

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
REGION 28

In the Matter of:

SW GENERAL, INC. d/b/a  
SOUTHWEST AMBULANCE

and

INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS LOCAL I-60, AFL-CIO

Case No. 28-CA-094176

**BRIEF OF RESPONDENT SW GENERAL, INC. D/B/A  
SOUTHWEST AMBULANCE IN SUPPORT OF ITS  
EXCEPTIONS TO THE DECISION OF THE  
ADMINISTRATIVE LAW JUDGE**

September 5, 2013

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## **I. INTRODUCTION AND SUMMARY OF ARGUMENT**

The Administrative Law Judge's ("ALJ") decision in this case suffers from a misunderstanding of Respondent Southwest Ambulance's arguments and a misapplication of the law. Southwest and Charging Party International Association of Firefighters, Local I-60 (the "Union") negotiated a contract provision that rewarded senior employees with six, lump-sum "longevity" payments. Southwest made all six of the required payments, the last of which was in June 2012. The contract expired a few months later, in September.

Despite Southwest's undisputed payment of all six lump sums, the ALJ held that Southwest's refusal to make a *seventh* payment was an unlawful "change." She reached this conclusion by finding that longevity payments were an "ongoing practice" rather than stand-alone, contractually required events. The ALJ further held that the contractual language identifying the six, specific payment dates was not a "clear and unmistakable" waiver of the Union's right to force additional payments after the contract expired.

The ALJ's decision suffers from two fatal flaws. First, longevity bonuses were not an ongoing practice. They were limited to a fixed number of payments on specified dates, with no intention for such payments to be continued beyond the dates to which the parties agreed. Union President Adam Lizardi all but conceded this fact on cross-examination. Once Southwest made the required payments, the longevity benefit expired of its own accord. Southwest did not execute a "change," and therefore owed no duty to bargain. The "clear and unmistakable waiver" standard is unnecessary and irrelevant to the analysis.

Second, even if the "clear and unmistakable" standard applied, it would be satisfied. As the NLRB has recognized, the question of waiver depends upon the intention of the parties. In this case, the parties identified six specific dates on which longevity bonuses would be paid. There was no seventh payment. As evidenced by Union President Lizardi's testimony, the Union understood a

nearly identical provision in a different contract article as a waiver. Lizardi offered no basis for interpreting this language differently in regard to longevity pay.

Accordingly, the ALJ's Decision and Recommended Order should be rejected, and General Counsel's Complaint should be dismissed in its entirety.

## **II. STATEMENT OF FACTS**

### **A. The Parties.**

Southwest Ambulance is the largest emergent and non-emergent ambulance transportation provider in the State of Arizona. (Tr. 119-20). The International Association of Firefighters, Local I-60 (the "Union") represents all full-time and regular part-time emergency medical technicians ("EMTs"), paramedics and registered nurses in Southwest's Maricopa County, Pinal County, Pima County and Graham County non-fire integrated ambulance operations. (See Jt. Exs. 1 through 4; Jt. Ex. 8 at ¶¶ 3-5). The Union has been a party to a series of collective bargaining agreements with Southwest. (*Id.*).

### **B. The Parties' Negotiation Of The Longevity Pay Provision.**

During the parties' 2001 contract negotiations, they reached agreement on an article that provided six defined, semiannual bonus payments to employees with ten years' seniority or more. (Jt. Ex. 1; Jt. Ex. 8 at ¶ 7). This language was incorporated into Article 45 of the 2001 collective bargaining agreement and provided, in relevant part, as follows:

#### **Article 45 Longevity Pay**

45.1 Beginning June 1, 2001, and every December 1<sup>st</sup> and June 1<sup>st</sup> of each year of this agreement, employees who have completed at least ten years of full-time service and who meet the additional qualifications specified in this Article shall qualify for \$100.00 for each year of continuous full time service in excess of nine years, up to a semi-annual maximum of \$2,400 and an annual maximum of \$4,800.00 at 30 years of service.

(Jt. Ex. 1 at 60).

Roy Ryals, a member of the Company negotiating committee, drafted the longevity language. (Tr. 123-24). He included the phrase “every December 1<sup>st</sup> and June 1<sup>st</sup> of each year of this agreement” to emphasize that the number of bonus payments was fixed at six. Ryals specifically emphasized this point to insure that the benefit expired with the collective bargaining agreement, and that no post-expiration longevity bonuses would be owed (except as required in a successor agreement). (Tr. 165-66).

The parties each understood the import of this language. Union President Adam Lizardi, called as General Counsel’s own witness, agreed that “December 1<sup>st</sup> and June 1<sup>st</sup> of each year of this agreement” was intended to limit longevity bonuses to the contractual period:

Q. *(By counsel for Southwest)* The contract states, if I’m reading this correctly, “Every December 1<sup>st</sup> and June 1<sup>st</sup> of each year of this agreement, longevity payments will be made.”

A. *(By General Counsel Witness Lizardi)* Yes, sir.

Q. I read that correctly?

A. Yes, sir.

Q. Okay. Can you turn to the first page of that agreement for me?

A. The first page?

Q. Yes, sir.

A. Okay.

Q. Down toward the bottom, is there a demarcation of when that agreement is going to be effective?

A. Yes, sir.

Q. Can you read that into the record please?

A. July 1st, 2009 to July 1st, 2012.

Q. So those are the effective years of the agreement?

A. Yes.

(Tr. 105-06). Lizardi further acknowledged the Union's understanding that a contractual citation to specific years in describing a benefit meant that the benefit terminated with the expiration of the contract. More particularly, Lizardi agreed that the parties' contractual reference to particular years for wage increases precluded any claim by the Union that such increases should continue after the contract expired:

Q. Article 36 provides for three specific wage increases.

A. Yes, sir.

Q. That first one is the first pay period after the signing of the agreement.

A. Yes.

Q. July 2010?

A. Yes.

Q. July 2011?

A. Yes, sir.

Q. There's nothing in 2012?

A. Correct.

Q. So the company didn't give a wage increase?

A. Correct, there was no -- yeah, no.

. . . .

Q. And the Union didn't file a grievance or an unfair labor practice over the fact that no wage increase was given in 2012?

A. *No, because the years are specified in this article.*

(Tr. 108, emphasis added).

**C. The Parties' Successive Renewals Of The Longevity Pay Provision.**

Following the 2001 agreement, the parties agreed to include the longevity bonus language in their 2003, 2006 and 2009 collective bargaining agreements, with few significant changes.<sup>1</sup> (*See* Jt. Exs. 2 through 4). All three of these agreements were finalized before expiration of the previous contract. (Tr. 102). As a result, the “each year of this agreement” limitation was not triggered, and there was no interruption in longevity bonus payments. (*Id.*) Nonetheless, the “each year” language was included in all iterations of the agreement. (*See* Jt. Exs. 2 through 4). The longevity bonuses therefore remained limited to six payments on defined dates during each contract’s term.

**D. The Expiration Of The 2009 Agreement.**

Unlike prior contract cycles, the parties had not concluded negotiations for a successor contract when the 2009 collective bargaining agreement expired on June 30, 2012. (Tr. 28; Jt. Ex. 8 at ¶ 9). The parties extended the agreement three times, but still were unable to resolve the open issues. (Tr. 28; Jt. Exs. 5-7). The final extension of the 2009 CBA expired on September 8, 2012. (Jt. Ex. 8 at ¶ 9).

Three months later, in December, the parties still had not reached agreement. (*Id.*) Thus, because no collective bargaining agreement was in effect, and because all six longevity payments due under the 2009 agreement had been made (Jt. Ex. 8 at ¶ 8), Southwest did not pay a longevity bonus in December 2012. (Tr. 56-57; Jt. Ex. 8 at ¶¶ 9-10). The Union then filed the charge upon which the Complaint in this case is based. Relying on the Board’s decision in *Finley Hospital*, 359 N.L.R.B. No. 9 (Sept. 28, 2012), the ALJ found that Southwest violated Section 8(a)(5) of the National Labor Relations Act.

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<sup>1</sup> The most significant change was made during negotiations concerning the 2003 collective bargaining agreement, when the parties agreed to add an additional, increased bonus tier for employees with 15 years’ seniority or more. (Jt. Ex. 2).

### **III. SPECIFICATION OF QUESTIONS PRESENTED**

Southwest's exceptions to the ALJ's Decision and Recommended Order present the following questions, corresponding by letter to the sections set forth under the Argument heading below:

- A. Whether defects in the appointment of members of the National Labor Relations Board and of the Acting General Counsel precluded the ALJ from relying on *Finley Hospital*, 359 N.L.R.B. No. 9 (Sept. 28, 2012) and from ordering any relief based upon the Complaint in this case.**

This question is presented in Exception Nos. 1, 2, 11, 12, and 14.

- B. Whether the ALJ erred in holding that the parties intended for longevity pay to be an "ongoing practice," beyond the six dates set forth in the expired 2009 collective bargaining agreement.**

This question is presented in Exception Nos. 3 through 8, and 10 through 15.

- C. Whether the ALJ erred in concluding that the listing of specific payment dates in the expired 2009 collective bargaining agreement did not rise to the level of a clear and unmistakable waiver of the Union's right to demand additional payments.**

This question is presented in Exception Nos. 1, 5, 6, 9, 11, 12, 14 and 15.

### **IV. ARGUMENT**

The ALJ's finding of a violation in this case is untenable. The parties stipulated that Southwest made all longevity payments required by the expired 2009 collective bargaining agreement. The ALJ nonetheless found that Southwest committed a Section 8(a)(5) violation based on her characterization of the December 2012 nonpayment as a "change." Building on this flawed

premise, the ALJ further held that the Union did not “clearly and unmistakably” waive its purported right to demand additional, ongoing payments as the parties bargain over a successor agreement. Her decision should be rejected for the reasons explained below.

**A. The ALJ’s Decision Is Invalid Due To Various Defects In The NLRB Appointment Processes.**

The ALJ based her decision largely on *Finley Hospital*, 359 N.L.R.B. No. 9 (Sept. 28, 2012). For the reasons set forth in *Noel Canning v. NLRB*, 705 F.3d 490 (D.C. Cir. 2013), *NLRB v. New Vista Nursing & Rehab.*, 2013 U.S. App. LEXIS 9860 (3d Cir. May 16, 2013), and *NLRB v. Enter. Leasing Co. Southeast*, 2013 U.S. App. LEXIS 14444 (4th Cir. July 17, 2013), *Finley Hospital* was decided by an improperly constituted NLRB. Moreover, for the reasons explained in *Hooks ex rel. NLRB v. Kitsap Tenant Support Servs.*, 2013 U.S. Dist. LEXIS 114320 (W.D. Wash. Aug. 13, 2013), the appointment of Acting General Counsel Lafe E. Solomon is similarly invalid. The Regional Director therefore lacked the requisite authority to issue the Complaint in this case. Because the ALJ ordered relief based upon an invalid Complaint, her order is similarly invalid.

Southwest further submits that *Finley Hospital* is based on reasoning that has been rejected by the D.C. Circuit Court of Appeals. *See, e.g., NLRB v. USPS*, 8 F.3d 832, 838 (D.C. Cir. 1993) (rejecting NLRB’s application of waiver principles in determining whether CBA authorized unilateral action by the employer); *Enloe Med. Ctr. v. NLRB*, 433 F.3d 834, 837 (D.C. Cir. 2005) (“The Board’s [waiver] doctrine imposes an artificially high burden on an employer who claims its authority to engage in an activity is granted by [a collective bargaining] agreement.”) For these reasons, in addition to being factually inapposite (as explained below), Southwest respectfully submits that *Finley Hospital* is neither valid nor persuasive, and that the ALJ’s reliance on this decision was erroneous.

**B. The NLRB Waiver Standard Is Not Applicable Because Southwest Did Not Change Existing Terms And Conditions Of Employment.**

Even setting aside her reliance on *Finley Hospital*, the ALJ's decision still would be flawed. From the outset, the ALJ erred in resolving the critical, threshold question of the duration of the longevity benefit that the Union negotiated. The Union specifically bargained for six payments of longevity bonuses: one on June 1<sup>st</sup> and one on December 1<sup>st</sup> in "each year of [the] Agreement." The last of these payments was owed and paid in June 2012. Southwest fully satisfied its contractual obligations with that final payment, and the longevity benefit expired of its own accord.

Nonetheless, the ALJ concluded that Southwest "effected a unilateral change of an existing term or condition of employment, without bargaining to impasse," by refusing to make a seventh longevity payment following expiration of the 2009 CBA. (ALJD at p. 13, lines 14-15). She based this conclusion on her finding that the longevity payments were "an ongoing practice."<sup>2</sup> (ALJD at 5, 13 n.23). She further found that there was no evidence as to whether the parties intended for longevity payments to expire with the collective bargaining agreement. (ALJD at 9, 14).

For the reasons set forth below, this holding is unsupported and unsupportable.

**1. The ALJ's Focus On "Post-Expiration" Longevity Pay Is Misplaced.**

First and perhaps foremost, the ALJ's analysis focuses too narrowly on the issue of contract expiration. Southwest did not refuse to make a seventh longevity payment solely on the basis that the CBA had expired. Rather, it refused to make this payment because it had agreed to only *six* longevity installments. Whether the CBA expired the day after the sixth payment, or the week after, or even the year after, the fact would remain that Southwest fulfilled its obligation.

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<sup>2</sup> The ALJ also based this holding on the erroneous proposition that the parties' understanding of the relevant contract language "is a legal dispute rather than a factual one." (ALJD at 9). This statement is facially incorrect. The parties' subjective understanding of contract language is, by definition, an issue of fact.

Stated differently, the question is not what the parties intended after expiration of the 2009 CBA. Rather, the question is what the parties intended after the sixth longevity payment. The contract itself answers this question; the parties did not agree to *any* additional payments following the sixth installment. The General Counsel's complaint should be dismissed on this basis.

The cases relied upon by the ALJ do not support a contrary result, as they involve ongoing benefits that were not limited to a defined number of payments. For example, in *Finley Hospital*, 359 N.L.R.B. No. 9 (Sept. 28, 2012), the parties' collective bargaining agreement required the employer to provide ongoing, three percent wage increases to bargaining unit members. The employer discontinued these wage increases solely on the basis of the contract's expiration. Unlike the longevity payments at issue here, there was no claim in *Finley Hospital* that the employer had agreed to a specific number of raises.

The longevity payments in this case are further distinguishable from the wage increases in *Finley Hospital* in that they provided no ongoing benefit. These payments did not, for example, affect eligible employees' regular or overtime rates, or otherwise impact future terms and conditions of employment. The longevity payments were separate, stand-alone *events* timed to occur on specific dates, and were not an ongoing *practice* like the wage increases in *Finley Hospitals*.

*Laborers Health and Welfare Trust Fund v. Adv. Lightweight Concrete*, 484 U.S. 539 (1988), provides even less support for the ALJ's holding. The employer in *Adv. Lightweight Concrete* terminated its contributions to several multiemployer pension funds following expiration of a master collective bargaining agreement. The funds sued in federal court under ERISA for "delinquent contributions," arguing that Section 8(a)(5) of the NLRA prohibited the employer from unilaterally discontinuing its payments. The Supreme Court rejected the funds' argument based on the NLRB's exclusive jurisdiction over unfair labor practice claims. *Id.* at 550-52.

In reaching its decision, the Court observed in a footnote that an employer violates Section 8(a)(5) by changing a term of an expired collective bargaining agreement prior to reaching impasse. *Id.* at 544 n.6. Because the trial court had entered summary judgment against the funds, the Court found that it was necessary to “assume[] that petitioner could prove that respondent’s postcontract refusal to contribute to the funds was an unfair labor practice.” *Id.* at 544.

The Supreme Court’s remarks in *Adv. Lightweight Concrete* bear little relevance here. The question in this case is not whether an acknowledged pre-impasse change in terms and conditions of employment violates Section 8(a)(5). The question is whether there has been a “change” at all. Moreover, the Supreme Court did not find that the employer in *Adv. Lightweight Concrete* violated Section 8(a)(5) by discontinuing its pension fund contributions. The Court *assumed* that a violation occurred simply for the purpose of determining whether summary judgment was appropriate.

**2. The ALJ Erred In Restricting The Testimony Of Company Witness Roy Ryals Concerning The Meaning Of The Longevity Language.**

Second, the ALJ’s finding that there was no evidence concerning Southwest’s post-expiration longevity obligation ignores her evidentiary ruling that prohibited Southwest from presenting testimony on this very point. Specifically, Company witness Roy Ryals drafted the original longevity language and was prepared to testify that the parties intended for this benefit to be limited to the term of the CBA. On the objection of General Counsel, the ALJ limited Ryals’ testimony to a statement as to what Ryals “believed” this language meant.<sup>3</sup> (Tr. 164-65).

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<sup>3</sup> In truth, the ALJ’s precise ruling on this critical issue is somewhat muddled. The ALJ initially overruled the General Counsel’s objection (Tr. 125-26), then sustained the objection (Tr. 129), then overruled it again (Tr. 130). After further argument, the ALJ “deferred” her ruling until the end of the hearing, noting that she was “revers[ing] whatever ruling I gave with regards to -- if I overruled the objection and I am deferring that ruling, okay? [sic]” (Tr. 136). When the parties returned to the issue prior to the close of the hearing, the ALJ stated that she had decided to overrule General Counsel’s objection and to allow Ryals’ testimony concerning the meaning of the longevity language. (Tr. 156). She then changed her ruling again, stating that she would “sustain in part the objection” and allow Ryals to testify only as to his own understanding of the language he drafted. (Tr. 162). The ALJ then altered her ruling yet again, and allowed Southwest to introduce this testimony only through an offer of proof, and restricted the questioning during the offer of proof to Mr. Ryals’ own understanding of the language. (Tr. 164-65).

This ruling was erroneous. General Counsel's objection was based on its assertion that contract interpretation is neither proper nor relevant in an NLRB proceeding. (Tr. 131-34, 155-63). This assertion is incorrect. It is well-settled that "[t]he Board. . . has the authority to interpret collective bargaining agreements in order to resolve unfair labor practice cases." *NLRB v. USPS*, 8 F.3d 832, 837 (D.C. Cir. 1993). Indeed, despite excluding key evidence on this point, the ALJ implicitly conceded the relevance of the inquiry by finding that there was no evidence concerning the parties' intent. (ALJD at 9). The ALJ therefore erred in limiting Ryals' testimony, which would have demonstrated that the longevity provision was intended to expire with the contract.

**3. The ALJ Ignored Union President Lizardi's Testimony In Finding That The CBA Was Silent Regarding Post-Expiration Longevity Pay.**

Third, even aside from Ryals' testimony, the ALJ's observation that the 2009 CBA is silent regarding post-expiration longevity pay is incorrect. The CBA included the "each year of this Agreement" language *specifically* to emphasize that the Company was agreeing to six, discrete payments. By specifically limiting their agreement to six payments, the parties negated any possibility that a seventh payment could be required.

There is little doubt concerning the Union's understanding of this limitation. Union President Adam Lizardi testified that the longevity bonuses were essentially intended as substitute or supplemental wage increases for senior employees. (Tr. 108). The ALJ credited this testimony and held that longevity payments are a "type of enhancement or addition to regular wages." (ALJD at 5). Lizardi admitted, however, that Southwest's obligation to provide wage increases expired with the CBA. (Tr. 108). Thus, accepting the ALJ's finding that longevity payments should be treated as

wages as Lizardi testified, this fact confirms that longevity payments should be limited to the same time period as wage increases, *i.e.*, the term of the 2009 CBA.<sup>4</sup>

**4. The ALJ Gave Improper Consideration To Prior Longevity Payments And The Parties’ Tentative Agreement On Longevity Pay.**

Fourth, the ALJ based her finding that longevity pay was an “ongoing practice” on the fact that Southwest has paid longevity bonuses twice each year since 2001. (ALJD at 14). This reasoning, however, ignores the fact that the parties’ relationship was governed by an uninterrupted series of collective bargaining agreements between 2001 and 2012. (ALJD at 4). Each of these agreements contained an independent longevity article. (*Id.*). Thus, Southwest’s payment of longevity bonuses from 2001 to 2012 simply demonstrates that the Company honors its contractual obligations. It is irrelevant to the issue of whether additional longevity payments may be required.

The ALJ also based her decision on the fact that the parties reached a tentative agreement to include a new longevity article in the successor agreement to the expired 2009 CBA. (ALJD at 14). The parties have yet to reach a final, overall agreement, however. (ALJD at 7). Thus, as the ALJ recognized, the parties’ tentative agreements are not yet in effect. (ALJD at 9 n.16). Her reliance on this tentative agreement accordingly is misplaced.

\* \* \* \*

In short, the ALJ’s characterization of the December 2012 nonpayment as a “change” is unsupported. The parties specifically negotiated *six* payments—not seven—and they never negotiated a payment to occur in December 2012. (Tr. 56-57). Because no such payment was negotiated or intended, Southwest’s refusal to provide this payment is not a “change” in any relevant sense. And, because there was no change, Southwest owed no duty to bargain.

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<sup>4</sup> The ALJ confined her consideration of Lizardi’s testimony on this point to the question of waiver, and did not consider it in analyzing the parties’ intended duration of longevity pay under the 2009 CBA. (ALJD at 15). While Lizardi’s testimony certainly is relevant to the waiver issue as explained below, Southwest respectfully submits that the ALJ erred in restricting its relevance to that issue alone.

**C. The Contract Language Would Satisfy The NLRB's Waiver Standard If It Applied.**

While unnecessary to the analysis, the NLRB's "clear and unmistakable" waiver standard would be satisfied in this case if it applied. "[C]lear and unmistakable evidence of the parties' intent to waive a duty to bargain 'is gleaned from an examination of all the surrounding circumstances including but not limited to bargaining history, the actual contract language, and the completeness of the collective bargaining agreement.'" *Omaha World-Herald*, 357 NLRB No. 156, 2011 NLRB LEXIS 789 at \*10 (N.L.R.B. Dec. 30, 2011), quoting *Columbus Elec. Co.*, 270 N.L.R.B. 686, 686 (1984). The language of the 2009 CBA and the parties' common understanding of it in this case confirm that the Union waived any right it may have had to demand post-expiration longevity pay.

The ALJ's contrary conclusion is again based on *Finley Hospital*, 359 N.L.R.B. No. 9 (Sept. 28, 2012). But, in addition to its other flaws,<sup>5</sup> the *Finley Hospital* decision is immediately distinguishable. The contract in *Finley Hospital* was silent regarding the employer's obligations following the contract's expiration, and the parties agreed that there had been no consideration of this issue during negotiations. Based on these undisputed facts, the NLRB held that the union had not waived its right to bargain over the employer's termination of annual wage increases.

In contrast, the 2009 CBA at issue in this case is *not* silent on the issue of post-expiration longevity pay. The agreement did not simply require Southwest to make longevity payments "every December 1<sup>st</sup> and June 1<sup>st</sup>." Instead, like its predecessors, the contract required longevity payments on "December 1<sup>st</sup> and June 1<sup>st</sup> *of each year of this Agreement.*" (Jt. Ex. 4 at 61, emphasis added). Company witness Ryals, the author of this language, testified without contradiction that the "each year of this Agreement" phrase was included in the CBA to limit the longevity benefit to a fixed

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<sup>5</sup> Discussed in Sections IV.A and IV.B.1, *supra*.

number of payments (*i.e.*, six).<sup>6</sup> Union President Lizardi similarly testified that this provision was intended to incorporate the years printed on the front cover of the CBA, *i.e.*, July 1, 2009 through July 1, 2012. (Tr. 105-06). He furthermore acknowledged that a similar reference to the agreement's duration in the wages article was intended to limit wage increases to the contract's term. (Tr. 108). Lizardi offered no basis upon which to interpret this language differently in the longevity provision.

The ALJ's decision suggests that she misunderstood the import of this testimony. She characterized Southwest as relying on Lizardi's testimony to establish that the Union "implicitly waived its right to bargain when it failed to grieve or file a charge in connection to Respondent's termination of wage increases under Article 36 of the 2009 Agreement." (ALJD at 13). Southwest, however, is not asserting "implicit waiver" based on Lizardi's testimony. Rather, Lizardi's testimony is critical because it confirms *both parties'* understanding that references to the years of the CBA in connection with an economic benefit limited that benefit to the CBA's duration.

## V. CONCLUSION

For the reasons set forth above, the ALJ's decision and recommended order should be rejected in their entirety, and the General Counsel's Amended Complaint should be dismissed.

Respectfully submitted,

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<sup>6</sup> As explained in Section IV.B.2, *supra*, the ALJ erroneously restricted Ryals' testimony on this point.

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on this 5th day of September, 2013, a true copy of the foregoing was filed electronically with the Executive Secretary. Copies were also sent by electronic mail to:

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