

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 15

* * * * *

INTERNATIONAL ASSOCIATION *
OF MACHINISTS AND AEROSPACE *
WORKERS, AFL-CIO; and *
INTERNATIONAL ASSOCIATION *
OF MACHINISTS AND AEROSPACE *
WORKERS, AFL-CIO, LOCAL *
LODGE 2777 (L-3 COMMUNICATIONS *
VERTEX AEROSPACE LLC f/k/a L-3 *
COMMUNICATIONS AERO TECH LLC *
f/k/a VERTEX AEROSPACE LLC f/k/a *
RAYTHEON AEROSPACE LLC) *

and

Case No. 15-CB-5169

ROBERT PRIME, AN INDIVIDUAL *
* * * * *

COMPLAINT AND NOTICE OF HEARING

Robert Prime, an Individual, herein called Prime, has charged that International Association of Machinists and Aerospace Workers, AFL-CIO, herein called Respondent IAM, and IAM Local Lodge 2777, herein called by its correct name International Association of Machinists and Aerospace Workers, AFL-CIO, Local Lodge 2777, hereinafter called Respondent Lodge 2777, and herein collectively called Respondents, have been engaging in unfair labor practices as set forth and defined 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, issues this Complaint and Notice of Hearing and alleges as follows:

1(a) The charge in this proceeding was filed by Prime on December 16, 2003, and a copy was served by regular mail on Respondent IAM and Respondent Lodge 2777 on the same date.

(b) The amended charge in this proceeding was filed by Prime on September 12, 2007, and a copy was served by regular mail on Respondent IAM and Respondent Lodge 2777 on the same date.

2. At all material times L-3 Communications Vertex Aerospace LLC f/k/a L-3 Communications Aero Tech LLC f/k/a Vertex Aerospace LLC f/k/a Raytheon Aerospace LLC, herein the Employer, a Delaware Limited Liability Company, with a place of business at the Naval Air Station (NAS) Pensacola, Florida, herein called the Employer's facility, has been engaged in aircraft maintenance and support.

3(a) Annually, the Employer, in conducting its business operations described above in paragraph 2, engages in providing aircraft maintenance and support to the United States Government valued in excess of \$50,000.

(b) Based on its business operations described above in paragraph 3(a), the Employer has substantial impact on the national defense of the United States.

(c) Annually, the Employer in conducting its business operations described above in paragraph 2, ships and sells from its NAS Pensacola, Florida facility goods valued in excess of \$50,000 directly to points outside the State of Florida.

(d) Annually, the Employer, in the course and conduct of its business operations described above in paragraph 2, purchases and receives at its NAS Pensacola, Florida facility goods valued in excess of \$50,000 directly from points outside the State of Florida.

4. 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.

5(a) At all material times Respondent IAM has been a labor organization within the meaning of Section 2(5) of the Act.

5(b) At all material times Respondent Lodge 2777 has been a labor organization within the meaning of Section 2(5) of the Act.

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

R. Thomas Buffenbarger	International President
Warren L. Mart	General Secretary-Treasurer

7(a) At all material times at least since July 2002, by virtue of Section 9(a) of the Act, Respondents have been the exclusive collective-bargaining representative of the following employees of the Employer, herein called the Prior Unit:

The [Employer] recognizes the Union certified by the National Labor Relations Board (Case No. 15-RC-7704) as the exclusive representative of employees stipulated in the National Labor Relations Certification of Representation as follows:

All production and maintenance employees including Aircraft Inspectors and Leads employed by the employer on the T-39/Undergraduate Military Flight Officer Training Program (UMFOT) at NAS Pensacola, Florida. Excluding all office clerical employees, professional employees, guards and supervisors as defined in the Act.

7(b) At all material times at least since August 1, 2005, by virtue of Section 9(a) of the Act, Respondents have been the exclusive collective-bargaining representative of the following employees of the Employer, herein called the Current Unit:

The [Employer] hereby recognizes the Union as the sole and exclusive bargaining representative of all its production

and maintenance employees employed at AIMD Pensacola, Florida in keeping with a certification issued by the National Labor Relations Board on January 17, 1995, in case no. 15-RC-7873, for the purpose of collective bargaining with respect to wages, hours of work, and other conditions of employment of employees in the bargaining unit as herein defined. As of January 1, 1999, this included the UH-3H SAR Helicopter Project.

The [Employer] hereby recognizes the Union as the sole and exclusive bargaining representative of all its production and maintenance employees employed within the T-2 element of the Strike Maintenance Project at U. S. Naval Air Station, Pensacola, Florida, in keeping with a certification issued by the National Labor Relations Board on July 16, 1992, in case no. 15-RC-7873, for the purpose of collective bargaining with respect to wages, hours of work, and other conditions of employment of employees in the bargaining unit as herein defined.

The [Employer] hereby recognizes the Union as the sole and exclusive bargaining representative of all its production and maintenance employees employed within the T-39 element of the Strike Maintenance Project at U. S. Naval Air Station, Pensacola, Florida, in keeping with a certification issued by the National Labor Relations Board on September 3, 1992, in case no. 15-RC-7704, for the purpose of collective bargaining with respect to wages, hours of work, and other conditions of employment of employees in the bargaining unit as herein defined.

The [Employer] agrees to extend recognition of the Union for employee representation on new platforms and/or aircraft, for example T-45, that operate at NAS Pensacola that replace, supplement or augment the T-39/T-2/H-3 or AIMD operations. The [Employer] further agrees to negotiate issues regarding implementation of said program(s) with the Union. .

. .

. . . .

8. At all material times, Respondents and the Employer have maintained and enforced a series of collective bargaining agreements initially covering the Prior Unit and since about August 1, 2005 covering the Current Unit, the most recent of which were

agreements effective by their terms July 16, 2002 through July 15, 2005, for the Prior Unit, and then August 1, 2005 through July 11, 2008, for the Current Unit, and containing the following conditions of employment, herein called the Union-Security Provision:

Membership in the Union is not compulsory. Employees in the bargaining unit must as a condition of continued employment be either a member of the Union and pay Union dues or pay an Agency fee to the Union, but not both. If such condition of employment is not met, the employee's employment shall be terminated and such discharge shall be deemed to be for just cause as in compliance with standards permitted by the N.L.R.B. and court decisions relating to Agency shop requirements. Employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regards to such matters.

9. Respondents expend the monies collected pursuant to the Union-Security Provision on activities germane to collective-bargaining, contract administration, and grievance adjustment, herein called representational activities, and on activities not germane to collective-bargaining, contract administration, and grievance adjustment, herein called nonrepresentational activities.

10. At all material times, Prime, while employed in the Prior Unit and then in the Current Unit, has not been a member of Respondents.

11. By letter dated November 9, 2003, Prime notified Respondents that he objected to the payment of dues and fees for nonrepresentational activities, and that his objection should be considered continuing in nature from year-to-year, unless and until revoked by him.

12. At all material times, Respondents have maintained a procedure governing the reduction of dues and fees for nonmember employees covered by the Union-Security Provision who object to the payment of dues and fees for nonrepresentational activities, herein called the Procedure.

13. The Procedure requires that objections filed by non-members under the Act

are only valid for one-year and must be renewed annually, while objections filed by non-members subject to the Railway Labor Act may be continuing in nature.

14. By letter dated November 24, 2003, Respondents applied the Procedure to employee Prime named above in paragraph 11, and since said date has refused to recognize said employee as an objecting nonmember beyond 2004 and further informed Prime that his request for continuing objector status was denied.

15. By the conduct described above in paragraphs 13 and 14, Respondents have been restraining and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(b)(1)(A) of the Act.

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

REMEDY

WHEREFORE, as part of the remedy for the unfair labor practices alleged above in paragraphs 13 and 14, the General Counsel seeks that Respondents rescind and cease applying the portion of the Procedure requiring non-member objections to be renewed annually.

WHEREFORE, as part of the remedy for the unfair labor practice alleged above in paragraphs 13 and 14, The General Counsel seeks that interest compounded on a quarterly basis be added to any backpay or other make-whole remedy awarded in this matter.

FURTHERMORE, the General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

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 October 10, 2007 or postmarked on or before

October 9, 2007. Each Respondent should file an original and four copies of its respective answer with this office and serve a copy of the answer on each of the other parties.

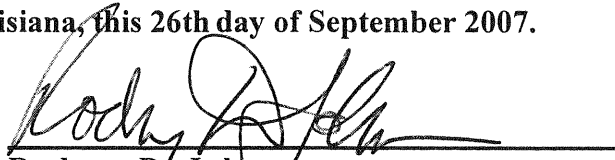
An answer may also be filed electronically by using the E-Filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlr.gov>, click on E-Gov, then click on the E-Filing link on the pull-down menu. Click on the "File Documents" button under "Regional, Subregional and Resident Offices" and then follow the directions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. 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. When an answer is filed electronically, an original and four paper copies must be sent to this office so that it is received no later than three business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, 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 on the 10th day of December 2007, at 10:00 a.m. (CST) at Meeting Room, Southwest Branch Library, 12248 Gulf Beach Highway, Pensacola, Florida, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. 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.

Dated at New Orleans, Louisiana, this 26th day of September 2007.

A handwritten signature in black ink, appearing to read "Rodney D. Johnson", is written over a horizontal line.

Rodney D. Johnson
Regional Director, Region 15
National Labor Relations Board
1515 Poydras Street, Suite 610
New Orleans, Louisiana 70112-3723

Attachments

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Case No. 15-CB-5169

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end. An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing.

However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds thereafter must be set forth in *detail*;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; *and*
- (5) Copies must be simultaneously served on all other parties (*listed below*), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

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& Aerospace Workers
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Upper Marlboro, MD 20772

Mr. Phillip Wood
Union Representative
IAM Local Lodge 2777
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Milton, FL 32572

William H. Haller, Esq.
Associate General Counsel
IAMAW
9000 Machinists Place
Upper Marlboro, MD 20772

Mr. Larry Wert, Employer Representative
L-3 Communications Vertex Aerospace LLC
f/k/a L-3 Communications Aero Tech LLC
f/ka Vertex Aerospace LLC f/ka Raytheon
Aerospace LLC
Hangar 1853, San Carlos Road
NAS Pensacola, FL 32508

Mr. Larry Wert
555 Industrial Dr. South
Madison, MS 39110

Mr. Robert Prime
905 N. Reus Street
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Glenn M. Taubman, Esq.
National Right to Work Legal Defense Fund
Suite 600, 8001 Braddock Rd.
Springfield, VA 22160

IMPORTANT NOTICE

The date, which has been set for hearing in this matter, should be checked immediately. If there is proper cause for not proceeding with the hearing on that date, a motion to change the date of hearing should be made within fourteen (14) days from the service of the complaint. Thereafter, it may be assumed that the scheduled hearing date has been agreed upon and that all parties will be prepared to proceed to the hearing on that date. Later motions to reschedule the hearing generally may not be granted in the absence of a proper showing of unanticipated and uncontrollable intervening circumstances.

All parties are encouraged to fully explore the possibilities of settlement. Early settlement agreements prior to extensive and costly trial preparation may result in substantial savings of time, money and personnel resources for all parties. The Board agent assigned to this case will be happy to discuss settlement at any mutually convenient time.



Rodney D. Johnson
Regional Director