

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
**SETTLEMENT AGREEMENT**

**IN THE MATTER OF**

**American Medical Response of Connecticut, Inc.**  
**Case No. 34-CA-12576**

The undersigned Charged Party and the undersigned Charging Party, in settlement of the above matter, and subject to the approval of the Regional Director for the National Labor Relations Board, HEREBY AGREE AS FOLLOWS:

**POSTING OF NOTICE** — Upon approval of this Agreement and receipt of the Notices from the Region, which may include Notices in more than one language as deemed appropriate by the Regional Director, the Charged Party will post immediately in conspicuous places in and about its facility, including all places where notices to employees/members are customarily posted, and maintain for 60 consecutive days from the date of posting, copies of the attached Notice (and versions in other languages as deemed appropriate by the Regional Director) made a part hereof, said Notices to be signed by a responsible official of the Charged Party and the date of actual posting to be shown thereon. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Charged Party customarily communicates with its employees by such means. Reasonable steps shall be taken by the Charged Party to ensure that the notices are not altered, defaced, or covered by any other material.

**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), and does not constitute a settlement of any other case(s) or matters. It does not preclude persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters which precede the date of the approval of this Agreement regardless of whether such matters are known to the General Counsel or are readily discoverable. 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.

**REFUSAL TO ISSUE COMPLAINT** — In the event the Charging Party fails or refuses to become a party to this Agreement, and if in the Regional Director's discretion it will effectuate the policies of the National Labor Relations Act, the Regional Director shall decline to issue a Complaint herein (*or a new Complaint if one has been withdrawn pursuant to the terms of this Agreement*), and this Agreement shall be between the Charged Party and the undersigned Regional Director. A review of such action may be obtained pursuant to Section 102.19 of the Rules and Regulations of the Board if a request for same is filed within 14 days thereof. This Agreement shall be null and void if the General Counsel does not sustain the Regional Director's action in the event of a review. Approval of this Agreement by the Regional Director shall constitute withdrawal of any Complaint(s) and Notice of Hearing heretofore issued in the above captioned case(s), as well as any answer(s) filed in response.

**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.

**NOTIFICATION OF COMPLIANCE** — The undersigned parties to this Agreement will each notify the Regional Director in writing what steps the Charged Party has taken to comply herewith. Such notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. In the event the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that no review has been requested or that the General Counsel has sustained the Regional Director. Contingent upon compliance with the terms and provisions hereof, no further action shall be taken in the above captioned case(s).

By entering into this Settlement Agreement, the Charged Party does not admit that it violated the National Labor Relations Act.

Charged Party American Medical Response of Connecticut, Inc.		Charging Party International Brotherhood of Teamsters, Local 443	
By:	Date	By:	Date
/s/ John Barr, Attorney Name and Title	2/4/11	/s/ Daniel J. Flanagan, Pres., Business Rep. Name and Title	1/25/11
Recommended By:	Date	Approved By:	Date
/s/ Thomas E. Quigley Board Agent	2/7/11	/s/ Jonathan B. Kreisberg Regional Director	2/7/11

# NOTICE TO



## POSTED PURSUANT TO APPROVED BY A RE NATIONAL LABOR RELATIONS BOARD

### FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union
- Bargain collectively through a representative chosen by employees
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities

**WE WILL NOT** do anything that interferes with these rights. More specifically,

**WE WILL NOT** maintain or enforce any rules in our employee handbook, or elsewhere, that improperly restrict your right to engage in union activities or to discuss your wages, hours and working conditions with your fellow employees and others while not at work.

**WE WILL NOT** maintain or enforce any rules in our employee handbook, or elsewhere, that improperly restrict your right to engage in union activities or to discuss your wages, hours and working conditions with your fellow employees anywhere on Company property during working hours.

**WE WILL NOT** deny your request for union representation for an investigatory interview or require you to participate in an investigatory interview without union representation, including the preparation of an incident report, where you reasonably believe that the incident report may result in disciplinary action against you.

**WE WILL NOT** threaten to discipline you because you request union representation for an investigatory interview, including the preparation of an incident report, where you reasonably believe that the incident report may result in disciplinary action against you.

**WE WILL NOT** discharge or discipline you because of your union activities, or because you discuss your wages, hours and working conditions with your fellow employees and others while not at work.

**WE WILL NOT** in any similar way interfere with your rights under Federal Law described above.

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The National Labor Relations Board is an independent Federal agency created in 1935 to help employees get union representation and it investigates and remedies unfair labor practices. If you file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office.

**THIS IS AN OFFICIAL NOTICE**

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND  
THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE

# EMPLOYEES

## SETTLEMENT AGREEMENT IAL DIRECTOR OF THE ENCY OF THE UNITED STATES GOVERNMENT



**WE WILL** revise the following rules that appear in our employee handbook, and advise you in writing of such revision:

“Blogging and Internet Posting Policy”, which improperly restricts your right to engage in union activities or to discuss your wages, hours and working conditions with your fellow employees and others;

“Standards of Conduct” rules, which improperly restrict your right to engage in union activities or to discuss your wages, hours and working conditions with your fellow employees and others; and

“Solicitation and Distribution Policy”, which improperly restricts your right to engage in union activities or to discuss your wages, hours and working conditions with your fellow employees anywhere on company property during working hours.

**WE WILL** remove from our records any documents that you signed requiring you to abide by the above-described rules, and notify you in writing that this has been done and that such documents will not be used against you in any way in the future.

**AMERICAN MEDICAL RESPONSE OF CONNECTICUT, INC.**  
(Employer)

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
(Representative) (Title)

force the National Labor Relations Act. It conducts secret-ballot elections to determine whether  
by employers and unions. To find out more about your rights under the Act and how to file a  
Office set forth below. You may also obtain information from the Board's website: [www.nlrb.gov](http://www.nlrb.gov).

**AND MUST NOT BE DEFACED BY ANYONE.**

T NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING  
F'S COMPLIANCE OFFICER.

450 Main Street, Suite 410  
Hartford, CT 06103  
(860) 240-3006