

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

**PROFESSIONAL MEDICAL TRANSPORT, INC.**

**and**

**Cases 28-CA-22175  
28-CA-22289  
28-CA-22338  
28-CA-22350  
28-CA-22519**

**INDEPENDENT CERTIFIED EMERGENCY  
PROFESSIONALS OF ARIZONA, LOCAL #1**

**GENERAL COUNSEL'S CROSS-EXCEPTIONS**

Counsel for the General Counsel (CGC), pursuant to Section 102.46 of the Board's Rules and Regulations, files the following exceptions to the Decision of Administrative Law William G. Kokol [JD(SF) 38-09] (ALJD), issued on November 9, 2009, in the above captioned cases:

1. The Administrative Law Judge's (ALJ) failure to make a finding as to whether Professional Medical Transport, Inc. (Respondent) transferred work of bargaining unit employees represented by the Independent Certified Emergency Professionals of Arizona, Local No. 1 (Union) to non-unit firefighters in violation of Section 8(a)(1) and (3) of the Act. (ALJD at 11, fn. 1) In support of this exception, the CGC relies upon the testimony of testimony of Joshua Barkley (Barkley) (Tr. 491-704), Ryan Nolan (Tr. 485-491), Justin Lisonbee (Lisonbee) (Tr. 412-418), Jason Seyfert (Seyfert) (Tr. 426-440) and Todd Wais (Tr. 453-455) and the record exhibits contained therein.

2. The ALJ's failure to order Respondent to remove surveillance cameras after the ALJ determined that the surveillance cameras' installation was a unilateral change in violation of Section 8(a)(1) and (5) of the Act. (ALJD at 14, fn. 17)

3. The ALJ's failure to make a determination as to whether Respondent violated Section 8(a)(1) and (3) of the Act by removing a blackberry device from Union President Barkley and failing to specifically recommend a remedy for the violation. (ALJD at 16, fn. 8) In support of this exception, the CGC relies upon the testimony of Barkley (Tr. 328-345) and the relevant exhibits contained in the record.

4. The ALJ's failure to make a determination as to whether Respondent violated Section 8(a)(1) of the Act by posting a sign-up sheet for employees to sign if they did not want information about themselves to be provided to the Union, and failing to specifically recommend a remedy for the violation. (ALJD at 9, fn. 3) In support of this exception, the CGC relies upon the testimony of Barkley (Tr. 181), Lisonbee (Tr. 395), Seyfert (Tr. 435) and the record exhibits contained therein.

5. The ALJ's failure to find that by sending a "take it or leave it" contract to the Union, Respondent violated Section 8(a)(1) and (5). (ALJD at 8) In support of this exception, the CGC relies upon the testimony of Barkley (Tr. 247) and the record exhibits contained therein.

6. The ALJ's failure to find that by its overall conduct, Respondent engaged in bad-faith bargaining. (ALJD at 23-26) In support of this exception, the CGC relies upon the testimony of Barkley (Tr. 217-389) and the record exhibits contained therein.

7. The ALJ's failure to find that Respondent promulgated an overly-broad and discriminatory rule when it informed the Union that it could not post anything divisive,

inflammatory or derogative towards management or Respondent. (ALJD at 21) In support of this exception, the CGC relies upon the testimony of Barkley (Tr. 293-296) and record exhibits contained therein.

8. The ALJ's failure to order a *Transmarine Navigation Corp.*, 170 NLRB 389 (1968) remedy, and instead, ordered the payment of some monetary compensation to the unit employees whose working conditions suffered as a result of the relocation of their work stations. (ALJD at 24)

9. The ALJ's failure to order that interest be compounded on a quarterly basis for all backpay remedies.

Dated at Phoenix, Arizona, this 31<sup>st</sup> day of December 2009.

Respectfully submitted,

/s/ Sandra L. Lyons

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