

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
Washington D.C.

UTILITY WORKERS UNION OF AMERICA,  
AFL-CIO (UWUA); INTERNATIONAL CHEMICAL  
WORKERS UNION COUNCIL-UFCW (ICWUC); AND  
THE UWUA-ICWUC JOINT STEERING COMMITTEE

and

Case 21-CB-14820

SOUTHERN CALIFORNIA GAS COMPANY

COUNSEL FOR THE ACTING GENERAL COUNSEL'S OPPOSITION TO  
INTERNATIONAL CHEMICAL WORKERS UNION COUNCIL'S  
MOTION FOR SUMMARY JUDGMENT

Under Board Rule 102.24(b), Counsel for the Acting General Counsel, herein Acting General Counsel, files this opposition to Respondent's motion for summary judgment. This opposition is based on the following:

**I. Procedural Background**

1. On November 13, 2009, Southern California Gas Company, herein called the Charging Party, filed the original charge in Case 21-CB-14820, alleging that the Joint Steering Committee of the Utility Workers Union of America, AFL-CIO, and Locals 132, 170, 483, and 522; and International Chemical Workers Union Council/UFCW and Locals 47, 78, 350, and 995 failed and refused to execute a successor collective-bargaining agreement in violation of Section 8(b)(3) of the Act. (Exhibit 1)

2. On March 31, 2010, the Regional Director of Region 21 issued a Complaint and Notice of Hearing, herein called the Complaint, in this matter. (Exhibit 2)

3. On April 13, 2010, the Joint Steering Committee of the Utility Workers Union of America, AFL-CIO, and Locals 132, 170, 483, and 522; and International Chemical Workers Union Council/UFCW and Locals 47, 78, 350, and 995 filed an answer to the Complaint. (Exhibit 3)

4. On May 7, 2010, the Charging Party filed the amended charge in Case 21-CB-14820, alleging that Utility Workers Union of America (UWUA), herein called Respondent UWUA; International Chemical Workers Union Council-UFCW (ICWUC), herein called Respondent ICWUC; and the UWUA-ICWUC Joint Steering Committee, herein called Respondent JSC, and together with Respondent UWUA and Respondent ICWUC collectively called Respondents, violated Section 8(b)(3) of the Act by failing and refusing to execute and delaying in executing the collective-bargaining agreement from on or about November 12, 2009, to on or about March 23, 2010. (Exhibit 4)

5. On June 4, 2010, the Regional Director of Region 21 issued an Amended Complaint and Notice of Hearing, herein called the Amended Complaint, in this matter. (Exhibit 5)

6. On June 18, 2010, Respondent ICWUC, Respondent UWUA, and Respondent JSC, each filed separate answers to the Amended Complaint. (Exhibits 6, 7, and 8, respectively)

7. On June 18, 2010, Respondent ICWUC filed its Motion for Summary Judgment, herein called the motion.

**II. Respondent ICWUC's answer creates material issues of fact and law.**

A motion for summary judgment will succeed where upon review of all the pleadings and submissions by the parties, there are no material facts or issues of law in dispute to be resolved by a hearing before an administrative law judge (ALJ). Lake Charles Memorial Hospital, 240 NLRB 1330, 1331 (1979). Respondent ICWUC's motion fails to meet the standard for obtaining summary judgment because there are material issues of fact and law in dispute.

The underlying facts in this case are summarized as follows. From 2008 to 2009, the Charging Party and Respondents engaged in negotiations for a successor collective-bargaining agreement. As alleged in paragraph 9(a) of the Amended Complaint, “[o]n January 31, 2009, the Employer and the Respondents reached complete agreement on terms and conditions of employment of the [bargaining-unit employees] to be incorporated in a collective-bargaining agreement, which by its terms was to become effective on March 1, 2009.”<sup>1</sup> However, in its answer, Respondent ICWUC denied significant aspects of the allegations in paragraph 9(a) of the Amended Complaint.

On or about January 31, 2009, the Respondents and the Charging Party signed a 20-page tentative agreement summarizing the terms of the agreed-upon successor agreement. The tentative agreement was subsequently ratified by the members. From about February 1, 2009, to about November 11, 2009, the Respondents and the Charging Party engaged in a process of proofreading the language of the tentative successor agreement, preparing the final 200-page booklet version of the agreement in order for the parties to execute it and send it to the printer.

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<sup>1</sup> The final memorialized version of the collective-bargaining agreement, which was executed on March 23, 2010, and is effective from March 1, 2009, to September 30, 2011, is referred to as the “booklet.”

On about November 12, 2009, once the booklet agreement was ready for signature, the Charging Party requested the Respondents to execute it. As set forth in Paragraph 9(b) of the Amended Complaint, “[s]ince on or about November 12, 2009, the Employer has requested that Respondents execute a written contract embodying the agreement described above in paragraph 9(a).” However, in its answer, Respondent ICUWC has denied the allegations in paragraph 9(b) of the Amended Complaint.

More than 4 months after the initial request to execute, on about March 23, 2010, Respondents finally executed the booklet agreement, which is effective from March 1, 2009, to September 30, 2011. Thus, as alleged in paragraph 9(c) of the Amended Complaint, “[f]rom on or about November 12, 2009, to on or about March 23, 2010, Respondents failed and refused to execute and delayed in executing the agreement described above in paragraph 9(a).” In its answer, Respondent ICWUC denied the allegations in paragraph 9(c) of the Amended Complaint.

In addition, in its answer, Respondent ICWUC denies aspects of or the entire allegations in paragraphs 1, 4, 5, 6, 8, 10, and 11 of the Amended Complaint.

Moreover, in its answer to the Amended Complaint, Respondent ICWUC asserts five affirmative defenses, including claims that the allegations in the Amended Complaint are barred by Section 10(b) of the Act; that the charge, the amended charge, and the Complaint were not properly or timely served on Respondent ICWUC; and an allegation that the amended charge should be deferred pending the outcome of an arbitration.

The facts in support of these affirmative defenses and Respondent ICWUC’s answer to the Amended Complaint create material issues of fact and law that need to be litigated before an ALJ. Therefore, Respondent ICWUC’s motion should be denied.

**II. An ALJ, not Respondent ICWUC, should decide if the delay in executing the booklet agreement violates the Act.**

Respondent ICUWC's motion appears to be based upon the following two arguments:

(1) that the Respondents were not obligated to sign the final memorialized version of the successor collective-bargaining agreement (the booklet) because the parties had already signed a tentative agreement on January 31, 2009; and (2) that the Respondents had a good-faith basis in refusing to sign the booklet version because the Charging Party Employer's interpretation of a section in the booklet did not accurately reflect the ratified tentative agreement. Respondent ICWUC has failed to cite to any Board authority as a basis for its motion. The issue in this case is whether Respondents' refusal to execute the booklet for a period of over 4 months constitutes a violation of the Act. The Acting General Counsel contends that the Act has been violated and that a remedial order is necessary to prevent future offenses. The Supreme Court has long held that a refusal to execute an agreement upon request of the other party is a violation of the Act. H.J. Heinz Co. v. NLRB, 311 U.S. 514 (1941).

Nevertheless, this is a matter that should be heard by an ALJ, and a full record developed to determine whether Respondent ICWUC's arguments have any merit. Respondent ICWUC's motion and its answer to the Amended Complaint both show that there is a factual dispute as to whether there was a delay in executing the successor collective-bargaining agreement, and whether such delay was unreasonable. The ALJ, not Respondent ICWUC, should decide if the Respondents refused to execute and delayed in executing the agreement, in violation of the Act. Therefore, Respondent ICWUC's motion should be denied.

### III. Conclusion

Based on the aforementioned, the Acting General Counsel respectfully submits that Respondent ICWUC's motion should be denied; a notice to show cause should not be issued, and the hearing scheduled for June 30, 2010, should not be postponed indefinitely. Section 102.24(b) of the Board's Rules and Regulations states that, "[t]he Board in its discretion may deny the motion where the motion itself fails to establish the absence of a genuine issue, or where the opposing party's pleadings, opposition, and/or response indicate on their face that a genuine issue may exist." Based on the pleadings, the motion, and this Opposition to the motion, genuine issues of law and fact exist which require a hearing. Therefore, Respondent ICWUC's motion should be denied.

Respectfully submitted,



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Irma Hernández, Counsel for the  
Acting General Counsel  
National Labor Relations Board, Region 21  
888 South Figueroa Street, Ninth Floor  
Los Angeles, CA 90017

Dated at Los Angeles, California, this 23rd day of June, 2010.

## STATEMENT OF SERVICE

I hereby certify that a copy of Counsel for the General Counsel's Opposition to International Chemical Workers Union Council's Motion for Summary Judgment in Case 21-CB-14820 was submitted by E-filing to the Office of the Executive Secretary of the National Labor Relations Board on June 23, 2010. The following parties were served with a copy of the same document by electronic mail.

A. Randall Vehar, Attorney at Law  
International Chemical Workers Union Council-UFCW  
[rvehar@icwuc.org](mailto:rvehar@icwuc.org); [rvehar@ufcw.org](mailto:rvehar@ufcw.org)

Robert W. Lowrey, Attorney at Law  
International Chemical Workers Union Council-UFCW  
[rwl2168@ufcw.org](mailto:rwl2168@ufcw.org)

Ellen Greenstone, Attorney at Law  
Rothner, Segall, Greenstone & Leheny  
[egreenstone@rsglabor.com](mailto:egreenstone@rsglabor.com)

Christopher Bissonnette, Attorney at Law  
Southern California Gas Company  
[cbissonnette@sempra.com](mailto:cbissonnette@sempra.com)

Linda Van Winkle Deacon, Attorney at Law  
Bate, Peterson, Deacon, Zinn & Young LLP  
[ldeacon@bpdzylaw.com](mailto:ldeacon@bpdzylaw.com)

  
Irma Hernández  
Counsel for the Acting General Counsel  
National Labor Relations Board  
Region 21

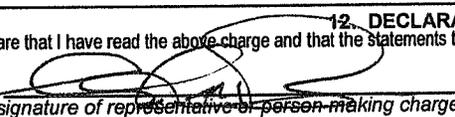
Dated at Los Angeles, California, this 23rd day of June, 2010.

# **Exhibit 1**

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST LABOR ORGANIZATION  
OR ITS AGENTS**

DO NOT WRITE IN THIS SPACE	
Case 21-CB-14820	Date Filed 11-13-09

INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name Joint Steering Committee of the Utility Workers Union of America and Locals 132, 170, 483, 522; and International Chemical Workers Union Council/UFCW and Local 47, 78, 350, and 995.		b. Union Representative to contact John Duffy, Chair of the Joint Steering Committee	
c. Address (Street, city, state, and ZIP code) 7200 Greenleaf Avenue, Suite 380 Whittier, CA 90602		d. Tel. No. (562)696-0142	e. Cell No.
		f. Fax No. (562)696-0374	g. e-Mail uwua@uwua132.org
h. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (list subsections) <u>3</u> of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) SCG and the Union agreed to a new CBA which was memorialized in a tentative agreement (TA) signed by the Union on 1/31/09 and ratified on or about 2/25/09. The TA contained strike-through language agreed to by both parties for all major issues but one (i.e., an agreement pertaining to sick time benefits). This single remaining issue was resolved after the new agreement was ratified. The Union reviewed several comprehensive drafts of the new CBA, suggesting only minor edits. The parties reached full agreement on all terms and scheduled the Union's Joint Steering Committee (JSC) to meet on 11/12/09 for a final proofreading of the agreement and to sign it. The Union refused, stating for the first time that it would not sign unless the Company altered a major letter agreement on part-time "at will" status that has been in the CBA since 1994 and was the subject of a union proposal rejected during 2008 negotiations as reflected in the 2009 TA signed by the Union. The Union stated that unless the Company altered the previously-agreed upon letter agreement which is part of the CBA, the Union would not sign the CBA despite their agreement on all terms in violation of Section 8(d).			
3. Name of Employer Southern California Gas Company		4a. Tel. No. (213)244-2946	b. Cell No.
		c. Fax No. (213)629-9620	d. e-Mail cbissonnette@sempra.com
5. Location of plant involved (street, city, state and ZIP code) 555 West. Fifth Street, Los Angeles, CA 90013		6. Employer representative to contact Christopher Bissonnette	
7. Type of establishment (factory, mine, wholesaler, etc.) Utility	8. Identify principal product or service Natural Gas	9. Number of workers employed 5,800	
10. Full name of party filing charge Southern California Gas Company		11a. Tel. No. (213)244-2946	b. Cell No.
		c. Fax No. (213)629-9620	d. e-Mail
11. Address of party filing charge (street, city, state and ZIP code.) 555 West. Fifth Street, Los Angeles, CA 90013			
12. DECLARATION I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief. By  Christopher Bissonnette (signature of representative of person making charge) (Print/type name and title or office, if any)		Tel. No. (213)244-2946	
555 West. Fifth Street, Los Angeles, CA 90013 Address _____ (date) _____		Cell No.	
		Fax No. (213)629-9620	
		e-Mail cbissonnette@sempra.com	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

## **Exhibit 2**

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
Region 21

JOINT STEERING COMMITTEE OF THE  
UTILITY WORKERS UNION OF AMERICA,  
AFL-CIO, AND LOCALS 132, 170, 483,  
AND 522; AND INTERNATIONAL CHEMICAL  
WORKERS UNION COUNCIL/UFCW AND  
LOCALS 47, 78, 350, AND 995

and

Case 21-CB-14820

SOUTHERN CALIFORNIA GAS COMPANY

COMPLAINT  
AND  
NOTICE OF HEARING

Southern California Gas Company, herein called the Employer, has charged that the Joint Steering Committee of the Utility Workers Union of America, AFL-CIO, and Locals 132, 170, 483, and 522, herein collectively called Respondent Utility Workers Union; and the International Chemical Workers Union Council/UFCW and Locals 47, 78, 350, and 995, herein collectively called Respondent Chemical Workers Union, and together with Respondent Utility Workers Union called Respondents, have been engaging in unfair labor practices as set forth in the National Labor Relations Act, 29 U.S.C. § 151 et seq., herein called the Act. Based thereon, the General Counsel, by the undersigned, pursuant to Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the National Labor Relations Board, herein called the Board, issues this Complaint and Notice of Hearing and alleges as follows:

1. The charge in this proceeding was filed by the Employer on November 13, 2009, and a copy was separately served on Respondent Utility Workers Union, Respondent Chemical Workers Union, and their respective Local Unions, by regular mail on November 16, 2009.

2. (a) At all material times, the Employer, a California corporation, with an office and principal place of business located at 555 West Fifth Street, Los Angeles, California, and various facilities in California, has been a public utility engaged in the generation and distribution of natural gas.

(b) During the 12-month period ending March 30, 2010, a representative period, the Employer, in conducting its business operations described above in paragraph 2(a), derived gross revenue in excess of \$250,000 and purchased and received at its California facilities goods valued in excess of \$50,000 directly from points outside the State of California.

3. At all material times, the Employer 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, Respondent Utility Workers Union, Respondent Chemical Workers Union, their respective Local Unions, and each of them individually, have been labor organizations within the meaning of Section 2(5) of the Act.

5. At all material times, Helen Olague-Pimental held the position of Joint Steering Committee Acting Chair for Respondent Utility Workers Union, and has been an agent of Respondent Utility Workers Union within the meaning of Section 2(13) of the Act.

6. The employees of the Employer in the unit referred to in Section 2.2(A) of the collective-bargaining agreement noted below in paragraph 7, herein called the Unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

7. (a) Since at least May 2005, and at all material times, Respondents have been the designated joint exclusive collective-bargaining representative of the Unit and since then Respondents have been recognized as the joint representative by the Employer. This recognition has been embodied in a series of collective-bargaining agreements, the most recent of which is effective by its terms from March 1, 2009, through September 30, 2011.

(b) At all times since at least May 2005, based on Section 9(a) of the Act, Respondents have been the joint exclusive collective-bargaining representative of the Unit.

8. (a) On or about January 31, 2009, the Employer and Respondents reached complete agreement on terms and conditions of employment of the Unit to be incorporated in a collective-bargaining agreement, which by its terms was to become effective on March 1, 2009.

(b) Since on or about November 12, 2009, the Employer has requested that Respondents execute a written contract embodying the agreement described above in paragraph 8(a).

(c) From on or about November 12, 2009, to on or about March 23, 2010, Respondents failed and refused to execute and delayed in executing the agreement described above in paragraph 8(a).

9. By the conduct described above in paragraph 8(c), Respondents have been failing and refusing to bargain collectively and in good faith with an employer in violation of Section 8(b)(3) of the Act.

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

#### **ANSWER REQUIREMENT**

Respondents are notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, they must each file an answer to the complaint. The answers must be received by this office on or before April 14, 2010, or postmarked on or before April 13, 2010. Respondents 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 on 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 a non-attorney representative for represented parties or by the party if not represented. Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the document 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 requires that such answer containing the required signature be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing.

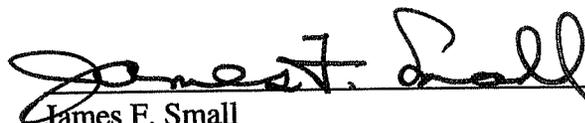
Service of the answer on each of the other parties must still be accomplished in conformance with the requirements of Section 102.114 of the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed or if an answer is filed untimely, the Board may find pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

#### **NOTICE OF HEARING**

PLEASE TAKE NOTICE THAT during the calendar call commencing at 1:00 p.m., PST, on the 28th day of June, 2010, a hearing will be conducted before an Administrative Law Judge of the National Labor Relations Board in Hearing Room 902, 888 South Figueroa Street, Ninth Floor, Los Angeles, California. At the hearing, Respondents 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. The precise order of all cases to be heard on the calendar call will be determined no later than the close of business on the Friday preceding the calendar call.

Dated at Los Angeles, California, this 31<sup>st</sup> day of March, 2010.

A handwritten signature in black ink, appearing to read "James F. Small", written over a horizontal line.

James F. Small  
Regional Director, Region 21  
National Labor Relations Board  
888 South Figueroa Street, Ninth Floor  
Los Angeles, CA 90017

Attachments

## **Exhibit 3**

1 ELLEN GREENSTONE  
ROTHNER, SEGALL, GREENSTONE & LEHENY  
2 510 South Marengo Avenue  
Pasadena, California 91101-3115  
3 Telephone: (626) 796-7555  
Facsimile: (626) 577-0124  
4 E-mail: egreenstone@rsgllabor.com

5 Attorneys for Respondent Joint Steering  
Committee of the Utility Workers Union of  
6 America, AFL-CIO, and Locals 132, 170, 483,  
and 522; and International Chemical Workers  
7 Union Council/UFCW and Locals 47, 78, 350, and 995

8  
9 UNITED STATES OF AMERICA

10 BEFORE THE NATIONAL LABOR RELATIONS BOARD

11 Region 21

12  
13 JOINT STEERING COMMITTEE OF THE  
UTILITY WORKERS UNION OF AMERICA,  
14 AFL-CIO, AND LOCALS 132, 170, 483, AND  
522; AND INTERNATIONAL CHEMICAL  
15 WORKERS UNION COUNCIL/UFCW AND  
LOCALS 47, 78, 350, AND 995,

CASE NO. 21-CB-14820

16  
17 and

18 SOUTHERN CALIFORNIA GAS COMPANY  
19  
20

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22  
23 ANSWER TO COMPLAINT OF RESPONDENT JOINT STEERING COMMITTEE  
OF THE UTILITY WORKERS UNION OF AMERICA, AFL-CIO,  
24 AND LOCALS 132, 170, 483, AND 522; AND INTERNATIONAL CHEMICAL  
WORKERS UNION COUNCIL/UFCW AND LOCALS 47, 78, 350, AND 995  
25

26 Respondent JOINT STEERING COMMITTEE OF THE UTILITY WORKERS UNION  
27 OF AMERICA, AFL-CIO, AND LOCALS 132, 170, 483, AND 522; AND INTERNATIONAL  
28 CHEMICAL WORKERS UNION COUNCIL/UFCW AND LOCALS 47, 78, 350, AND 995,

1 individually and collectively (hereinafter "JSC"), in response to the Complaint dated March 31,  
2 2010, in the above-captioned matter, admits, denies, and alleges as follows:

3 1. Respondent admits that an unfair labor practice charge was filed by Southern  
4 California Gas Company ("Employer"). Except as expressly admitted, Respondent is without  
5 sufficient information to admit or deny the remaining allegations in paragraph 1 of the Complaint  
6 and, on that basis, denies each and every such allegation.

7 2. (a) Respondent admits the allegations of paragraph 2(a) of the Complaint.

8 (b) Respondent admits the allegations of paragraph 2(b) of the Complaint.

9 3. Respondent admits the allegations of paragraph 3 of the Complaint.

10 4. Respondent admits the allegations of paragraph 4 of the Complaint.

11 5. Respondent admits that Helen Olague-Pimentel served as a member of the JSC.

12 Except as expressly admitted, Respondent denies the remaining allegations of paragraph 5 of the  
13 Complaint.

14 6. Respondent admits the allegations of paragraph 6 of the Complaint.

15 7. (a) Respondent admits the allegations of paragraph 7(a) of the Complaint.

16 (b) Respondent admits the allegations of paragraph 7(b) of the Complaint.

17 8. (a) Respondent admits that, on or about January 31, 2009, the Employer and

18 Respondent reached complete agreement on terms and conditions of employment of employees

19 in the Unit and that such agreement was embodied in a written agreement executed by

20 Respondent and the Employer on January 31, 2009. Except as expressly admitted, Respondent

21 denies the remaining allegations of paragraph 8(a) of the Complaint.

22 (b) Respondent denies the allegations of paragraph 8(b) of the Complaint.

23 (c) Respondent denies the allegations of paragraph 8(c) of the Complaint.

24 9. Respondent denies the allegations of paragraph 9 of the Complaint.

25 10. Respondent denies the allegations of paragraph 10 of the Complaint.

26 AFFIRMATIVE DEFENSES

27 1. The Complaint fails to state facts sufficient to constitute a violation of the

28 National Labor Relations Act, as amended.

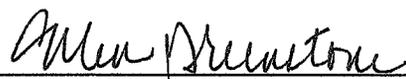
1           2.       The Complaint is barred in whole or in part by the statute of limitations in Section  
2 10(b) of the Act. To the extent the Complaint alleges that the January 31, 2009, written  
3 agreement was not a valid, written, executed collective bargaining agreement embodying the  
4 terms and conditions of employment of employees in the Unit agreed upon by the Employer and  
5 Respondent, the charge filed in this matter was filed more than six (6) months after January 31,  
6 2009.

7           WHEREFORE, Respondent requests the following relief:

- 8           1.       That the Complaint be dismissed in its entirety;
- 9           2.       That the Charging Party and Counsel for the General Counsel take nothing by way  
10 of the Complaint;
- 11          3.       That Respondent be awarded its attorneys' fees and costs herein;
- 12          4.       For such other and further relief as the Administrative Law Judge and/or Board  
13 deem just and proper.

14  
15 DATED: April 13, 2010

ELLEN GREENSTONE  
ROTHNER, SEGALL, GREENSTONE & LEHENY

16  
17 By   
18 ELLEN GREENSTONE

19 Attorneys for Respondent Joint Steering Committee of the  
20 Utility Workers Union of America, AFL-CIO, and Locals  
21 132, 170, 483, and 522; and International Chemical  
22 Workers Union Council/UFCW and Locals 47, 78, 350, and  
23 995  
24  
25  
26  
27  
28

Re: Joint Steering Committee of the Utility Workers Union of America, AFL-CIO, and Locals 132, 170, 483, and 522; and International Chemical Workers Union Council/UFCW and Locals 47, 78, 350, and 995  
Case No.21-CB-14820

CERTIFICATE OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action; my business address is 510 South Marengo Avenue, Pasadena, California 91101.

On April 13, 2010, I served the foregoing document described as ANSWER TO COMPLAINT OF RESPONDENT JOINT STEERING COMMITTEE OF THE UTILITY WORKERS UNION OF AMERICA, AFL-CIO, AND LOCALS 132, 170, 483, AND 522; AND INTERNATIONAL CHEMICAL WORKERS UNION COUNCIL/UFCW AND LOCALS 47, 78, 350, AND 995 on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

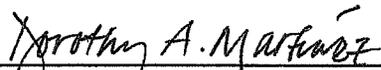
Southern California Gas Company  
555 West Fifth Street  
Post Office Box 513247, GT15HO  
Los Angeles, California 90013

Christopher M. Bissonnette, Esq.  
Southern California Gas Company  
555 West Fifth Street  
Los Angeles, California 90013

**(By Mail)**

I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice I place all envelopes to be mailed in a location in my office specifically designated for mail. The mail then would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Pasadena, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing affidavit. Executed on April 13, 2010.

I declare under penalty of perjury that the foregoing is true and correct.

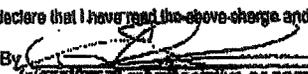
  
\_\_\_\_\_  
DOROTHY A. MARTINEZ

## **Exhibit 4**

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
AMENDED CHARGE AGAINST LABOR ORGANIZATION  
OR ITS AGENTS

DO NOT WRITE IN THIS SPACE	
Case 21-CB-14820	Date Filed 5-7-10

INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name Utility Workers Union of America, AFL-CIO (UWUA); International Chemical Workers Union Council-ICWCW (ICWUC); and the UWUA-ICWUC Joint Steering Committee		b. Union Representative to contact John Duffy, Chair of the Joint Steering Committee	
c. Address (Street, city, state, and ZIP code) 7200 Greenleaf Avenue, Suite 380, Whittier, CA 90602		d. Tel. No. (562) 696-0142	e. Cell No.
		f. Fax No. (562) 696-0374	g. e-Mail uwua@uwua132.org
h. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (first subsections) (3) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) SCG and the Union agreed to a new CBA which was memorialized in a tentative agreement (TA) signed by the Union on 1/31/09 and ratified on or about 2/25/09. The TA contained strike-through language agreed to by both parties for all major issues but one (i.e., an agreement pertaining to sick time benefits). This single remaining issue was resolved after the new agreement was ratified. The Union reviewed several comprehensive drafts of the new CBA, suggesting only minor edits. The parties reached full agreement on all terms and scheduled the Union's Joint Steering Committee (JSC) to meet on 11/12/09 for a final proofreading of the agreement and to sign it. The Union refused, stating for the first time that it would not sign unless the Company altered a major letter agreement on part-time "at will" status that has been in the CBA since 1994 and was the subject of a union proposal rejected during 2008 negotiations as reflected in the 2009 TA signed by the Union. The Union stated that unless the Company altered the previously-agreed upon letter agreement which is part of the CBA, the Union would not sign the CBA despite their agreement on all terms in violation of Section 8(d). From on or about November 12, 2009, to on or about March 23, 2010, the Union failed and refused to execute and delayed in executing the CBA.			
3. Name of Employer Southern California Gas Company		4a. Tel. No. (213)244-2946	b. Cell No.
		c. Fax No. (213)629-9620	d. e-Mail cbissonnette@sempra.com
5. Location of plant involved (street, city, state and ZIP code) 555 W. Fifth Street, Los Angeles, CA 90013		6. Employer representative to contact Christopher Bissonnette	
7. Type of establishment (factory, mine, wholesaler, etc.) Utility	8. Identify principal product or service Natural gas	9. Number of workers employed 5,800	
10. Full name of party filing charge Southern California Gas Company		11a. Tel. No. (213)244-2946	b. Cell No.
		c. Fax No. (213)629-9620	d. e-Mail
11. Address of party filing charge (street, city, state and ZIP code.) 555 W. Fifth Street, Los Angeles, CA 90013			
12. DECLARATION I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief. By:  Christopher Bissonnette (signature of representative or person making charge) (Printtype name and title or office, if any)		Tel. No. (213) 244-2946	
		Cell No.	
		Fax No. (213) 629-9620	
Address 555 W. Fifth Street, Los Angeles, CA 90013		e-Mail	
		(date) 5-6-10	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

## **Exhibit 5**

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
Region 21

UTILITY WORKERS UNION OF AMERICA,  
AFL-CIO (UWUA); INTERNATIONAL  
CHEMICAL WORKERS UNION  
COUNCIL-UFCW (ICWUC); AND  
THE UWUA-ICWUC JOINT STEERING  
COMMITTEE

and

Case 21-CB-14820

SOUTHERN CALIFORNIA GAS COMPANY

AMENDED COMPLAINT  
AND  
NOTICE OF HEARING

Upon a charge filed by Southern California Gas Company, herein called the Employer, a Complaint and Notice of Hearing issued on March 31, 2010, against the Joint Steering Committee of the Utility Workers Union of America, AFL-CIO, and Locals 132, 170, 483, and 522; and International Chemical Workers Union Council/UFCW and Locals 47, 78, 350, and 995.

The Employer, in an amended charge, has charged that Utility Workers Union of America, AFL-CIO (UWUA), herein called Respondent UWUA; International Chemical Workers Union Council-UFCW (ICWUC), herein called Respondent ICWUC; and the UWUA-ICWUC Joint Steering Committee, herein called Respondent JSC, and together with Respondent UWUA and Respondent ICWUC collectively called Respondents, 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. Based thereon, the General Counsel, by the undersigned, pursuant to Section 10(b) of the Act and Sections 102.15 and 102.17 of the Rules and Regulations of the National Labor Relations Board, herein called the Board, issues this Amended Complaint and Notice of Hearing and alleges as follows:

1. (a) The original charge in this proceeding was filed by the Employer on November 13, 2009, and a copy was separately served on the Joint Steering Committee of the Utility Workers Union of America, AFL-CIO, and Locals 132, 170, 483, and 522; and on Respondent ICWUC, and Locals 47, 78, 350, and 995, by regular mail on November 16, 2009.

(b) The amended charge in this proceeding was filed by the Employer on May 7, 2010, and a copy was separately served on Respondents by regular mail on May 10, 2010.

2. (a) At all material times, the Employer, a California corporation, with an office and principal place of business located at 555 West Fifth Street, Los Angeles, California, and various facilities in California, has been a public utility engaged in the generation and distribution of natural gas.

(b) During the 12-month period ending March 30, 2010, a representative period, the Employer, in conducting its business operations described above in paragraph 2(a), derived gross revenue in excess of \$250,000 and purchased and received at its California facilities goods valued in excess of \$50,000 directly from points outside the State of California.

3. At all material times, the Employer 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, Respondent UWUA and Respondent ICWUC, and each of them individually, have been labor organizations within the meaning of Section 2(5) of the Act.

5. At all material times, Respondent JST has been an agent of both Respondent UWUA and Respondent ICWUC.

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

Helen Olague-Pimental	JSC member & JSC Acting Chair
Bernie Garcia	JSC member & National Region 5 Director of UWUA
Louis Correa	JSC member & President of UWUA, Local 132
John Duffy	JSC member & National Vice President of UWUA
Kenneth J. Balderama	JSC member from UWUA, Local 132
Arturo Frias	JSC member from UWUA, Local 132
Nancy Logan	JSC member from UWUA, Local 132
Randy Fort	JSC member from UWUA, Local 170
Gary C. Lerch	JSC member & President of UWUA, Local 483
David E. Sherman	JSC member & President of UWUA, Local 522

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

John Lewis	JSC member & Vice President of ICWUC
Richard T. Lankford	JSC member & President of ICWUC, Local 47
George Garcia	JSC member from ICWUC, Local 78
Marvin E. Turner	JSC member & President of ICWUC, Local 350
Jacquelin R. Allen	JSC member & President of ICWUC, Local 995

7. The employees of the Employer in the unit referred to in Section 2.2(A) of the collective-bargaining agreement noted below in paragraph 8, herein called the Unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

8. (a) Since at least May 2005, and at all material times, Respondent UWUA and Respondent ICWUC have been the designated joint exclusive collective-bargaining representative of the Unit and since then both Respondent UWUA and Respondent ICWUC have been recognized as the joint representative by the Employer. This recognition has been embodied in a series of collective-bargaining agreements, the most recent of which is effective by its terms from March 1, 2009, through September 30, 2011.

(b) At all times since at least May 2005, based on Section 9(a) of the Act, Respondent UWUA and Respondent ICWUC have been the joint exclusive collective-bargaining representative of the Unit.

9. (a) On or about January 31, 2009, the Employer and Respondents reached complete agreement on terms and conditions of employment of the Unit to be incorporated in a collective-bargaining agreement, which by its terms was to become effective on March 1, 2009.

(b) Since on or about November 12, 2009, the Employer has requested that Respondents execute a written contract embodying the agreement described above in paragraph 9(a).

(c) From on or about November 12, 2009, to on or about March 23, 2010, Respondents failed and refused to execute and delayed in executing the agreement described above in paragraph 9(a).

10. By the conduct described above in paragraph 9(c), Respondents have been failing and refusing to bargain collectively and in good faith with an employer in violation of Section 8(b)(3) of the Act.

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

### **ANSWER REQUIREMENT**

Respondents are notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, they must each file an answer to the amended complaint. The answers must be received by this office on or before June 18, 2010, or postmarked on or before June 17, 2010. Respondents 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 on 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 a non-attorney representative for represented parties or by the party if

not represented. Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the document need to be transmitted to the Regional Office. However, if the electronic version of an answer to an amended complaint is not a pdf file containing the required signature, then the E-filing rules requires that such answer containing the required signature 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 in conformance with the requirements of Section 102.114 of 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 amended complaint are true.

#### **NOTICE OF HEARING**

PLEASE TAKE NOTICE THAT during the calendar call commencing at 1:00 p.m., PDT, on the 28th day of June, 2010, a hearing will be conducted before an Administrative Law Judge of the National Labor Relations Board in Hearing Room 902, 888 South Figueroa Street, Ninth Floor, Los Angeles, California. At the hearing, Respondents and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this amended 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. The precise order of all cases to be heard on the calendar call will be determined no later than the close of business on the Friday preceding the calendar call.

Dated at Los Angeles, California, this 4th day of June, 2010.

A handwritten signature in black ink that reads "James F. Small". The signature is written in a cursive style with a horizontal line underneath the name.

James F. Small  
Regional Director, Region 21  
National Labor Relations Board  
888 South Figueroa Street, Ninth Floor  
Los Angeles, CA 90017

Attachments

## **Exhibit 6**

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 21

---

UTILITY WORKERS UNION OF AMERICA  
AFL-CIO (UWUA); INTERNATIONAL CHEMICAL  
WORKERS UNION COUNCIL-UNITED FOOD &  
COMMERCIAL WORKERS (ICWUC); AND THE  
UWUA-ICWUC JOINT STEERING COMMITTEE

Case No. 21-CB-14820

-and-

SOUTHERN CALIFORNIA GAS COMPANY

---

ANSWER TO AMENDED  
COMPLAINT OF THE  
INTERNATIONAL CHEMICAL  
WORKERS UNION COUNCIL/  
UFCW

Now comes the International Chemical Workers Union Council of the United Food & Commercial Workers ("ICWUC"), by and through the undersigned counsel, and hereby files in response to the Amended Complaint dated June 4, 2010, in the above-captioned matter, and, except as otherwise specifically admitted, denies the allegations contained in that Amended Complaint.

1. The ICWUC denies the allegations contained in Paragraph 1(a) and (b) as to the filing and service of the original charge and/or amended charge on the ICWUC. Otherwise, the ICWUC is without sufficient information to admit or deny the remaining allegations in Paragraph 1 of the Amended Complaint and, on that basis, denies each and every remaining such allegation.
2. The ICWUC admits the allegations contained in Paragraph 2(a) and (b) of the Amended Complaint.
3. The ICWUC admits the allegations contained in Paragraph 3 of the Amended Complaint.

4. The ICWUC admits the allegations contained in Paragraph 4 of the Amended Complaint, except that the ICWUC denies any inference that it is a “labor organization” with the UWUA and, instead, specifically avers that it is a separate “labor organization” from the UWUA.
5. The ICWUC denies the allegations contained in Paragraph 5 of the Amended Complaint, except that the ICWUC admits that the JSC Chairman was authorized to sign the handbook referenced in Paragraph 9(b) of the Amended Complaint on March 10, 2010.
- 6(a). The ICWUC admits that for some times material Helen Olague-Pimentel served as a member of the JSC and that the other persons named in Paragraph 6(a) of the Amended Complaint were members for some times material of the JSC, but, except as expressly admitted, is without sufficient information to admit or deny the remaining allegations in Paragraph 6(a) of the Amended Complaint and, on that basis, denies each and every remaining allegation.
- 6(b). The ICWUC admits that at some times material the individuals listed in Paragraph 6(b) of the Amended Complaint held the positions set forth opposite their respective names and admits that John Lewis has been an agent for some purposes for the ICWUC, but deny the remaining allegations in this subparagraph.
7. The ICWUC admits the allegations contained in Paragraph 7 of the Amended Complaint.
- 8(a). The ICWUC admits the allegations in Paragraph 8(a) of the Amended Complaint.
- 8(b). The ICWUC admits that since at least May 2005, based on Section 9(a) of the Act, the UWUA and the ICWUC have been exclusive collective-bargaining representatives as described in Section 2.2(A) of the current and prior collective-bargaining agreements, but deny the remaining allegations in this subparagraph.
- 9(a). The ICWUC admits that, on or about January 31, 2009, the Employer, the Utility Workers,

and the ICWUC reached complete agreement on terms and conditions of employment of employees in the Unit and that such agreement was embodied in a signed written agreement executed by the Employer, the Utility Workers, and the ICWUC on January 31, 2009. Except as expressly admitted, the ICWUC denies the remaining allegations of Paragraph 9(a).

- 9(b). The ICWUC denies the allegations contained in Paragraph 9(b) of the Amended Complaint.
- 9(c). The ICWUC denies the allegations contained in Paragraph 9(c) of the Amended Complaint.
- 10. The ICWUC denies the allegations contained in Paragraph 10 of the Amended Complaint.
- 11. The ICWUC denies the allegations in Paragraph 11 of the Amended Complaint.

#### AFFIRMATIVE DEFENSES

- 1. The Amended Complaint fails to state facts sufficient to constitute a violation of the National Labor Relations Act, as amended.
- 2. The Amended Complaint is barred in whole or in part by the statute of limitations set forth in Section 10(b) of the Act.
- 3. To the extent that the Amended Complaint alleges, suggests, or implies that the January 31, 2009, signed written agreement was not a valid, written, complete, executed collective-bargaining agreement embodying the terms and conditions of employment of employees in the Unit agreed upon by the Employer, the Utility Workers, and the ICWUC, the Charge was untimely, since it was filed and served more than six (6) months after January 31, 2009.
- 4. The Charge, the Amended Charge, and the Complaint in these proceedings were never properly or timely served on the ICWUC.
- 5. The processing of the Charge and/or Amended Charge should have been (and still should be)

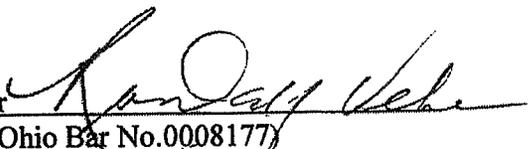
deferred pending the outcome of an arbitration, which has been completed, but for which no award has yet issued, regarding *inter alia* the Employer's effective efforts to change the side letter agreements, substantively, contrary to the intention of the negotiators of the most recent collective-bargaining agreement.

WHEREFORE, the ICWUC requests the following relief:

1. That the Amended Complaint be dismissed in its entirety;
2. That the Charging Party and the Counsel for the General Counsel take nothing by way of the Amended Complaint;
3. That the ICWUC be awarded its attorneys' fees and costs herein; and
4. For such other and further relief as the Administrative Law Judge and/or Board deem just and proper.

Respectfully submitted,

s/Randall Vehar

  
Randall Vehar (Ohio Bar No.0008177)

UFCW Assistant General Counsel/

Counsel for ICWUC

1799 Akron Peninsula Road

Akron, OH 44313

330/926-1444

330/926-0950 FAX

[RVehar@ufcw.org](mailto:RVehar@ufcw.org)

---

Robert W. Lowrey (Ohio Bar No. 0030843)

UFCW Assistant General Counsel/

Counsel for ICWUC

1799 Akron Peninsula Road

Akron, OH 44313

330/926-1444

330/926-0950 FAX

[RLowrey@ufcw.org](mailto:RLowrey@ufcw.org)

CERTIFICATE OF SERVICE

I hereby certify that on the 18<sup>th</sup> day of June, 2010, a copy of the foregoing was sent by email and by regular U.S. mail to the following persons and was filed electronically with NLRB Region 21:

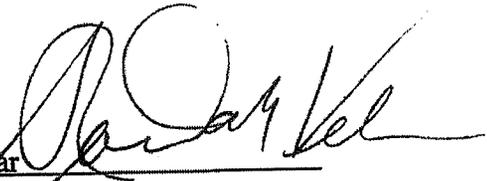
Ellen Greenstone, Esq.  
ROTHNER, SEGALL, GREENSTONE & LEHENY  
510 South Marengo Avenue  
Pasadena, CA 91101-3115  
[egreenstone@RSGLABOR.com](mailto:egreenstone@RSGLABOR.com)

Attorney for Joint Steering Committee and Utility Workers

Christopher M. Bissonnette, Esq.  
Southern California Gas Company  
555 West 5<sup>th</sup> Street  
Los Angeles, CA 90013  
[cbissonnette@sempra.com](mailto:cbissonnette@sempra.com)

Attorney for Southern California Gas

James F. Small, Regional Director  
National Labor Relations Board  
Region 21  
888 South Figueroa Street  
9<sup>th</sup> Floor  
Los Angeles, CA 90017-5449  
[NLRBRegion21@nlrb.gov](mailto:NLRBRegion21@nlrb.gov)

  
s/Randall Vehar  
Randall Vehar, Esq.

## **Exhibit 7**

1 ELLEN GREENSTONE  
2 ROTHNER, SEGALL & GREENSTONE  
3 510 South Marengo Avenue  
4 Pasadena, California 91101-3115  
5 Telephone: (626) 796-7555  
6 Facsimile: (626) 577-0124  
7 E-mail: egreenstone@rsgllabor.com

8 Attorneys for Respondent Utility Workers Union of  
9 America, AFL-CIO

6  
7

8 UNITED STATES OF AMERICA  
9 BEFORE THE NATIONAL LABOR RELATIONS BOARD  
10 Region 21

11  
12 UTILITY WORKERS UNION OF AMERICA, ] CASE NO. 21-CB-14820  
13 AFL-CIO (UWUA); INTERNATIONAL ]  
14 CHEMICAL WORKERS UNION ]  
15 COUNCIL/UFCW (ICWUC); AND THE ]  
16 UWUA-ICWUC JOINT STEERING ]  
17 COMMITTEE, ]

16

and

17 SOUTHERN CALIFORNIA GAS COMPANY ]  
18 ]  
19 ]

20  
21 ANSWER TO AMENDED COMPLAINT OF RESPONDENT  
22 UTILITY WORKERS UNION OF AMERICA, AFL-CIO

23 Respondent UTILITY WORKERS UNION OF AMERICA, AFL-CIO (hereinafter  
24 "UWUA"), for itself and no other person or entity, in response to the Amended Complaint dated  
25 June 4, 2010, in the above-captioned matter, admits, denies, and alleges as follows:

26 1. (a) UWUA admits that an unfair labor practice charge was filed by Southern  
27 California Gas Company ("Employer"). Except as expressly admitted, UWUA is without

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1 sufficient information to admit or deny the remaining allegations in paragraph 1 of the Amended  
2 Complaint and, on that basis, denies each and every such allegation.

3           2.       (a)     UWUA admits the allegations of paragraph 2(a) of the Amended  
4 Complaint.

5                   (b)     UWUA admits the allegations of paragraph 2(b) of the Amended  
6 Complaint.

7           3.       UWUA admits the allegations of paragraph 3 of the Amended Complaint.

8           4.       UWUA admits that at all times material to the Amended Complaint, it was a labor  
9 organization within the meaning of Section 2(5) of the Act. Except as expressly admitted,  
10 UWUA is without sufficient information to admit or deny the remaining allegations in paragraph  
11 4 of the Amended Complaint and, on that basis, denies each and every such allegation.

12           5.       UWUA admits that at some times material to the Amended Complaint and for  
13 some purposes, the JSC has been an agent of both Respondents UWUA and ICWUC. Except as  
14 expressly admitted, UWUA denies the remaining allegations of paragraph 5 of the Amended  
15 Complaint.

16           6.       (a)     UWUA admits that at some times material to the Amended Complaint, the  
17 individuals listed in this subparagraph held the positions set forth opposite their respective  
18 names. Except as expressly admitted, UWUA denies the remaining allegations of paragraph 6(a)  
19 of the Complaint.

20                   (b)     UWUA is without sufficient information to admit or deny the allegations  
21 of paragraph 6(b) of the Amended Complaint and, on that basis, denies each and every such  
22 allegation.

23           7.       UWUA admits the allegations of paragraph 7 of the Amended Complaint.

24           8.       (a)     UWUA admits the allegations of paragraph 8(a) of the Amended  
25 Complaint.

26                   (b)     UWUA admits the allegations of paragraph 8(b) of the Amended  
27 Complaint.

28     ///



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1. That the Complaint be dismissed in its entirety;
2. That the Charging Party and Counsel for the General Counsel take nothing by way of the Complaint;
3. That Respondent be awarded its attorneys' fees and costs herein;
4. For such other and further relief as the Administrative Law Judge and/or Board deem just and proper.

DATED: June 18, 2010

ELLEN GREENSTONE  
ROTHNER, SEGALL & GREENSTONE

By   
ELLEN GREENSTONE  
Attorneys for Respondent Utility Workers Union of  
America, AFL-CIO

CERTIFICATE OF SERVICE

I hereby certify that on the 18<sup>th</sup> day of June, 2010, a copy of the foregoing ANSWER TO AMENDED COMPLAINT OF RESPONDENT UTILITY WORKERS UNION OF AMERICA, AFL-CIO was sent by email and by regular U.S. Mail to the following persons and was filed electronically with NLRB Region 21:

Christopher M. Bissonnette  
Southern California Gas Company  
555 West 5<sup>th</sup> Street  
Los Angeles, California 90013  
[cbissonnette@sempra.com](mailto:cbissonnette@sempra.com)

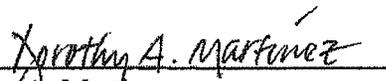
Attorney for Southern California Gas Company

James F. Small, Regional Director  
National Labor Relations Board  
Region 21  
888 South Figueroa Street, 9<sup>th</sup> Floor  
Los Angeles, California 90017-5449

[NLRBRegion21@nlrb.gov](mailto:NLRBRegion21@nlrb.gov)

Randall Vehar  
ICWUC/UFCW Assistant General Counsel  
1799 Akron-Peninsula Road, 3<sup>rd</sup> Floor, Room 6  
Akron, Ohio 44313

[Rvehar@ufcw.org](mailto:Rvehar@ufcw.org)

  
\_\_\_\_\_  
Dorothy A. Martinez

## **Exhibit 8**

1 ELLEN GREENSTONE  
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2 510 South Marengo Avenue  
Pasadena, California 91101-3115  
3 Telephone: (626) 796-7555  
Facsimile: (626) 577-0124  
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5 RANDALL VEHAR  
UFCW Assistant General Counsel/Counsel for ICWUC  
6 1799 Akron Peninsula Road  
Akron, Ohio 44313  
7 Telephone: (330) 926-1444  
Facsimile: (330) 926-0950  
8 E-mail: [Rvehar@ufcw.org](mailto:Rvehar@ufcw.org)

9 Attorneys for Respondent UWUA-ICWUC  
Joint Steering Committee

10  
11 UNITED STATES OF AMERICA  
12 BEFORE THE NATIONAL LABOR RELATIONS BOARD  
13 Region 21  
14

15 UTILITY WORKERS UNION OF AMERICA, ] CASE NO. 21-CB-14820  
AFL-CIO (UWUA); INTERNATIONAL ]  
16 CHEMICAL WORKERS UNION ]  
COUNCIL/UFCW (ICWUC); AND THE ]  
17 UWUA-ICWUC JOINT STEERING ]  
COMMITTEE, ]

18  
19 and

20 SOUTHERN CALIFORNIA GAS COMPANY ]  
21 ]  
22 ]

23  
24 ANSWER TO AMENDED COMPLAINT OF RESPONDENT  
UWUA-ICWUC JOINT STEERING COMMITTEE  
25

26 Respondent UWUA-ICWUC JOINT STEERING COMMITTEE (hereinafter "JSC"), for  
27 itself and no other person or entity, in response to the Amended Complaint dated June 4, 2010, in  
28 the above-captioned matter, admits, denies, and alleges as follows:

1           1.     (a)     JSC admits that an unfair labor practice charge was filed by Southern  
2 California Gas Company ("Employer"). Except as expressly admitted, JSC is without sufficient  
3 information to admit or deny the remaining allegations in paragraph 1(a) of the Amended  
4 Complaint and, on that basis, denies each and every such allegation.

5                     (b)     JSC admits that an amended charge was filed by the Employer. Except as  
6 expressly admitted, JSC is without sufficient information to admit or deny the remaining  
7 allegations in paragraph 1(b) of the Amended Complaint and, on that basis, denies each and  
8 every such allegation.

9           2.     (a)     JSC admits the allegations of paragraph 2(a) of the Amended Complaint.

10                    (b)     JSC admits the allegations of paragraph 2(b) of the Amended Complaint.

11           3.     JSC admits the allegations of paragraph 3 of the Amended Complaint.

12           4.     JSC admits the allegations of paragraph 4 of the Amended Complaint.

13           5.     JSC admits that at some times material to the Amended Complaint and for some  
14 purposes, JSC has been an agent of both Respondents UWUA and ICWUC. Except as expressly  
15 admitted, JSC denies the remaining allegations of paragraph 5 of the Amended Complaint.

16           6.     (a)     JSC admits that at some times material to the Amended Complaint, the  
17 individuals listed in this subparagraph held the positions set forth opposite their respective  
18 names. Except as expressly admitted, JSC denies the remaining allegations of paragraph 6(a) of  
19 the Complaint.

20                    (b)     JSC admits that at some times material to the Amended Complaint, the  
21 individuals listed in this subparagraph held the positions set forth opposite their respective  
22 names. Except as expressly admitted, JSC denies the remaining allegations of paragraph 6(b) of  
23 the Complaint.

24           7.     JSC admits the allegations of paragraph 7 of the Amended Complaint.

25           8.     (a)     JSC admits the allegations of paragraph 8(a) of the Amended Complaint.

26                    (b)     JSC admits the allegations of paragraph 8(b) of the Amended Complaint.

27           9.     (a)     JSC admits that, on or about January 31, 2009, the Employer and  
28 Respondents reached complete agreement on terms and conditions of employment of employees

1 in the Unit and that such agreement was embodied in a written agreement executed by  
2 Respondents and the Employer on January 31, 2009. Except as expressly admitted, UWUA  
3 denies the remaining allegations of paragraph 9(a) of the Complaint.

4 (b) JSC denies the allegations of paragraph 9(b) of the Amended Complaint.

5 (c) JSC denies the allegations of paragraph 9(c) of the Amended Complaint.

6 10. JSC denies the allegations of paragraph 10 of the Amended Complaint.

7 11. JSC denies the allegations of paragraph 11 of the Amended Complaint.

8 AFFIRMATIVE DEFENSES

9 1. The Amended Complaint fails to state facts sufficient to constitute a violation of  
10 the National Labor Relations Act, as amended.

11 2. The Amended Complaint is barred in whole or in part by the statute of limitations  
12 in Section 10(b) of the Act. To the extent the Amended Complaint alleges that the January 31,  
13 2009, written agreement was not a valid, written, executed collective bargaining agreement  
14 embodying the terms and conditions of employment of employees in the Unit agreed upon by the  
15 Employer and Respondents, the charge filed in this matter was filed more than six (6) months  
16 after January 31, 2009.

17 3. The Amended Complaint is barred in whole or in part by the statute of limitations  
18 in Section 10(b) of the Act. To the extent the Amended Complaint alleges that conduct dating  
19 from November 12, 2009, the charge and/or amended charge in this case was/were filed more  
20 than six (6) months after the alleged violation against Respondents.

21 4. The conduct which is alleged in the Amended Complaint is the subject of a  
22 pending grievance and arbitration; therefore, the unfair labor practice charge in this case should  
23 properly be deferred pursuant to Board case law and procedure.

24 WHEREFORE, Respondents request the following relief:

25 1. That the Complaint be dismissed in its entirety;

26 2. That the Charging Party and Counsel for the General Counsel take nothing by way  
27 of the Complaint;

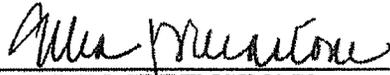
28 3. That Respondents be awarded their attorneys' fees and costs herein;

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4. For such other and further relief as the Administrative Law Judge and/or Board deem just and proper.

DATED: June 18, 2010

ELLEN GREENSTONE  
RANDALL VEHAR

By   
ELLEN GREENSTONE  
Attorneys for Respondent UWUA-ICWUC Joint  
Steering Committee

CERTIFICATE OF SERVICE

I hereby certify that on the 18<sup>th</sup> day of June, 2010, a copy of the foregoing ANSWER TO AMENDED COMPLAINT OF RESPONDENT UWUA-ICWUC JOINT STEERING COMMITTEE was sent by email and by regular U.S. Mail to the following persons and was filed electronically with NLRB Region 21:

Christopher M. Bissonnette  
Southern California Gas Company  
555 West 5<sup>th</sup> Street  
Los Angeles, California 90013  
[cbissonnette@sempra.com](mailto:cbissonnette@sempra.com)

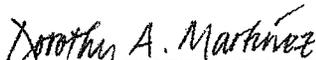
Attorney for Southern California Gas Company

James F. Small, Regional Director  
National Labor Relations Board  
Region 21  
888 South Figueroa Street, 9<sup>th</sup> Floor  
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Dorothy A. Martinez