

**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 describe a mutually agreed upon process to facilitate requests by bargaining unit employees (BUEs) employed at the Fleet Readiness Center East (including BUEs located at Beaufort and New River) to request compensatory time in lieu of overtime. This MOA is intended to include all exempt and nonexempt employees represented by IAM & AW Local 2297 as applicable by law.

The Parties:

For the purpose of this Agreement, the Parties are the Fleet Readiness Center East (FRC East) Cherry Point, N.C., 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.

Background:

Compensatory time is:

- Time off with pay in lieu of overtime pay for irregular or occasional overtime work,
- When permitted under agency flexible work schedule programs, time off with pay in lieu of overtime pay for regularly scheduled or irregular or occasional overtime work. Irregular or occasional overtime is overtime which is worked in the same week in which it is authorized and is payable at the employee's overtime rate. The Employer has the discretion, and may use such, to establish a policy whereby a FLSA exempt employee with a rate of basic pay in excess of the maximum for GS-10 will be compensated for irregular or occasional overtime work by an equal amount of compensatory time.

Application:

Compensatory time will be earned/used in accordance with applicable regulations.

Compensatory time must be used by the end of the 26th pay period after the pay period in which it was earned. Compensatory time not used during the established time period shall be paid at the overtime rate at which it was earned.

In accordance with regulations, the Employer may require that an FLSA exempt employees, as defined at 5 U.S.C. 5541(2), receive compensatory time in lieu of overtime pay for irregular or occasional overtime work, but only for an FLSA exempt

employee whose rate of basic pay is above the rate for GS-10, step 10. No mandatory compensatory time is permitted for wage employees or in lieu of FLSA overtime pay.

Procedure:

The Employer retains the responsibility and authority to approve the use of compensatory time by an employee. The following applies;

- 1) Considering the timeframes for use and anticipated work requirements, the Parties understand and agree that employees should not be continuously granted compensatory time that the employee may not foreseeably be able to use. Supervisors are responsible for monitoring and the Employer may establish a limit or cap on the number of compensatory hour earned.
- 2) The Parties agree that if a limit or cap is established, it will be consistently applied with the BUEs.
- 3) The procedure for requesting the use of the compensatory time will be subject to the same procedures for requesting annual leave. Employees must obtain his/her supervisor's advance approval for the use of compensatory time. The approval to use compensatory time shall be subject to mission and workload requirements. As with annual leave, the Parties agree when compensatory time is disapproved, the supervisor will document the reasons for the disapproval and provide a copy to employee.
- 4) Employees are expected to manage their leave throughout the year to avoid year end loses. Employees electing to use earned compensatory time instead of earned annual leave during the year must manage to ensure it will not result in annual leave balances above the maximum yearly carry over, which would result in a loss to the employee if unable to use before end of leave calendar year.

Execution of Contractual Provisions

- 1) Article 9 Section 7 of the Negotiated Agreement between the Parties describes procedures that incorporate the use of two (2) separate forms, the FRC East 5330/8 and the FRC East 5330/12. The FRC East 5330/8 is the mechanism by which BUE's through a rotational process are offered the opportunity voluntarily to work additional hours as either an extension of a normal workday or an extension of the workweek. If the rotational process does not yield a sufficient number of needed volunteers the supervisor make assignments (forces) to employees based on trade and grade of those employees on the FRC East 5330/8 with the lowest number of earned overtime hours first until he or she has the numbers needed to complete the task to be worked on any given day.
- 2) The definition of earned overtime hours is the actual number of hours an employee performed work and received pay for. To clarify further, an employee could accept an offer of eight (8) hours of work on Saturday and leave after six (6) hours to respond to an emergency at home. Only the hours he or she actually performed work will be carried over to the FRC East 5330/12 which is the overtime and shift assignment form identified in Article 9 Section 7 of the Negotiated Agreement.

3) The Parties agree that any hours worked by BUE's shall be considered EARNED OVERTIME HOURS and such hours regardless of how the employee chooses to be compensated for his or her presence during such hours shall appear on the FRC East 5330/12 and ultimately placed on the FRC East 5330/8 for the facilitation of proper rotation and assignments (forces) of employees beyond normal shift times and workweeks.

4) The Employer shall keep separate records on the FRC East 5330/13, LL2297 COMPTIME REQUEST FORM of those employees who request compensatory time versus the payment of overtime and the proper upkeep of such records will be the responsibility of the supervisor and subject to review at the same intervals described in Article 9 Section 2 of the Parties Negotiated Agreement. The Parties also agree to add an additional code [K] to the legend on the FRC East 5330/12 to indicate EARNED COMPENSATORY TIME.

5) All other issues concerning compensatory time shall be administered in accordance with Article 9 Section 24 of the Negotiated Agreement between the Parties.

6) The Parties agree to discuss, for understanding purposes, the method of clocking compensatory time in TAA systems and the responsibility of both the employee and the BUE's supervisor in the transaction process.

7) The effective date of this MOA shall be the first full pay period after the date of signing below and will remain in effect until Management deems it appropriate to terminate or MOA is terminated due to renegotiated contract/agreement, whichever comes first.

Effective this 20th day of November 2015

For the Employer

For the Union

Roy C. Se

Date 11/20/2015

[Signature]

Date 11/20/15