

**Memorandum of Agreement**  
**Between**  
**Fleet Readiness Center East, Cherry Point, N.C.**  
**And**  
**International Association of Machinist and Aerospace Workers**  
**(IAM&AW) Local Lodge 2297**

**Administrative Furlough**

This Memorandum of Agreement (MOA) establishes procedures and describes actions the Agency will take in the event of a furlough of 30 days or less in accordance with applicable law, Government-wide rule or regulation for "furloughs" of a non-emergency basis (administrative furloughs), to include such furloughs resulting from "Sequestration" under the Budget Control Act (BCA) of 2011.

For furloughs caused by a lapse of appropriations, which could result in furloughs beyond 30 days the Parties agree to reconvene to pursue a mutual understanding of the procedures and policies affecting bargaining unit employees to the extent allowed under the Collective Bargaining process.

1. The Employer will determine those positions to be "excepted" in the event of a furlough in accordance with established DoD guidance. In general, exceptions will be based on position requirements and will be limited based on the determination of the appropriate Agency official. Wherever organizational structures exist where multiple employees are assigned performing essentially identical functions but only a portion of those employees will be excepted from the furlough, the exception of such individuals will be based on seniority using the Reduction In Force (RIF) Service Computation Date (SCD), after Management first determines the qualifications. As soon as practicable and after approval by the appropriate authorities, the Employer will furnish the employee representative, (President/Vice President), IAM&AW Local Lodge 2297, a copy of the list of excepted bargaining unit positions.
2. Other than authorized DOD exceptions, all employees will serve furloughs of equal length.
3. FRC East Employees subject to furlough will be placed on a five (5) day, eight (8) hour work week, with staggered start/end time. Furlough days will be discontinuous and will be on Friday of each week with the exception of the employees on 4/10 hour day shifts Monday thru Thursday and Wednesday thru Saturday. The attached schedule reflects an

example of how the schedule will be applied for the employees on 4/10 hour day shifts. Management retains the right to assign hours within the schedule, to meet mission/workload requirements and to ensure adequate coverage

4. The Parties agree that the Employer may in rare cases through mutual agreement or at their discretion approve an employees' request to take a day other than normal scheduled furlough hours/days.
5. Employees who were working any type of alternative work schedule or shift will return to such work schedule or shift effective the first full pay period following the end of the furlough period, if, as determined by management, the need still exist.
6. Employees who are hired or transferred into the bargaining unit after the furloughs begin will serve a proportionate number of days on furlough.
7. The Parties agree that the terms of this MOA may change as updated guidance/instructions are received via FRC East Headquarters, the President, the Congress or the Department of Defense. The Parties agree to reconvene and discuss as necessary.
8. Employees will be provided a written notice and decision of the furlough in accordance with applicable regulations.
9. All provisions of the Labor Contract will be applicable during the furlough. In the case where any existing provision(s) are in conflict with this Memorandum of Agreement (MOA) the provisions in the Labor Contract shall apply. In the case where any existing provision(s) are in conflict with law related to furlough actions the law shall apply.
10. For the purposes of timeframes for grievances as covered in the collective bargaining agreement, furlough days will be treated as non-work days.
11. Should the Department of Defenses' (DoDs') funding situation change so that furloughs can be shortened or discontinued, the Employer will act promptly to cancel additional remaining furlough days. The President/Vice President of IAM&AW Local Lodge 2297 will be notified immediately in such case. Employees will be notified of the cancellation of additional furlough days as soon as practicable; this will include communication through all available FRC East resources.
12. FRC East and IAM & AW Local Lodge 2297 will pursue all reasonable avenues to provide contact information to effected employees who need assistance coping with the effects of reduced pay through furloughs that may allow them to receive help through the Employee Assistance Program (EAP) and other type assistance programs within the local community during this period.

13. Employees are entitled to benefits outlined in guidance issued by the Office of Personnel Management related to non-emergency furloughs. This guidance can be found at <http://www.opm.gov/furlough/furlough.asp>.

14. The Parties agree to abide by applicable laws, rules, and regulations regarding furloughs. If Congress and the President enact legislation regarding retroactive compensation for furloughed employees, the Parties agree to engage in discussions regarding the implementation of such legislation to bargaining unit employees, as applicable.

15. The intended duration of this MOA will be no greater than the period beginning with the first day notices are issued through September 30, 2013.

**For The Employer**

Mitchell A. Bauman MAR 15 2013

Mitchell A. Bauman Date  
Commanding Officer, FRC East

**For The Union**

Ronald D. Shafer 3/15/2013  
Ronald D. Shafer Date

Directing Business Representative  
District Lodge 110 Havelock, N.C.