

Memorandum of Understanding (MOU)
between
The Fleet Readiness Center East (FRC-E), Cherry Point, N.C.
and
The International Association of Machinist and Aerospace Workers
(IAMAW) Local Lodge 2297

The Parties: The Parties for the purpose of this agreement shall be the Fleet Readiness Center East (FRC-E) 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”.

The Purpose: The purpose of the Memorandum of Understanding (MOU) is to address a change in conditions of work impacting a small group of bargaining unit employees occupying various positions in either production or production support roles under the exclusive representation of IAM & AW Local Lodge 2297. Due to business decisions made by the Employer in an effort to more efficiently conduct the operations and mission of FRC-East, there is a need to relocate a portion of the production workload (primarily V-22 and H-1 PMI-1s) to a different geographical location, that location being aboard MCAS New River in South Eastern, North Carolina. The procedures described and exceptions mentioned in the following paragraphs shall also apply to any other movement of bargaining unit employees performing production or production support tasks at that same location.

The Parties agree as follows:

- 1) The Employer recognizes the existing Negotiated Agreement dated 11 March 2011, between the Parties and it’s applicability to the employees impacted by the relocation of production workload.
- 2) Unless directed otherwise, those employees impacted by this change will report to their designated duty station at the beginning of their shift.

- 3) The Parties agree this MOU shall also apply to the relocation of any other workload in the future during the term of this MOU where unit employees will primarily perform maintenance and associated depot level repair at the New River location as a mutually agreed upon procedure for such movement of LL2297 production and support personnel.
- 4) Personnel will remain employees of FRC-East, Cherry Point; however, the Position Description for impacted employees will indicate New River as the Duty Station and a reassignment Request for Personnel Action (RPA) will be processed to reflect the different duty station.
- 5) The Employer retains its right to assign, as needed. 6.0 Responsibility of the site is the FRC-East 6.0 Competency. A 6.0 Site Lead/Deputy IPT Lead will be present at New River who will represent the 6.0 Competency and will be empowered to speak on behalf of the FRC-East 6.0 Competency where applicable. Supervision will be assigned and determined by the Employer who is responsible for administrative duties and other duties as assigned.
- 6) The Employer will carry out and assign overtime IAW the negotiated agreement, with the exception of the segment of Article 9 Section 5 where it states the following: "Before assigning employees to an overtime assignment, the supervisor shall make every reasonable effort to seek qualified volunteers from other shops within the same branch for all employees who have declined. Normally, the qualified employee must be assigned to the same branch and be in the same trade. However, if no replacement is available in the same branch, the employee may, during non-working hours, find a qualified replacement within his/her division. The replacement must be the next qualified person on the shop to be offered overtime based on rotation and must be approved by management." The utilization of employees working at different duty stations as replacement is perceived by the Parties as

unreasonable and outside the intent of the agreed upon conditions of work.

- 7) The Parties agree that field teams will be assigned IAW with established processes and the negotiated agreement.
- 8) The Parties agree that all travel requirements will be carried out IAW the Joint Travel Regulations (JTR) and the Negotiated Agreement. Any disputes arising as to the interpretation of the JTR or Negotiated Agreement shall be resolved between the Parties through the negotiated grievance procedure.
- 9) The employees shall be required to adhere to all FRC East instructions and processes but may also be subject to those Instructions that apply to all civilian or military personnel aboard MCAS New River. The Parties agree that the Employer will provide basic information to each employee assigned to New River as to any rules governing civilians that are different from those that must be adhered to aboard MCAS Cherry Point, NC. In cases where the Commanding Officer (CO) of MCAS New River decides to close or delay travel aboard the base related to inclement weather conditions or base security that may not align with decisions made by the FRC-East CO, employees will follow the guidance provided by the designated 6.0 Site Lead who shall inform each employee of the method that will be used to disseminate the information. The designated 6.0 Site Lead will coordinate with both the New River Air Station and FRC-East leadership and communicate the appropriate action/instructions to employees. The Parties agree that the FRC-East CO has the ultimate decision authority.
- 10) The Parties agree and understand that matters such as discipline, physical or medical appointments/requirements, training, etc...shall be coordinated through the first line supervisor and appropriate competency lead and carried out IAW with established instructions, processes and the Negotiated Agreement. Matters such as Grievances shall begin with the first line supervisor at the first or informal step of

the grievance procedure and will be carried out IAW with the negotiated agreement. For matters such as discipline, the Employer will exercise its right to discipline and will comply with the negotiated agreement. The Employer agrees to afford the employee his/her right to representation.

11) The Parties understand this MOU must be reviewed and approved by DoD. The effective date of this MOU will be the date of DoD approval. This MOU will remain in effect until notification by the Employer to the Union that the workload is nonexistent or will no longer be performed at MCAS New River and will either return to FRC East aboard MCAS Cherry Point or relocate somewhere else or the renegotiation of the Parties Negotiated Agreement, whichever comes first after the effective date of this MOU.

Signed this 15th day of May, 2015.

Roy C. [Signature]

Employer Representative

Date 15 May 2015

Wilbert R. Woods

Local Lodge 2297 Representative

Date 15 May 15

DoD Approval Date: _____