

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

Purpose: The purpose of this Memorandum of Agreement (MOA) is to address procedures for ensuring Bargaining Unit Employees (BUEs) are afforded adequate union representation when such employees are the subject of proposed "Disciplinary" or "Adverse Actions" by the Employer. These BUEs are physically located at Beaufort, South Carolina.

The Parties: The Parties for the purpose of this agreement shall be the Fleet Readiness Center East (FRCE) hereinafter referred to as the "Employer" and the International Association of Machinist and Aerospace Workers (IAM &AW) Local Lodge 2297, hereinafter referred to as the "Union".

Terms of the Agreement:

I. Actions

A. Disciplinary Actions;

The Parties agree disciplinary actions are defined in accordance with Article 21 of the Negotiated Agreement between the Parties.

The Parties understand and agree that the representation of BUE(s) at Beaufort, S.C. concerning disciplinary actions shall be provided by the Chief Steward on site or in the case where no Chief Steward is available; a representative will be determined by the "Chairman of their Shops Committee". The Parties agree that any employee who receives a disciplinary action shall be represented by the Chief Steward on site, unless the disciplinary action is received by or proposed to the Chief Steward at the Beaufort location. In that situation the appropriate representative would be the "Chairman of the Shops Committee" or his "Designee". The Parties agree that meetings related to such actions will normally be conducted on site in Beaufort. However, a grievance and/or reply to a proposed disciplinary action may be conducted, when practical, via telephonic conference calls, skype or video teleconference (VTC). In this regard the Union will be granted access to represent BUEs. This would include both the meeting where the proposal is issued and any subsequent meeting(s) where the employee is not meeting face to face with the Deciding Official in response to such proposed disciplinary action.

B. Adverse Actions

The Parties agree adverse actions are defined in accordance with Article 22 of the Negotiated Agreement between the Parties.

The Parties recognize the significance of the oral reply meetings and the impact of decisions rendered by the Deciding Officials. Employees who elect to have the Union as their representative, for a proposed adverse action, shall be represented by the "Chairman of the Shops Committee" or his "Designee". The Parties agree that any meeting held for the purpose of allowing an employee an opportunity to respond orally to a proposed adverse action shall, to the extent practical, be conducted face to face. For the face to face meeting(s), the Employer would either have the employee that has received the proposed adverse action travel (in accordance with Joint Travel Regulations (JTR)) to the FRC East facility at MCAS, Cherry Point, N.C. or the Union Official (if located at Cherry Point) representing the employee travel (in accordance with JTR) to the face to face meeting held on site in Beaufort, S.C. Such travel may occur alone or in the company of the Deciding Official

The Parties also understand that budget constraints require exercising prudence when determining how to handle such situations and there may be times when decisions will need to be made by the Employer to conduct such meetings without the benefit of having the Parties in person, face to face. When these situations exist, the Employer will clearly explain the reasoning for the decision and notify both the Union and the employee accordingly and the meeting(s) will thereafter be conducted as determined by the Employer.

II. Disclaimers

A. The Parties agree that none of the procedures or methods mentioned above shall be construed as establishing a new practice or policy in those situations that are not related to employees physically located at the Beaufort, S.C. location, nor shall they interfere with management's right to discipline employees within the unit.

B. The Parties acknowledge and understand that this MOA is only applicable to BUEs represented by LL 2297 at Beaufort SC. It shall remain in effect until the Employer deems it appropriate to terminate it for good cause or the expiration of the current Collective Bargaining Agreement (CBA) or the Renegotiation of a new CBA, whichever applies.

Effective this 21 day of October 2015

For the Employer

For the Union



Date 10-21-15



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