



UNITED STATES OF AMERICA  
FEDERAL LABOR RELATIONS AUTHORITY

U.S. Department of the Navy  
Navy Region Southwest  
San Diego, California  
- Charged Party

-and-

International Association of Fire Fighters, Local F-33, AFL-CIO  
- Charging Party

Case No. SF-CA-17-0185

### SETTLEMENT AGREEMENT

Subject to the approval of the Regional Director for the Federal Labor Relations Authority, the Charged Party and the Charging Party agree to settle the above-captioned case as follows:

**POSTING OF NOTICE** – After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notices to the Charged Party. The Notices will be signed and dated by the Regional Fire Chief, and then immediately posted in conspicuous places, including bulletin boards and all other places where notices to employees are customarily posted where employees represented by the Charging Party work. The Charged Party will keep the Notices posted and maintained for 60 consecutive days from the date of posting.

**ELECTRONIC DISTRIBUTION OF NOTICE** – The Charged Party will email a copy of the signed and dated Notice to all employees represented by the Charging Party. The subject line will state “Notice to all Employees,” and the message of the email transmitted with the Notice will state: “We are distributing the attached Notice to you pursuant to a Settlement Agreement approved by the Regional Director of the Federal Labor Relations Authority’s San Francisco Regional Office in Case No. SF-CA-17-0185.”

**COMPLIANCE WITH NOTICE** – The Charged Party will comply with all the terms and provisions of the Notice.



**OTHER ACTION TO BE TAKEN** – No later than August 11, 2017, the Charged Party will end the practice of cross-staffing the second two ARFF vehicles at San Clemente Island and North Island respectively, returning to the former practice of staffing each ARFF with three firefighters per vehicle. If the Charged Party wants to implement cross-staffing in the future, it will provide the Charging Party with advance notice and an opportunity to bargain as required, and observe the provisions of DoDI 6055.06, including the provisions regarding requests for deviations under part 6.16, and any other applicable rules and regulations.

**SCOPE OF THE AGREEMENT** – This Agreement settles only the allegations in the above-captioned case, and does not settle any other pending cases or matters. This Agreement in no way precludes any person’s right to file charges, or the General Counsel’s right to investigate and issue complaints, based upon matters that precede the approval date of this Agreement.

**PARTIES TO THE AGREEMENT** – If the Charging Party declines to become a party to this Agreement and the Regional Director determines that it will effectuate the policies of the Statute, the Regional Director may approve this Agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement will be between the Charged Party and the Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement by filing an appeal with the General Counsel. If the General Counsel does not sustain the Regional Director's approval, this Agreement will be null and void. Approval of this Agreement by the Regional Director constitutes withdrawal of any Complaint and Notice of Hearing issued in this case.

**PERFORMANCE** – Performance by the Charged Party of the terms and provisions of this Agreement will 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 will commence immediately upon receipt by the Charged Party of notice that no appeal has been filed or that the General Counsel has sustained the Regional Director.

**NOTIFICATION OF COMPLIANCE** – The Charged Party will notify the Regional Director in writing of the steps it has taken to comply with the Agreement. The Charged Party's compliance notification will be made within fourteen (14) 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 notice that no appeal has been filed or that the General Counsel has sustained the Regional Director. No further action will be taken in the above case provided the Charged Party complies with the terms and provisions of the Agreement and the Notice.

<b>Charged Party</b> Dept. of the Navy, CNIC, NRSW San Diego, CA	<b>Charging Party</b>  Federal Firefighters IAFF Local F33
<b>Signature and Date:</b>  7/28/2017	<b>Signature and Date:</b>  7/28/17
<b>Name and Title:</b> Janessa Gatchalian, Agency Representative	<b>Name and Title:</b> Michael Thomas Massone, President
<b>Approved By:</b>  Regional Director	<b>Date:</b>

Case No. SF-CA-17-0185



# NOTICE TO ALL EMPLOYEES



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

**WE HEREBY NOTIFY OUR EMPLOYEES THAT:**

**WE recognize that we must comply with final and binding arbitration awards, including Arbitrator Castrey's award regarding cross-staffing at North Island and San Clemente Island.**

**WE WILL, no later than August 11, 2017, stop the practice of cross-staffing Aircraft Rescue Fire Fighting vehicles at North Island and San Clemente Island.**

**WE WILL NOT, in any like or related manner, interfere with, restrain or coerce employees who exercise rights guaranteed by the Federal Service Labor-Management Relations Statute.**

U.S. Department of the Navy  
Navy Region Southwest  
San Diego, California

Dated \_\_\_\_\_

By \_\_\_\_\_  
*(Signature)* *(Regional Fire Chief)*

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**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 470  
San Francisco, CA 94103  
Telephone: (415) 356-5000**

**Case No. SF-CA-17-0185**