

Memorandum of Agreement

This Memorandum of Agreement (MOA) is entered into between the Adjutant Generals Office (Agency) and American Federation of Government Employees Local 3970 (Union) for the purpose of outlining procedures for implementing Department-directed administrative furloughs due to Sequestration.

1. This memorandum is being agreed to prior to the finalization and guidance for furlough of National Guard technicians from the Chief of the National Guard Bureau, Department of the Army, Department of the Air and/or Department of Defense. Any subsequent guidance contrary to this agreement will be discussed between the parties for addendum or adjustment to this document.
2. The Union shall be provided a list of all bargaining unit employees that are exempted from furlough, broken down by command, directorate and section. The justification for exemptions will also be shared with the Union.
3. Management will conduct briefings for all employees subject to the furlough. Management will inform employees the reasons for the furlough, and the total length of the furlough along with provisions of this agreement. The Union will be invited to attend and give remarks.
4. During an administrative furlough of any length as a result of the March 1, 2013 budget reductions, such furloughs may be continuous or discontinuous, at the Employee's request. Employee's that want continuous furlough days will submit the request through their first line supervisor. The request should contain primary and alternate dates and times requested. If the request is denied, the supervisor will provide a written reply to the employee with reason for denial.
5. Prior to an Employee taking the option for a continuous furlough, the Employee must acknowledge, in writing, that they freely and fully accept any risk of lost wages if the furlough is cancelled earlier than projected as a result of legislative action reprogrammed funding as there is no assurance that such action will be made retroactive. Unless funds are made available and payment is authorized for furlough days already taken, Employees must acknowledge they will not be able to convert furlough days already taken to other leave categories and they do not expect to recover any lost compensation while in a non-duty status.
6. Technicians may research their eligibility for unemployment benefits by going to the website www.ifs.ohio.gov. The Ohio National Guard makes no representation on behalf of the Ohio Department of Job and Family Services as to eligibility for unemployment benefits for employees while on furlough.
7. Those Employees on compressed or alternate work schedules will be provided the option to remain on or temporarily suspend the compressed or alternative work schedule. For those that opt to suspend the compressed or alternative work schedule, such suspension

would only be in place until the necessary Furlough days have been served. For those that opt to remain on their compressed work or alternate work schedules, the Furlough days will be converted to the required hours for the purposes of the Furlough. The Furlough for those Employees would end once they hit the required hour threshold. If management makes a determination that as a result of mission emergency that compressed or alternative work schedules have to be terminated, such specific instances and justification will be reduced to writing and provided to the Union. In such cases, the Employee will be immediately returned to their previous schedule once the necessary furlough days have been served.

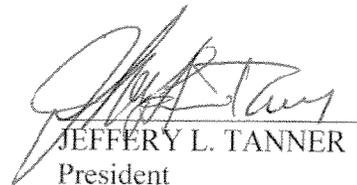
8. Any requested work schedule changes will be handled using the same process used before the implementation of furlough.
9. Technicians must be in a pay status either the day before or the day after a holiday to assure the payment on a holiday. Furlough days scheduled on both sides of a holiday will cause the forfeiture of pay for the holiday.
10. Employees on an approved telework agreement may retain their telework days. Employee proposed telework agreements will be considered using the same negotiated criteria in effect prior to the furlough being implemented.
11. If requested by the employee, management will issue a letter explaining the employee's situation (20% loss of gross pay, terms of furlough, duration, etc.) to any person, corporation, or institution to which the employee is having difficulty meeting a financial obligation.
12. Employees will not be subject to lowered or adverse performance ratings due to their inability to accomplish duties as a result of the furlough. Supervisors should review job standards with employees and adjust as necessary.
13. Technicians currently in developmental positions should not be adversely affected by furlough. Every effort should be made to keep training and development on track during the furlough period. If problems arise in the developmental process during the furlough period the parties will come together to jointly develop a solution for the technician.
14. Requests for leave will be handled in accordance with the Collective Bargaining Agreement. Annual leave specifically denied as a result of furlough may be restored through normal restoration request procedures.
15. Employees on FMLA LWOP will take required furlough days in an effort to minimize FMLA leave days used.

16. Subject to approved exceptions, technicians who are hired or return to duty after the furlough period begins will serve a proportionate number of days on furlough.
17. Unless otherwise indicated herein, the parties agree that nothing contained in this MOA will change or alter the terms of the current CBA.

This MOA signed on MAY 10, 2013



COL HOMER ROGERS Jr.
Director of Human Resources
The Ohio National Guard



JEFFERY L. TANNER
President
AFGE Local 3970