

**UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY**

**Department of the Navy
Naval District Washington
Naval Air Station
Patuxent River, Maryland
-Respondent**

-and-

Case No. WA-CA-09-0624

**International Association of Firefighters,
Local F121
-Charging Party**

**SETTLEMENT AGREEMENT
(Agency Respondent)**

The undersigned Agency and the undersigned Charging Party in settlement of the above matter, and subject to the approval of the Regional Director on behalf of the Federal Labor Relations Authority,

HEREBY AGREE AS FOLLOWS:

POSTING OF NOTICE - The Agency will post copies of the Notice To All Employees (Notice), attached hereto and made a part hereof, in conspicuous places, including all bulletin boards and other places where notices to employees are customarily posted, at the three (3) Patuxent River Fire stations, for a period of at least sixty (60) days from the date of posting. The Notice will be signed by the Naval District Washington, Naval Air Station, Patuxent River, Maryland (Navy) Fire Chief, Chief Deana L. Hayes.

OTHER ACTION TO BE TAKEN - Respondent will compensate civilian firefighters for lost overtime pay due to the unilateral integration of military reservists into the workforce from on or about July 1, 2009 through September 30, 2009. Respondent will not compensate any civilian firefighters who are exempt from ordinarily earning overtime rates i.e., Fire Inspectors and Training Officers. The compensation will be in accordance with the Back Pay Act, 5 USC Section 5596, and will include the payment of interest.

REFUSAL TO ISSUE COMPLAINT - In the event the Charging Party fails or refuses to become a party to this Agreement, and if the Regional Director concludes that it will effectuate the policies of Chapter 71 of Title 5 of the U.S.C., he shall decline to issue a Complaint herein and this Agreement shall be between the Agency and the undersigned Regional Director. A review of such action may be obtained pursuant to Section 2423.11(b)(2) of the Regulations of the Federal Labor Relations Authority if an

appeal is filed within twenty-five (25) days thereof. This Agreement is contingent upon the General Counsel sustaining the Regional Director's action in the event of an appeal. Approval of this Agreement by the Regional Director shall constitute withdrawal of any Complaint(s) and Notice of Hearing heretofore issued in this case.

COMPLIANCE WITH NOTICE - The Agency will comply with all terms and provisions of the Notice.

PERFORMANCE - Performance by the Agency of the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director or, in the event the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Agency of advice that no appeal has been filed or that the General Counsel has sustained the Regional Director.

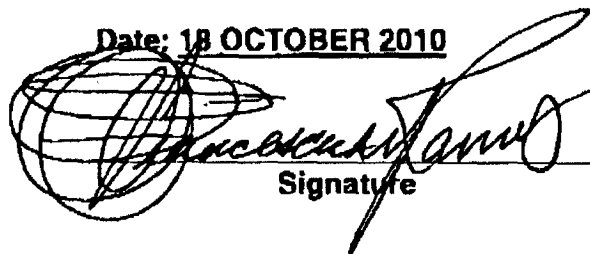
NOTIFICATION OF COMPLIANCE - The undersigned parties to this Agreement will notify the Regional Director in writing what steps the Agency has taken to comply herewith. Such notification shall be made within fifteen (15) days, and again after sixty (60) days, from the date of the approval of this Agreement, or, in the event the Charging Party does not enter into this Agreement, after the receipt of advice that no appeal has been filed or that the General Counsel has sustained the Regional Director.

COMPLIANCE WITH SETTLEMENT AGREEMENT - Contingent upon compliance with the terms and provisions hereof, no further action shall be taken in the above case.

Department of the Navy
Naval District Washington
Naval Air Station
Patuxent River, Maryland
Respondent

By: Francesca M. Ramos, Agency Representative

Date: 18 OCTOBER 2010



Signature

International Association of
Firefighters, Local F121
Charging Party

By: Gregory A. Russell, President

Date: Oct 18, 2010

//Signed GAR//

Signature

Date Approved: October 18, 2010

By: Gerald M Cole
Gerald M. Cole
San Francisco Regional Director

NOTICE TO ALL EMPLOYEES

POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY A REGIONAL DIRECTOR OF THE FEDERAL LABOR RELATIONS AUTHORITY

On or about July 1, 2009, the Department of the Navy, Naval District Washington, Naval Air Station, Patuxent River, Maryland (Navy), unilaterally integrated military reservists into the workforce. Additionally, on June 30, 2009, the Navy conducted an All Hands meeting with civilian firefighters on the B Shift regarding the use of military reservists, without providing the International Association of Firefighters, Local F121 (IAFF Local F121) advance notice and the opportunity to be represented.

WE HEREBY NOTIFY OUR EMPLOYEES THAT:

WE WILL NOT unilaterally change working conditions by integrating military reservists into the workforce, without completing bargaining obligations under the Federal Service Labor-Management Relations Statute (Statute).

WE WILL NOT fail to provide IAFF, Local F121 with advance notice and the opportunity to be represented at formal discussions with bargaining unit employees concerning any grievance or any personnel policy or practices or other general conditions of employment.

WE WILL NOT in any like or related manner, interfere with, restrain, or coerce our employees in the exercise of their rights assured by the Statute.

WE WILL compensate civilian firefighters for lost overtime pay due to the unilateral integration of military reservists into the workforce from on or about July 1, 2009 through September 30, 2009. The compensation will be in accordance with the Back Pay Act, 5 USC Section 5596, and will include the payment of interest.

**Department of the Navy
Naval District Washington
Naval Air Station
Patuxent River, Maryland
(Agency or Activity)**

Dated: _____

By: _____
**Naval District Washington, Naval Air
Station, Patuxent River, Maryland (Navy)
Fire Chief, Chief Deana L. Hayes**

(Signatory)

**THIS IS AN OFFICIAL NOTICE
THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING,
AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL.**

If employees have any question concerning this Notice or compliance with its provisions, they may communicate directly with the Regional Director for the Federal Labor Relations Authority whose address is:

Federal Labor Relations Authority, San Francisco Region
901 Market Street, Suite 220, San Francisco, CA 94109
Telephone: (415) 358-5000.
Case No. WA-CA-09-0624

Agreed: Gregory Russell, //Signed GAR//

Agreed: Francesca M. Ramos, Agency Representative

JAR 10/18/2010

**UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY
SAN FRANCISCO REGION**

**DEPARTMENT OF THE NAVY
NAVAL DISTRICT WASHINGTON
NAVAL AIR STATION
PATUXENT RIVER, MARYLAND
-Respondent**

Case No. WA-CA-09-0624

-and-

**INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL F-121, AFL-CIO
-Charging Party**

GENERAL COUNSEL'S PREHEARING DISCLOSURE STATEMENT

Pursuant to section 2423.23 of the Authority's Regulations, Counsel for the General Counsel submits the following: (A) proposed witness list including a synopsis of the expected testimony for each witness; (B) copies of documents with an index that are proposed to be offered into evidence; and a (C) statement setting forth the theory of the case, including the relief sought. At hearing, Counsel for the General Counsel will amend the Complaint and Notice of Hearing (Complaint) by deleting "*Federal*" from the Charging Party's name.

A. Proposed Witness List

1. Gregory A. Russell, IAFF, Local F-121 President

Russell will testify about the change, and his dealings with management between June 24 and August 3, 2009, including the July 23 meeting.¹ During that meeting, management informed Russell that they were trying to cut down on overtime expenses, and that by utilizing the military reservists they saved money. Russell's testimony will reference most of the Joint Exhibits. Further, Russell will testify about adverse impact, specifically the monetary loss of unscheduled overtime by civilian fire fighters due to Respondent's use of military reservists. Russell, using the duty rosters, will testify regarding the clearly definable unscheduled overtime procedure that identifies which

¹ Russell attended fire training from May 31 to June 13, 2009 in Doylestown, Pennsylvania. (G. C. Exh. Nos. 2-4).

civilian fire fighter would have worked the unscheduled overtime. Russell will also testify about OPNAV Instruction 11340.23F (Jt. Exh. No. 21), certification requirements, and how they related to the bargaining. In addition, Russell will testify how the military reservists were used by Respondent, and how civilian fire fighters filled vacancies in the past to earn unscheduled overtime.

2. Darryl R. Randall, A Shift Fire Fighter and Local Vice President at Pax River

Randall will testify about his initial contact with management, and referring the military reservist matter to Russell. Further, Randall will testify concerning the July 1, 2009 implementation of the change, and the utilization of military reservists on the A shift. Randall will further testify concerning summer civilian fire fighter vacancies, including 2009; the filling of summer vacancies in the past with permanent employees and the first time use of military reservists; minimum manning requirements; and, increased fire station rotation by civilian fire fighters. Randall will also testify that during a July 1 A shift meeting with Pax River Fire Chief Hayes, she stated that the military reservists were there to help alleviate (unscheduled) overtime. Randall, using the duty rosters, will testify regarding the clearly definable unscheduled overtime procedure that identifies which civilian fire fighter would have worked the unscheduled overtime. Finally, Randall will testify regarding the adverse monetary impact to the civilian fire fighters based on the loss of unscheduled overtime.

3. Richard W. Wilson, B Shift Fire Fighter

Wilson will testify about the fire fighters shifts; summer unscheduled overtime pay, including his; and the cyclical nature of vacancies, vacation, and increased air field testing.² Further, Wilson will testify concerning the July 1, 2009 implementation of the change, and the utilization of military reservists on the B shift. Wilson also will testify regarding the adverse monetary impact to the civilian fire fighters based on the loss of unscheduled overtime. Finally, Wilson will testify that during the June 30 B Shift All Hands Meeting, Fire Chief Hayes stated that she used military reservists at her last command, and their use would alleviate civilian fire fighter (unscheduled) overtime.

² Wilson would have testified about the June 30, 2009 B Shift All Hands Meeting conducted by Fire Chief Hayes, if Respondent had not admitted that the meeting constituted a formal discussion.

B. Index of Proposed Documents to be Offered into Evidence

On October 5, the parties agreed to a Joint Exhibits Stipulation that contains 21 documents. That Stipulation contains the collective bargaining agreement (CBA) (Jt. Exh. No. 2); and duty rosters for July, August, and September 2009. (Jt. Exh. Nos. 18-20). The entire CBA, and all duty rosters will be provided at hearing.

The Joint Exhibits are:

1. Certification of Representative, dated March 23, 2005
2. Collective Bargaining Agreement
3. March 5, 2009 Memorandum from District Fire Chief Lea Hayes
4. June 10, 2009 email from Anthony Tranumn
5. Local President Gregory A. Russell's calendar entries from June 22 to June 28, 2009
6. June 25, 2009 email, with attachment, from NDW Labor Relations Specialist Thomas O. Crane to Russell
7. June 25 Intent to Negotiate the Use of Reserve Fire Fighters from Russell to Crane
8. June 26 Use of U.S. Navy Reservists at NAS Patuxent River Fire & Emergency Services from Chief Hayes to Crane, and to Russell
9. June 29, 2009 email from Crane to Russell
10. June 30, 2009 email from Russell to Crane
11. Russell's calendar entries from June 29 to July 1, 2009, with attachment
12. July 1, 2009 email from Vice President Darryl Randall to Russell
13. July 2, 2009 email from Richard Wilson to Russell
14. July 6, 2009 Notice of Intent to File ULP email from Russell to Crane
15. July 9, 2009 IAFF Local F121 Bargaining Proposals
16. Russell's calendar entries from July 20 to 26, 2009
17. August 3, 2009 Navy Counter Proposals
18. July 2009 Duty Rosters
19. August 2009 Duty Rosters
20. September 2009 Duty Rosters

21. OPNAV Instruction 11320.23F, Chapter 3, pages 17-18, February 22, 2000; and, Change Transmittal 1, April 25, 2001; and, Change Transmittal 2, May 28, 2004

The following is an index of proposed General Counsel Exhibits offered in this case, copies of which are attached including the Formal Documents. The undersigned reserves the right to submit additional documents concerning new matters, which are raised by Respondent during the Prehearing Conference, on rebuttal following presentation of Respondent's case at hearing, or through a subpoena duces tecum.

The General Counsel's Exhibits are:

1(a) through 1(e) – Formal Documents

2. - Russell's calendar from June 1 through 14, 2009

3. - Russell's May 31 through June 13, 2009 Voucher

4. - Russell's fire training certifications

5. - Battalion Chief Operations Charles Adams' July 26 email to Fire Chief Hayes

6. - Fire Chief Hayes' July 27 email to Adams

C. Theory of the Case and Relief Sought

Theory of the Case: On July 1, 2009, Respondent violated section 7116(a)(1) and (5) of the Statute when it unilaterally integrated military reservist firefighters into the civilian firefighting workforce, without affording the Charging Party an opportunity bargain to the extent required by law. Respondent only afforded the Charging Party post implementation bargaining rights. The adverse impact is the loss of *unscheduled* overtime for the civilian fire fighters.

Further, on June 30, 2009, Respondent violated section 7116(a)(1) and (8) when it conducted a formal discussion with B Shift employees concerning the unilateral integration of military reservists into the civilian firefighting workforce. Respondent has admitted that the June 30, 2009 All Hands Meeting with the B shift civilian fire fighters constituted a formal discussion, and has executed a stipulation admitting the violation. Respondent's stipulation to the formal discussion violation is attached to this statement.

The evidence will show that in or about February 2009, District Chief Lea Hayes assumed her command at Pax River. Hayes had used military reservists at her prior command. On March 5, 2009, Hayes forwarded a memo to the Battalion Chiefs stating that Navy Reserve firefighters would be assigned to the civilian firefighting workforce

during the 4th quarter of 2009. The military reservists would be used in vacant civilian firefighter positions until those positions were staffed through the human resources recruitment process. The shortage of civilian firefighters during the summer was a regular occurrence at Pax River. The military reservists would not be part of the civilian firefighters scheduled overtime rotation.

On June 10, the \$146,000 in funding was approved for the military reservist firefighters. The reserve force, not the Region, provided the funding. Thus, no funding costs were borne by Pax River. The email stated that funding was provided for 4-5 military reservists, but ultimately 6 reservists were funded.

On June 24, the Charging Party was orally informed by management about the planned use of military reservist firefighters. NDW Regional Fire Chief Edward Stillwell told IAFF Local F-121 President Gregory Russell that there was nothing he could do about it, and that Hayes was the lead. Stillwell further stated that he would ensure that the Charging Party received notice of the change.

On June 25, NDW Labor Relations Specialist Thomas Crane forwarded an email to Russell. Crane stated that *management would entertain post implementation bargaining after receiving the appropriate impact and implementation proposals by July 10*. The military reservists were scheduled to begin on July 1. Crane further stated that Stillwell did not envision that the temporary use of reserve firefighters would adversely affect the working conditions of the civilian firefighters.

On June 25, Russell submitted an *Intent to Negotiate the Use of Reserve Fire Fighters* to Crane. The Charging Party stated that Respondent had an obligation to maintain the *status quo*, and continue the current policies and practices. Russell explicitly stated that the Charging Party did not agree to post implementation bargaining, and that a ULP charge or other appropriate action would be taken if Respondent moved forward with the planned changes without satisfying its bargaining obligation. The parties' practice was to afford the Charging Party a minimum of 14 days from receipt of written notice to respond.

On June 26, Hayes emailed Crane to inform him that the military reservists would be used in vacant positions on firefighting apparatus where civilian vacancies existed. The reservists would be used until those positions were staffed through the HR recruitment

process. The reservists would be assigned to each shift, work a 24/24 hour schedule, but would not be part of any (scheduled) overtime rotation. The reservists would also supplement staffing to allow management to schedule "use or lose" annual leave. No civilian firefighter was to lose annual leave due to manpower shortage, and the supervisors were directed to develop a plan to ensure that "use or lose" was scheduled.

On June 30, Russell emailed Crane, and again requested to bargain. Russell disagreed with Respondent's post implementation bargaining position, and questioned the supervisor's development of a "use or lose" leave plan. That day, Hayes met with the B Shift employees for about an hour, which was primarily devoted to the integration of military reservist firefighters into the civilian workforce. But the Charging Party was not provided notification of the meeting. During the meeting, Hayes stated that she used military reservists at her last command, and their use would alleviate civilian fire fighter (unscheduled) overtime.

On or about July 1, the change was implemented. The military reservists were assigned to train for 1 to 2 weeks. During a July 1 meeting with the A shift employees, Hayes stated that the military reservists were there to help alleviate (unscheduled) overtime. On July 6, the Charging Party provided pre-charge notification of Fire Chief Hayes' June 30 formal discussion with the B Shift.

On July 9, Russell submitted timely impact and implementation bargaining proposals, and provided pre-charge notification concerning the change. On July 10, the first military reservist firefighter was integrated into the civilian firefighter workforce, and utilized for staffing. This integration of military reservists into the civilian workforce lessened the amount of unscheduled overtime that was available to the civilian firefighters.

On July 23, the parties met to discuss the Charging Party's bargaining proposals. Stillwell told Russell that the justification for using military reservists was to lessen overtime expenses and save money. On August 3, Crane submitted Respondent's counter proposals, and a draft memorandum of understanding (MOU). The Charging Party refused to sign the MOU because it did not agree with a number of management proposals, and Pax River had implemented the change prior to the completion of bargaining. On or about September 30, 2009, the use of military reservists ended.

The San Francisco Region concluded that Respondent's unilateral integration of military reservist firefighters into the civilian workforce had more than *de minimis* actual impact on bargaining unit employees due to lost unscheduled overtime. *See, U.S. Dep't of Health and Human Serv., Soc. Sec. Admin., Balt., Md., 37 FLRA 278, 288-293 (1990)* (agency's failure to engage in impact and implementation bargaining before reassigning the employee resulted in a loss of overtime pay; once the causal nexus is established, the question concerning the amount of back pay owed, as opposed to the issue of whether the back pay should be ordered, is a matter of compliance). Accordingly, Respondent was required to give the Charging Party prior notice and an opportunity to bargain over the change, not simply the right to engage in post implementation bargaining. Respondent's conduct violated section 7116(a)(1) and (5) of the Statute. *Fed. Bureau of Prisons, Fed. Corr. Inst., Bastrop, Tex., 55 FLRA 848, 855 (1999)* (respondent foreclosed bargaining over the impact and implementation of its decision).

In addition, the June 30 meeting with the B Shift firefighters constituted a formal discussion. The evidence reveals that Fire Chief Hayes rarely conducted meetings; the meeting was held in the Training Room-a more formal venue; it lasted about an hour; there was a formal agenda to discuss the integration of military reservist firefighters into the civilian workforce; and, attendance was mandatory. *Luke Air Force Base, Az., 54 FLRA 716, 722-23 (1998)*.

Relief Sought³ As remedy, Counsel for the General Counsel will seek compensation for lost unscheduled overtime pay due to the unilateral integration of military reservists into the civilian firefighting workforce from on or about July 1, 2009 through the end of the reservists' tour of duty on September 30, 2009. The duty rosters plainly state which civilian fire fighters would have worked the unscheduled overtime. The compensation will be in accordance with the Back Pay Act, 5 USC Section 5596, and will include the payment of interest. Further, the Region will seek a Notice signed by the NDW Commandant that is posted at all NDW firehouses.

³ Counsel for the General Counsel reserves the right to amend the relief requested, and will promptly notify Respondent's representative of such action.

Dated: October 7, 2010

Respectfully submitted,

A handwritten signature in black ink, reading "John R. Pannozzo, Jr.", with a stylized, cursive script.

John R. Pannozzo, Jr.
Counsel for the General Counsel
FLRA, San Francisco Region
901 Market Street, Suite 220
San Francisco, California 94103
Telephone: (415) 356-5000 x 2021
Fax: (415) 356-5017
Email: jpannozzo@flra.gov

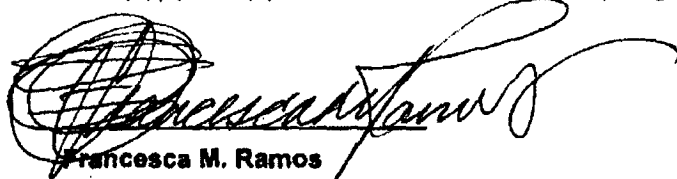
RESPONDENT'S STIPULATION CONCERNING THE JUNE 30, 2009 FORMAL DISCUSSION

Respondent admits that on Tuesday, June 30, 2009, beginning at 12:30 p.m., District Chief Lea Hayes conducted a formal discussion, within the meaning of 5 USC section 7114(a)(2)(A), with the B Shift civilian fire fighters at Pax River. This All Hands Meeting (meeting) lasted about an hour, and involved the integration of military reservist fire fighters into the civilian fire fighter workforce. Thus, the subject matter of the meeting concerned grievances, personnel policies, practices, or working conditions.

Approximately 17 civilian fire fighters attended the session from stations #1 and #2. The meeting took place in the Fire Station Training Room at Pax River. Battalion Chief Charles Adams orally notified the civilian fire fighters about the meeting around noontime. This mandatory meeting, which was described in paragraph 12 of the Complaint and Notice of Hearing (Complaint), was formal in nature; had an agenda; and, was conducted by District Chief Hayes. The meeting was held without affording the Charging Party an opportunity to be represented as alleged in paragraph 14 of the Complaint.

During the meeting, District Chief Hayes stated that she had received several messages from Pax River civilian fire fighters voicing their displeasure with the decision to have military reservists supplement the manpower at the fire department over the next several months. District Chief Hayes further stated that she had used military reservists at her last command; their use would alleviate civilian fire fighter overtime; and, they would be there for 3 months. A fire fighter asked about the use of intermittent or temporary fire fighters. This had been done in the past, and helped several employees gain permanent status. District Chief Hayes stated that she would look into it. She was also asked about the hiring process, and responded that there were several entities they had to go through and there was no streamline process in place.

Respondent's conduct failed to comply with section 7114(a)(2)(A) of the Statute as alleged in paragraph 15 of the Complaint. Further, Respondent's conduct violated section 7116(a)(1) and (8) of the Statute as alleged in paragraph 16 of the Complaint.



Francesca M. Ramos

Labor-Management Relations Specialist

Dated: 10/6/2010

**UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY
SAN FRANCISCO REGION**

**DEPARTMENT OF THE NAVY
NAVAL DISTRICT WASHINGTON
NAVAL AIR STATION
PATUXENT RIVER, MARYLAND
-Respondent**

Case No.WA-CA-09-0624

-and-

**INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL F-121, AFL-CIO
-Charging Party**

FORMAL DOCUMENTS INDEX

- G.C. Exhibit 1(a) - Unfair Labor Practice Charge, dated September 11, 2009**
- G.C. Exhibit 1(b) - Amended Unfair Labor Practice Charge, dated May 27, 2010**
- G.C. Exhibit 1(c) - Complaint and Notice of Hearing, dated August 20, 2010**
- G.C. Exhibit 1(d) - Answer, dated September 13, 2010**
- G.C. Exhibit 1(e) - Notice Setting Location of Hearing, dated October 7, 2010**



UNITED STATES OF AMERICA
 FEDERAL LABOR RELATIONS AUTHORITY
CHARGE AGAINST AN AGENCY

FOR FLRA USE ONLY

Case No. WA-CA-09-0624

Date Filed 9/11/09

Complete instructions are on the back of this form.

1. Charged Activity or Agency Name: Naval Dist of Washington Address: 1411 Parsons Ave SE Suite 300 WNY DC 20734 Tel.#: (202) 433-2572 Ext. <u>20374</u> Fax#: (202) 433-2207	2. Charging Party (Labor Organization or Individual) Name: IAFF Local F121 Address: PO Box 3215 Annapolis, MD 21403 Tel.#: 4434961590 Ext. Fax#: 4102935670
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3. Charged Activity or Agency Contact Information Name: Frank Vitacco Title: Director, Labor Employee Relation Address: SAME Tel.#: (202) 433-4946 Ext. Fax#: ()	4. Charging Party Contact Information Name: Gregory Russell Title: President, IAFF Local F121 Address: SAME Tel.#: ((443) 496-1590 Ext. Fax#: (410) 293-5670
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5. Which subsection(s) of 5 U.S.C. 7116(a) do you believe have been violated? [See reverse] (1) and (5)

6. Tell exactly WHAT the activity (or agency) did. Start with the DATE and LOCATION, state WHO was involved, including titles.
 On or about July 1, 2009 and continuing thereafter, the agency violated section 7116 (a)(1) & (5) of the Statute by unilaterally implementing the integration of military fire fighters with civilian bargaining unit employees, without giving the Union adequate advanced notice and only offering to engage in post-implementation bargaining.

The Union never waived its right to bargain prior to implementation and did not agree to post-implementation bargaining.

The agency and the Union met for the first time to discuss this issue on July 23, 2009 which was after the agency unilaterally made the change.

To date, the Union and the Agency have not come to any agreement on this matter.

On June 30 & July 1, 2009, the agency violated 7116(a)(1),(5)&(B) when Chief Hayes held formal discussions with unit employees over matters related to the implementation of the change concerning the integration of military fire fighters within the civilian unit.

G. C. Exhibit 1(a)

7. Have you or anyone else raised this matter in any other procedure? No Yes [if yes, where? (see reverse)]

8. I DECLARE THAT I HAVE READ THIS CHARGE AND THAT THE STATEMENTS IN IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF, I UNDERSTAND THAT MAKING WILLFULLY FALSE STATEMENTS CAN BE PUNISHED BY FINE AND IMPRISONMENT, 18 U.S.C. 1001. THIS CHARGE WAS SERVED ON THE PERSON IDENTIFIED IN BOX #3 BY (check "x" box) Fax 1st Class Mail In Person
 Commercial Delivery Certified Mail

Gregory Russell

GRussell

09/11/2009

Type or Print Your Name

Your Signature

Date



UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
AMENDED
CHARGE AGAINST AN AGENCY

FOR FLRA USE ONLY

Case No. **WA-CA-09-0624**

Date Filed **MAY 27, 2010**

Complete instructions are on the back of this form.

<p>1. Charged Activity or Agency Name: Naval Dist of Washington Address: 1411 Parsons Ave, SE Suite 300 WNY, DC 20734 Tel.#: (202) 433-2572 Ext. Fax#: (202) 433-2207</p>	<p>2. Charging Party (Labor Organization or Individual) Name: IAFF Local F121 Address: PO Box 3215 Annapolis, MD 21403 Tel.#: 443 496-1590 Ext. Fax#: (410) 496-3010</p>
<p>3. Charged Activity or Agency Contact Information Name: Frank Vitacco Title: Director, LER Address: Same Tel.#: (202) 433-4946 Ext. Fax#: ()</p>	<p>4. Charging Party Contact Information Name: Gregory Russell Title: President, IAFF Local F121 Address: Same Tel.#: ((443) 496-1590 Ext. Fax#: (410) 496-3010</p>

5. Which subsection(s) of 5 U.S.C. 7116(a) do you believe have been violated? [See reverse] (1) and 5 & 8

6. Tell exactly WHAT the activity (or agency) did. Start with the DATE and LOCATION, state WHO was involved, including titles.
 On or about July 1, 2009 and continuing thereafter, the agency violated section 7116(a)(1)&(5) of the statute by unilaterally implementing the integration of military fire fighters with the civilian bargaining unit employees without giving the union adequate advanced notice and only offering to engage in post-implementation bargaining.
 The Union never waived its right to bargain prior to implementation and did not agree to post-implementation bargaining.
 The agency and the union met for the first time to discuss this issue on July 23, 2009 which was after the agency unilaterally made the change.
 To date, the union and the agency have not come to any agreement on this matter.
 On June 30, 2009, the agency violated 7116(a)(1)&(8) when Chief Hayes held a formal discussion with unit members assigned to "B" Shift over matters related to the implementation of the change concerning the integration of military fire fighters within the civilian unit.

G. C. Exhibit 1(b)

7. Have you or anyone else raised this matter in any other procedure? No Yes If yes, where? [see reverse]

8. I DECLARE THAT I HAVE READ THIS CHARGE AND THAT THE STATEMENTS IN IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND THAT MAKING WILLFULLY FALSE STATEMENTS CAN BE PUNISHED BY FINE AND IMPRISONMENT, 18 U.S.C. 1001. THIS CHARGE WAS SERVED ON THE PERSON IDENTIFIED IN BOX #3 BY [check "x" box] Fax 1st Class Mail In Person
 Commercial Delivery Certified Mail

Gregory Russell *GRussell* 05/27/2010
 Type or Print Your Name Your Signature Date

**UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY
SAN FRANCISCO REGION**

**DEPARTMENT OF THE NAVY
NAVAL DISTRICT WASHINGTON
NAVAL AIR STATION
PATUXENT RIVER, MARYLAND
-Respondent**

Case No. WA-CA-09-0624

-and-

**INTERNATIONAL ASSOCIATION OF FEDERAL
FIREFIGHTERS LOCAL F-121, AFL-CIO
-Charging Party**

COMPLAINT AND NOTICE OF HEARING

1. This unfair labor practice complaint and notice of hearing is issued under 5 U.S.C. §§ 7101-7135 and 5 C.F.R. Chapter XIV.
2. The Department of the Navy, Naval District Washington, Naval Air Station, Patuxent River, Maryland (Respondent) is an agency under 5 U.S.C. § 7103(a)(3).
3. The International Association of Federal Firefighters, Local F-121, AFL-CIO (Charging Party) is a labor organization under 5 U.S.C. §7103(a)(4), and the exclusive representative of a unit of employees appropriate for collective bargaining at the Respondent.
4. The Charging Party filed the original charge in Case No. WA-CA-09-0624 with the Washington Regional Director on September 11, 2009, and the amended charge with the San Francisco Regional Director on May 27, 2010. This case was transferred to the San Francisco Region on November 18, 2009.
5. Copies of the charges described in paragraph 4 were served on the Respondent.
6. During the time period covered by this complaint, the following people listed below occupied the positions opposite their names:

Lea Hayes	-	District Chief
Edward Stillwell	-	NDW Regional Fire Chief

7. During the time period covered by this complaint, the people named in paragraph 6 were supervisors or management officials under 5 U. S. C. §7103(a)(10) and/or (11).
8. During the time period covered by the complaint, the people named in paragraph 6 were acting on behalf of Respondent.
9. On June 10, 2009, the funding for military reserve firefighters at Respondent was approved for the 4th quarter so that military reservists would be used in vacant civilian firefighter positions until those positions could be staffed.
10. On June 25, 2009, Respondent, through Crane, notified the Charging Party that military reservist firefighters would be integrated into the civilian workforce on July 1, 2009, but Respondent would only entertain post implementation bargaining with the Charging Party if negotiable proposals were submitted by July 10, 2009.
11. On June 25, 2009, the Charging Party requested to bargain over the change, objected to only being afforded post implementation bargaining rights, and requested that Respondent maintain the *status quo* until Respondent satisfied its statutory bargaining obligation.
12. On June 30, 2009, Respondent, through Hayes, conducted an All Hands Meeting with civilian firefighters on the B Shift concerning the integration of military reservist firefighters into the civilian firefighter workforce.
13. The meeting described in paragraph 12 was formal in nature. The meeting was mandatory; lasted about an hour; had an agenda; and, was conducted by Hayes.
14. The meeting described in paragraphs 12 and 13 was held without affording the Charging Party an opportunity to be represented.

15. By the conduct described in paragraphs 12 through 14, the Respondent failed to comply with 5 U.S.C. § 7114(a)(2)(A).

16. By the conduct described in paragraphs 12 through 15, the Respondent committed an unfair labor practice in violation of 5 U.S.C. § 7116(a)(1) and (8).

17. On or about July 1, 2009, Respondent, through Hayes, Stillwell and others, unilaterally integrated the military reservist firefighters into the civilian firefighting workforce.

18. On July 9, 2009, the Charging Party submitted bargaining proposals, and again requested that Respondent maintain the *status quo*.

19. On or about July 10, 2009, the military reservist firefighters began performing shift work, which caused civilian firefighters to lose unscheduled overtime pay until on or about October 1, 2009.

20. The Charging Party was not afforded an opportunity to bargain, to the extent required by law, over the change described in paragraph 17.

21. By the conduct described in paragraphs 10, 17, 19, and 20, the Respondent committed an unfair labor practice in violation of 5 U.S.C. § 7116(a)(1) and (5).

A HEARING ON THIS COMPLAINT WILL BE HELD before an Administrative Law Judge of the Federal Labor Relations Authority on October 21, 2010 at 9:00 a.m. at the Federal Labor Relations Authority, Second Floor Conference Room, 1400 K Street, NW, Second Floor, Washington, D.C.. The Respondent has the right to appear and present testimony and evidence at the hearing.

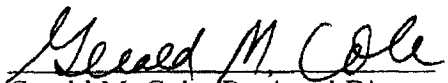
To answer this complaint, the Respondent must comply with the filing and service requirements set forth in 5 C.F.R. Part 2429 and file an original and 4 copies of any answer with the:

Charles R. Center, Chief Administrative Law Judge
Office of the Administrative Law Judges
Federal Labor Relations Authority
1400 K Street, NW, Suite 300
Washington, D.C. 20424-0001

The answer shall admit, deny, or explain each allegation of this complaint. If the Respondent has no knowledge of an allegation or insufficient information as to its truthfulness, the answer shall so state. Absent a showing of good cause to the contrary, a failure to file an answer or respond to any allegation shall constitute an admission. See 5 C.F.R. § 2423.20(b).

The Respondent must serve any answer on the Chief Administrative Law Judge, the FLRA Regional Director, the Charging Party and all other parties at the addresses on the attached Certificate of Service. An answer filed in person must be received by the Office of Administrative Law Judges no later than **September 14, 2010**. An answer filed by mail must be mailed and postmarked by **September 14, 2010**. The date of filing shall be determined by the postmark date. If no postmark is evident on the mailing, it shall be presumed to have been mailed five (5) days prior to receipt. 5 C.F.R. §2429.21(b).

Date: August 20, 2010


Gerald M. Cole, Regional Director
Federal Labor Relations Authority
San Francisco Region
901 Market Street, Suite 220
San Francisco, California 94103

Attachment: Certificate of Service



DEPARTMENT OF THE NAVY
HUMAN RESOURCES SERVICE CENTER, SOUTHWEST
525 B STREET SUITE 600
SAN DIEGO, CA 92101-4418

IN REPLY REFER TO:
12711
Code 40
September 13, 2010

The Honorable Charles R. Center
Chief Administrative Law Judge
Federal Labor Relations Authority
1400 K Street, NW, Suite 300
Washington, DC 20424-0001

Re: U.S. Department of the Navy
Naval District Washington Naval Air
Station Patuxent River, Maryland
Case No. WA-CA-09-0624

Dear Mr. Center:

This is in response to the Complaint and Notice of Hearing filed in the above-captioned case.

Paragraphs numbered 1 through 16: Admitted

Paragraph number 17: Denied

Paragraphs numbered 18 through 20: Admitted

Paragraph number 21: Denied

Sincerely,

FRANCESCA M. RAMOS
Labor Relations Specialist

G. C. Exhibit 1(d)

UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY
SAN FRANCISCO REGION

DEPARTMENT OF THE NAVY
NAVAL DISTRICT WASHINGTON
NAVAL AIR STATION
PATUXENT RIVER, MARYLAND
-Respondent

Case No. WA-CA-09-0624

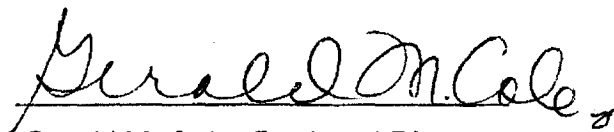
-and-

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL F-121, AFL-CIO
-Charging Party

NOTICE SETTING LOCATION OF HEARING

The hearing in the above-entitled matter is scheduled to commence at 9:00 a.m. on Thursday, October 21, 2010 at the Federal Labor Relations Authority, Third Floor Conference Room, 1400 K Street, NW, Third Floor, Washington, D.C..

DATED at San Francisco, California, this 7th day of October 2010.



Gerald M. Cole, Regional Director
Federal Labor Relations Authority
San Francisco Regional Office
901 Market Street, Suite 220
San Francisco, California 94103

G. C. Exhibit 1(e)