

MEMORANDUM OF UNDERSTANDING
PARTICIPATION IN SHAREDWORK OHIO AND THE DIVISION OF COVID-19
RELIEF PROGRAMS

The County of Summit, Ohio Executive for the Department of Job and Family Services (“Employer”), and AFSCME Ohio Council 8 and AFSCME Local 2696 (“Union”) enter into this Memorandum of Understanding (“MOU”) in regard to their Collective Bargaining Agreement (“CBA”).

Whereas, the COVID-19 pandemic is causing a significant reduction in revenue for the Employer and the State of Ohio, necessitating budget cuts, and is also reducing some of the Employer’s normal business activity; and

Whereas, The Employer has been allocated certain funds through the federal CARES Act that must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency through December 30, 2020; and

Whereas, the Employer has created the Division of COVID-19 Relief under the Executive’s Department of Human Resources to mitigate and respond to the COVID-19 public health emergency; and

Whereas, the State of Ohio created the Shared Work Ohio (“SWO”), a layoff avoidance program that allows workers to remain employed and employers to retain trained staff during times of reduced business activity; and

Whereas, the parties agree that in order to preserve jobs, it is beneficial to the County and bargaining unit employees to allow employees to participate either in the work of the Division of COVID-19 Relief or SWO; and

Wherefore, provisions in the CBA notwithstanding, the Employer and Union agree to enable bargaining unit employees to participate in the Shared Work Ohio (“SWO”) or Division of COVID-19 Relief (“DCR”) programs under the following terms:

1. Employer will select the departments, shifts, or classifications that will participate in the SWO or DCR programs, in accordance with SWO rules. While the Union may advise in this decision, the authority to determine this participation shall be exclusively the Employer’s.
2. Those employees that are subject to participation in the SWO or DCR programs will be given the choice between the two programs, subject to availability of work or positions in the DCR program. Employees who subsequently wish to change their selection, will be given the opportunity to do so, depending on work or positions available in the DCR program, and on the approval by the State of Ohio of any needed modification to the Employer’s approved SWO plan, which may take several weeks.
3. Employees who choose the SWO program will have their normal work hours reduced from 10 percent up to 50 percent, depending on the approved SWO plan. Those employees will be obligated to create an account with the Ohio Department of Job and Family Services (“ODJFS”) to receive unemployment compensation prorated to the amount of the

eliminated hours. These employees will be obligated to follow ODJFS rules to receive unemployment compensation benefits under SWO, including logging on weekly to the ODJFS system to verify continued eligibility. Further, these employees will continue to accrue leave, but in a prorated amount calculated on their reduced hours. These employees remain in their previous classification and hourly pay rate, remain a part of the bargaining unit, and otherwise maintain all rights under the CBA.

4. Employees who choose to participate in the DCR program will have their normally assigned duties reduced from 10 percent up to 50 percent, depending on the DCR plan. For the remaining hours not performing their normal duties, these employees will report to the DCR for work dedicated to mitigating or responding to the COVID-19 public health emergency. These employees will remain in their current classification and pay rate for both assignments. These employees will continue to accrue leave balances as stated in the CBA. Further, these employees will continue to accrue leave, but in a prorated amount calculated on their reduced hours. These employees remain in their previous classification and hourly pay rate, remain a part of the bargaining unit, and otherwise maintain all rights under the CBA.
5. Employees participating in both the SWO and the DCR programs shall maintain their eligibility to receive the same health and insurance benefits they previously received despite the reduction in hours worked, and otherwise under the same terms and conditions.
6. Nothing in this MOU shall be interpreted to limit the Employer's rights under Article 26 of the CBA at any time. However, depending upon availability, employees who are laid off (after all bumping rights are exercised) will be given the choice to work full time in a new classification in the DCR program. This full-time position in the DCR will be considered a temporary position, and is not a bargaining unit classification, as it is a newly created classification, in a newly created division outside the Department of Job and Family Services. Any employee whose presence is no longer needed in a DCR position may be removed, and said removal is not grievable in accordance with the terms of the CBA and the employee is not entitled to Union representation regarding their removal. Any employee removed from a DCR position remains laid off; however, the employee may accept another DCR position if one is available. However, employees' rights and obligations under CBA in relation to their former position in the bargaining unit, including but not limited to recall rights and seniority, still apply. The choice of continuing work under the DCR is strictly voluntary and will not be construed as a voluntary separation by the Employer, nor will recall rights be affected if a position is refused.
7. This MOU is intended to fully authorize the operation of, and participation in, the SWO program. Therefore, this MOU supersedes all contract provisions to the contrary as it relates to the SWO and DCR programs during the term of this MOU, including but not limited to, Articles 20 (Standard Work Week), 21 (Call-In-Pay), 26 (Layoff and Recall), 29 (Temporary Assignments), 30 (Working out of Classification), 31 (Job Classification Specifications), 34 (Vacations), and 35 (Sick Leave) of the CBA.
8. This MOU shall be effective June 1, 2020 through December 20, 2020. This MOU may be extended by mutual written agreement of the parties.

Whereas, this MOU is entered in this ____ day of _____, 2020.

FOR THE EMPLOYER:

FOR THE UNION:

Ilene Shapiro, County Executive

Vonda Johnson, Local 2696 President

Brian K. Harnak, Deputy Director
Labor Relations

Shelby Woodall, Council 8 Representative

Deborah S. Matz, Esq., Director,
Department of Law and Risk Management