exhibit A, paragraph 8) from July 7, 2008 until October 24, 2011, when the employees voted to be represented by Teamsters Local 559. Teamsters Local 559 was certified as the employees' exclusive collective bargaining representative on November 1, 2011. At that time, NEMSA and Respondent's collective bargaining agreement was effective April 2, 2009 through December 21, 2011. Thus, Respondent's contention in its Motion to Defer that NEMSA and Respondent have a long-standing relationship is incorrect. NEMSA only represented the employees from July 7, 2008 until October 24, 2011, a little over two years. Moreover, Respondent failed to mention in its Motion that

¹ Although Respondent raised *Collyer* deferral in its Amended Answer to the Consolidated Complaint filed on April 6, 2012, it never sought deferral prior to that time.

NEMSA is no longer the collective bargaining representative of the employees and, therefore, there is a substantial issue with respect to the continuing effect or validity of Respondent and NEMSA's contract, including the grievance and arbitration procedure. Although Respondent states that it would waive any "obstacles" to arbitration, to the extent that contractual arbitration remains in effect, there are other contract articles that prevent deferral to arbitration in this case. As detailed below in Section III, a number of contract articles substantially limit the arbitrator's ability to consider all the facts underlying the unfair labor practices, limit the arbitrators ability to fashion a make whole remedy consistent with the Act, and prevent the parties to the contract from proceeding to arbitration once an unfair labor practice charge has been filed. Respondent also incorrectly asserts that NEMSA filed the underlying unfair labor practice charge that formed the basis for the Consolidated Complaint. However, Cummings is the Charging Party in this case, not NEMSA.

Respondent also failed to mention a substantial issue regarding NEMSA's ability to represent Cummings, i.e., that NEMSA actually caused Cummings' termination. More specifically, on June 3, 2011, Respondent terminated Cummings based on its claim that Cummings, who was NEMSA's steward at the time, violated Article 17, the "no strike/no lockout" provision of the NEMSA contract, by allegedly encouraging a "work action". Article 17 provides that employees violating this article "shall be discharged from employment." (Exhibit A, paragraph 12). In deciding that Cummings had engaged in a prohibited work action under the contract, Respondent relied on a letter sent by a NEMSA Labor Representative, Toby Sparks, "disavowing" Cummings purported work action. Thus, the Consolidated Complaint that issued against both Respondent and NEMSA alleged that Respondent's termination of Cummings violated Section 8(a)(1) and (3) in retaliation for his union activities, for asserting contract rights

and because it was caused by NEMSA. NEMSA's action in causing Cummings' termination by sending the "disavowal letter" was alleged to violate Section 8(b)(1)(A) and 8(b)(2) of the Act. The Consolidated Complaint also alleged that NEMSA violated the Act in retaliation for Cummings internal union activities, including his support for a candidate challenging incumbent officers in a recent NEMSA election.

III. Respondent's Request Should be Denied as the Judge Properly Denied its Motion to Defer

ALJ Green properly denied Respondent's Motion to Defer. Deferral pursuant to *Collyer Insulated Wire*, 192 NLRB 837 (1971) and *United Technologies Corp.*, 268 NLRB 557 (1984) (herein called *Collyer*) is wholly inappropriate under the particular facts of this case.

First, there are significant procedural barriers to deferral as NEMSA is no longer the certified collective bargaining representative of Respondent's employees at issue in this case, and the collective bargaining agreement that provided for the contractual grievance and arbitration procedures is no longer in effect. As noted above, NEMSA and Respondent's contract was effective April 2, 2009 to December 31, 2011. However, on November 1, 2012, NEMSA was removed as the employees' collective bargaining representative and Teamsters Local 559 became the certified representative. Thus, while the terms and conditions of employment contained in the contract continue while Teamsters Local 559 negotiates an initial contract with Respondent, the contractually created arbitration procedure does not survive. See *More Truck Lines, Inc.*, 336 NLRB 772 (2001), *enfd.* 324 F.3d 735 (D.C. Cir. 2003)(explanation of contract as null and void); *Indiana and Michigan Electric Company*, 284 NLRB 53 (1987)(general proposition that arbitration provision does not survive contract expiration for post expiration grievances). Although the grievance concerning Cummings termination was filed by NEMSA while it still represented Respondent's

employees, there is a significant question as to whether NEMSA has any right to continue to represent those employees. NEMSA's contract with Respondent is no longer valid and NEMSA is not the collective bargaining representative of the employees. Although Respondent may consent to arbitrate Cummings grievance with NEMSA, Cummings, the Charging Party in this case, does not. Further, *Collyer* deferral anticipates that the parties' contract provides for final and binding arbitration. Even if NEMSA is able to proceed to arbitration on the merits of Cummings' grievance and even if NEMSA is able to prevail on the merits, it is likely that NEMSA may be unable to enforce the arbitrator's decision in Federal Court. In this regard, several Federal Courts have found that a union lacks standing to enforce an arbitration award where the union has been replaced as the bargaining representative for a particular bargaining unit. See e.g., *Wirtz Corp v. Int'l Broth of Teamsters*, No. 10 C 2180, 2011 WL 1988545, 1 (N.D.Ill. May 20, 2011); *Fed'n of Union Representatives v. Unite Here*, 736 F. Supp. 2d 790, 796 (S.D.N.Y. 2010); See also *Cent. States, Se & Sw. Areas Pension Fund v. Schilli Crop.*, 420 F.3d 663, 669 (7th Cir. 2005).

Second, even assuming the grievance proceeds to arbitration under Respondent and NEMSA's collective bargaining agreement, there are a number of contractual barriers that make deferral inappropriate. As noted above, Article 17 specifically provides that although a discharge pursuant to Article 17 may be grieved, the sole issue for determination by the arbitrator "shall be whether the grievant's conduct was in violation of [Article 17]". Thus, the issues relating to Cummings' termination based on retaliation for his union activities and for his assertion of contract rights are not cognizable under the contract for the arbitrator to decide. Moreover, the parties' non-harassment and discrimination provisions do not include discrimination on the basis of union activities or protected concerted activities. Additionally, Section 22.03 of the

parties contract provides for an "Arbitration/Litigation Waiver" that mandates that "[t]he initiation or filing of a complaint or legal action alleging unlawful discrimination or harassment with a federal, state or local agency or court shall waive the employee' and/or Union's right to pursue the same matter as a grievance" under the contract. Both Respondent and NEMSA are bound by this provision of the contract. Finally, there are substantial impediments to the arbitrator's ability to fashion a remedy under the contract. Section 16.05 of the contract limits the arbitrator's ability to change levels of discipline and specifically provides that any back pay award cannot be "retroactive for more than thirty (30) calendar days prior to filing of the grievance to arbitration." Thus, Cummings' remedy under the contract is substantially less than the remedy he would be entitled to if successful under the Consolidated Complaint.

Third, there is an overriding issue making deferral inappropriate in this case. NEMSA was intimately involved and equally responsible, with Respondent, for Cummings' unlawful termination. Thus, NEMSA has a fundamental conflict of interest in representing Cummings in an arbitration proceeding. In challenging Respondent's termination of Cummings, NEMSA must argue that its own Labor Representative, Toby Sparks, violated his duty of fair representation to Cummings and caused Cummings termination. As will be adduced at the unfair labor practice hearing, Sparks also harbored animus towards Cummings because of his internal union activities. Moreover, Sparks sent Respondent the letter "disavowing" Cummings alleged violation of Section 17 at the request of Respondent in order to protect NEMSA from liability under the parties' contract, yet he undertook no independent investigation to determine whether or not Cummings was in fact violating Article 17. Rather, Sparks merely took the word of Respondent and wrote the letter. To now require Cummings to be left in the hands of the Union that was partially responsible for his termination is wholly untenable.

Although charges filed by individual employees can be deferred to arbitration, deferral is not appropriate where the interests of the individual charging party are in apparent conflict with the interests of the union as well as with the interests of a respondent employer. As noted by the Board in *Kansas Meat Packers*, 198 NLRB 543, 544 (1972), "it would be repugnant to the purposes of the Act to defer to arbitration . . . as to do so would relegate the [charging party] to an arbitral process authored, administered, and invoked entirely by parties hostile to their interests." Such is the case here.

For these reasons, Counsel for the Acting General Counsel respectfully urges the Board to deny Respondent's Request for Special Permission to Appeal the Administrative Law Judge's Denial of its Motion to Defer Case No. 34-CA-013051.

Dated at Hartford, Connecticut this 10th day of May, 2012.

Respectfully submitted,



Jennifer F. Dease
Counsel for the Acting General Counsel
National Labor Relations Board
Region 34

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

AMERICAN MEDICAL RESPONSE OF CONNECTICUT, INC. and ADAM CUMMINGS, AN INDIVIDUAL	Case No. 34-CA-013051
NATIONAL EMERGENCY MEDICAL SERVICES ASSOCIATION (American Medical Response of Connecticut, Inc.) and ADAM CUMMINGS, AN INDIVIDUAL	Case No. 34-CB-067936
AMERICAN MEDICAL RESPONSE OF CONNECTICUT, INC. and SHANNON SMITH, AN INDIVIDUAL	Case No. 34-CA-065800

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

Adam Cummings, an individual, herein called Cummings, has charged that American Medical Response of Connecticut, Inc., herein called Respondent Employer, and National Emergency Medical Response Association, herein called Respondent Union, have been engaging in unfair labor practices as set forth in the National Labor Relations Act, 29 U.S.C. Sec. 151, et seq., herein called the Act. Shannon Smith, an individual, herein called Smith, has also charged that Respondent Employer has been engaging in unfair labor practices as set forth in the Act. Based thereon, and in order to avoid unnecessary costs or delay, the Acting General Counsel, by the undersigned, pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board, herein called the Board, ORDERS that these cases are consolidated.

Exhibit A

These cases having been consolidated, the Acting General Counsel, by the undersigned, pursuant to 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, issues this Order Consolidating Cases, Consolidated Complaint, and Notice of Hearing and alleges as follows:

1(a) The charge in Case No. 34-CA-013051 was filed by Cummings on July 20, 2011, and a copy was served by facsimile transmission and regular mail on Respondent Employer on July 20, 2011.

1(b) The first amended charge in Case No. 34-CA-013051 was filed by Cummings on September 19, 2011, and a copy was served by facsimile transmission and regular mail on Respondent Employer on September 21, 2011.

1(c) The second amended charge in Case No. 34-CA-013051 was filed by Cummings on October 31, 2011, and a copy was served by facsimile transmission and regular mail on Respondent Employer on November 2, 2011.

1(d) The charge in Case No. 34-CB-067936 was filed by Cummings on October 31, 2011, and a copy was served by facsimile transmission and regular mail on Respondent Union on November 1, 2011.

1(e) The charge in Case No. 34-CA-065800 was filed by Smith on September 29, 2011, and a copy was served by facsimile transmission and regular mail on Respondent Employer on September 30, 2011.

2. At all material times, Respondent Employer has provided emergency medical services at various facilities in the State of Connecticut, including facilities in West Hartford, Putnam, Rockville, and Enfield, Connecticut, herein called its Greater Hartford Division.

3. During the 12-month period ending November 30, 2011, Respondent Employer, in conducting its operations described above in paragraph 2, purchased and received at its Greater Hartford Division goods valued in excess of \$50,000 directly from points located outside the State of Connecticut.

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

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

(b) At all material times, New England Health Care Employees Union, District 1199, 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 Employer within the meaning of Section 2(11) of the Act, and agents of Respondent Employer within the meaning of Section 2(13) of the Act:

Sean Piendel	---	General Manager
Robert Zagami	---	VP of Labor Relations
Kelly Gauthier	---	Human Resources Specialist
Duane Drouin	---	Field Operations Supervisor
Chris Handel	---	Field Operations Supervisor
Chris Chaplin	---	Field Operations Supervisor

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

Torren Colcord	---	President/Executive Director
Aaron Pelican	---	General Manager
Toby Sparks	---	Labor Representative
Jim Misercola	---	Labor Representative
James Gambone	---	Labor Representative
Bree Eichler	---	Chief Steward
Adam Cummings	---	Assistant Chief Steward

8. The following employees of Respondent Employer, herein called 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 emergency medical technicians (EMTs) and paramedics employed by the Employer at or out of its West Hartford, Enfield, Putnam and Rockville, Connecticut facilities.

9. About June 24, 2008, a majority of the Unit designated and selected Respondent Union as their representative for the purposes of collective bargaining with Respondent Employer.

10. On July 7, 2008, Respondent Union was certified as the exclusive collective-bargaining representative of the Unit.

11. For the period from July 7, 2008, to November 1, 2011, based on Section 9(a) of the Act, Respondent Union was the exclusive collective bargaining representative of the Unit.

12. At all material times, Respondent Employer and Respondent Union have maintained in effect and enforced a collective bargaining agreement, herein called the Agreement, concerning wages, hours and other terms and conditions of employment of certain employees of Respondent Employer at its Greater Hartford Division. The Agreement included a grievance and arbitration procedure as well as the following provisions at Article 14 and 17:

Article 14

.... during the term of this Agreement, the Employer shall notify the Union of any proposed additions, deletions, or modifications to existing operational policies, procedures, and work rules. The Employer shall provide the Union with copies of such proposals at least thirty (30) calendar days prior to the scheduled date of implementation. Within fifteen (15) days following the Union's receipt of the proposed additions, deletions, or modifications, the Union shall have the right to meet and bargain with the Employer over the proposals and any identifiable impacts on matters within the scope of representation.

...

Article 17

.... during the terms of this Agreement, neither the Union nor its agents or any of its members will collectively, concertedly, or in any manner whatsoever, engage in, incite or participate in any picketing, strike, sit-down, stay-in, slowdown, boycott, work stoppage, paper strike (deliberate failure to submit timely, quality, accurate, and complete medical reports and billing information) at any Employer location within the bargaining unit covered by this Agreement. ... The Union further agrees that this Section shall specifically prohibit any of the aforementioned conduct for alleged unfair labor practices. Such alleged unfair labor practice conduct shall be handled under the National Labor Relations Act.

Employees who violate this Article shall be discharged from employment. Any such discharge may be grieved under the Grievance Procedure; however, the sole issue for determination in any such grievance shall be whether the grievant's conduct was in violation of this Article.

... Should there be a strike, sit down, sit in, slow down, cessation or stoppage or interruption of work, boycott or other interference with the operations of the Employer, the Union shall immediately after notification to an officer of the Union by the Employer:

- a) Publicly disavow such actions.
- b) Advise the Employer in writing that such actions have not been called for, nor sanctioned by the Union.
- c) Notify involved employees and post notices of the Union's disapproval of such actions and instruct the employees to cease such action and return to work immediately if this has not been done. If requested by the Union to help in the delivery of such notification to the employees, the Employer would facilitate the same.

...

13. About April 8, 2011, Respondent Employer began requiring Unit employees to perform the following job tasks:

- (a) complete and submit vehicle check-off sheets on a daily basis;
- (b) check, maintain, and add to the engine oil and coolant levels of Respondent Employer's vehicles.

14. The terms and conditions of employment described above in paragraph 13 are mandatory subjects for the purpose of collective bargaining.

15. Respondent Employer engaged in the conduct described above in paragraph 13 without first providing Respondent Union with notice and an opportunity to bargain regarding such conduct.

16. From about April 8 to June 3, 2011, Cummings, a designated Union steward, objected to Respondent Employer's actions described above in paragraph 13

on behalf of Unit employees and filed a grievance under the Agreement in support of those objections.

17. The claims of Cummings described above in paragraph 16 relate to the collective bargaining agreement described above in paragraph 12.

18. On or about May 11, 2011, Respondent Employer disciplined about 116 Unit employees allegedly because they had failed to perform the job tasks described above in paragraph 13.

19. On or about June 10, 2011, Respondent Employer disciplined about 50 Unit employees allegedly because they had failed to perform the job tasks described above in paragraph 13.

20. About May 12, 2011, Respondent Union issued a letter to Respondent Employer concerning Cummings' alleged violation of Article 17 of the Agreement.

21. About June 3, 2011, Respondent Employer discharged Cummings allegedly because he violated Article 17 of the Agreement.

22. Respondent Employer engaged in the conduct described above in paragraphs 18, 19 and 21 because Cummings engaged in the conduct described above in paragraph 16 on behalf of Unit employees, and to discourage employees from engaging in these and other concerted activities.

23. Respondent Employer engaged in the conduct described above in paragraph 21 as a result of Respondent Union's action described above in paragraph 20.

24. By the conduct described above in paragraph 20, Respondent Union attempted to cause and caused Respondent Employer to discharge Cummings.

25. Respondent Union engaged in the conduct described above in paragraphs 20 and 24 because of Cummings' internal union activities.

26. By engaging in the conduct described above in paragraphs 20, 24 and 25, in connection with its representative status as described above in paragraphs 9, 10, and 11, Respondent Union has failed to represent Cummings for reasons that are unfair, arbitrary, and invidious, and has breached the fiduciary duty it owes to Cummings and the Unit.

27. About September 9, 2011, Smith submitted a letter to Respondent Employer resigning her position as a "Field Operations Supervisor" effective October 1, 2011, and requesting her return to the Unit in her former position as a paramedic.

28. About September 22, 2011, Respondent Employer accepted Smith's resignation as "Field Operations Supervisor", denied her request to transfer back to the Unit as a paramedic, and terminated her employment.

29. Respondent Employer engaged in the conduct described above in paragraph 28 because of Smith's past union activity as a steward for New England Health Care Employees Union, District 1199, and to discourage employees from engaging in such activity.

30. By the conduct described above in paragraphs 18, 19, 21 and 22, Respondent Employer has been interfering with, restraining and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Sections 8(a)(1) of the Act.

31. By the conduct described above in paragraphs 18, 19, 21, 23, 28 and 29, Respondent Employer has been discriminating in regard to the hire or tenure or terms and conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

32. By the conduct described above in paragraphs 13, 15, 18 and 19, Respondent Employer 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.

33. By the conduct described above in paragraphs 20, 24, 25 and 26, Respondent Union has been restraining and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(b)(1)(A) of the Act.

34. By the conduct described above in paragraphs 20, 24, and 25, Respondent Union has violated Section 8(b)(2) of the Act by attempting to cause and causing Respondent Employer to discriminate in regard to the hire or tenure or terms and conditions of employment of its employees in violation of Section 8(a)(1) and (3) of the Act.

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

SPECIAL REMEDIES

As part of the remedy for the unfair labor practices alleged above, the Acting General Counsel seeks an order requiring reimbursement of amounts equal to the difference in taxes owed upon receipt of a lump-sum payment and taxes that would have been owed had there been no discrimination. The Acting General Counsel further seeks an order that Respondent Employer be required to submit the appropriate documentation to the Social Security Administration so that when backpay is paid, it will be allocated to the appropriate periods. The Acting General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondents are notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, they must file an answer to the complaint. The answer must be **received by this office on or before January 13, 2012 or postmarked on or before January 12, 2012.** 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.

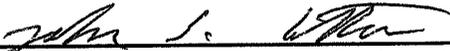
An answer may also be filed electronically by using the E-Filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlr.gov>, click on **E-Gov**, then click on the **E-Filing** link on the pull-down menu. Click on the "File Documents" button under "Regional, Subregional and Resident Offices" and then follow the directions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. **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. When an answer is filed electronically, an original and four paper copies must be sent to this office so that it is received no later than 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, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **March 13, 2012 at 10:00 a.m.**, at the A.A. Ribicoff Federal Building, 450 Main Street, Suite 410, Hartford, Connecticut, 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 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 at Hartford, Connecticut, this 30th day of December, 2011.



John S. Cotter, Acting Regional Director
National Labor Relations Board
Region 34

Attachments

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

AMERICAN MEDICAL RESPONSE OF
CONNECTICUT, INC.

and

ADAM CUMMINGS, AN INDIVIDUAL

Case No. 34-CA-013051

NATIONAL EMERGENCY MEDICAL SERVICES
ASSOCIATION
(American Medical Response of Connecticut, Inc.)

and

ADAM CUMMINGS, AN INDIVIDUAL

Case No. 34-CB-067936

AMERICAN MEDICAL RESPONSE OF
CONNECTICUT, INC.

and

SHANNON SMITH, AN INDIVIDUAL

Case No. 34-CA-065800

**ORDER SEVERING CASES AND PARTIAL WITHDRAWAL
OF CONSOLIDATED COMPLAINT**

On December 30, 2011, an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing issued in Case Nos. 34-CA- 013051, 34-CB-067936, and 34-CA-065800. On March 9, 2012, an informal Board Settlement Agreement was approved in Case No. 34-CB-067936. Accordingly, these cases are severed, and paragraph 24 through 26, 33 and 34 of the Consolidated Complaint are withdrawn.

Dated at Hartford, Connecticut, this 13th day of March, 2012.

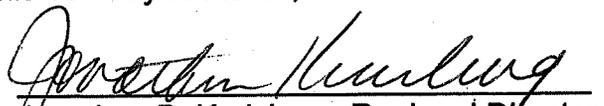

Jonathan B. Kreisberg, Regional Director
National Labor Relations Board
Region 34

Exhibit B

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 34

AMERICAN MEDICAL RESPONSE OF
CONNECTICUT, INC

and

ADAM CUMMINGS, AN INDIVIDUAL

Case 34-CA-013051

AMERICAN MEDICAL RESPONSE OF
CONNECTICUT, INC

and

SHANNON SMITH, AN INDIVIDUAL

Case 34-CA-065800

**AFFIDAVIT OF SERVICE OF COUNSEL FOR THE ACTING GENERAL COUNSEL'S
OPPOSITION TO RESPONDENT'S REQUEST FOR SPECIAL PERMISSION TO APPEAL**

I, the undersigned employee of the National Labor Relations Board, state under oath that on May 10, 2012, I served the above-entitled document(s) by electronic mail or regular mail upon the following persons, addressed to them at the following addresses:

SEAN PIENDEL, GENERAL MANAGER
AMERICAN MEDICAL RESPONSE
130 SHIELD ST
WEST HARTFORD, CT 06110-1940
Regular Mail

SCOTT S. ROWEKAMP, LABOR &
EMPLOYMENT COUNSEL
AMERICAN MEDICAL RESPONSE
1717 MAIN ST, STE 5200
DALLAS, TX 75201-7365
scott.rowekamp@emsc.net

EDWARD F. O'DONNELL JR., ESQUIRE
SIEGEL, O'CONNOR, O'DONNELL &
BECK, P.C.
150 TRUMBULL ST FL 5TH
HARTFORD, CT 06103-2446
eodonnell@siegelocconnor.com

ADAM CUMMINGS
2 AMATO DR
SOUTH WINDSOR, CT 06074-5506
adamcummings@gmail.com

SHANNON SMITH
36 KIDDER BROOK ROAD
ASHFORD, CT 06278
tazmedic1455@gmail.com

May 10, 2012

Date

Elizabeth C. Person, Designated Agent of NLRB

Name



Signature