

**MEMORANDUM OF UNDERSTANDING BETWEEN THE STARK COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES AND THE STARK COUNTY EDUCATORS AND PROFESSIONAL
TRAINERS ASSOCIATION**

The Stark County Board of Developmental Disabilities and the Stark County Educators and Professional Trainers Association agree to fill a full-time INTERIM RN position at the Whipple Dale Centre workshop for a period not to exceed 12 months.

It is also agreed upon that the position will be posted through the normal job posting process and if no eligible, internal, qualified employee(s) apply for the position and/or are awarded the position, outside candidates will be considered.

This agreement is being entered into on a non-precedent basis. All other conditions of the collective bargaining agreement shall apply.

Connie Poulton

Connie Poulton, Director of Human Resources

2/15/2015

Date

MaryAnn Mastnick

Mary Ann Mastnick, President, OEA

2/3/2015

Date

MEMORANDUM OF UNDERSTANDING BETWEEN THE STARK COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES AND THE STARK COUNTY EDUCATORS AND PROFESSIONAL
TRAINERS ASSOCIATION

01-29-16
14-CON-01-2223
2223-01
K31208

The Stark County Educators and Professional Trainers Association and the Stark County Board of Developmental Disabilities agree that in order to ensure that while Holly Minarik is in the interim position of Production Manager at West Stark Center, she will not experience a break in seniority upon the conclusion of this assignment and her return to a Workshop Spec II in Adult Services. It is also understood that Holly will not continue to accrue seniority in the SCEPTA union while she serves in the non-represented role of Interim Production Manager.

Connie Poulton

Connie Poulton, Director of Human Resources

9-8-2014

Date

Mary Ann Mastnick

Mary Ann Mastnick, President, OEA

9-8-14

Date

Bob Matkowski

Bob Matkowski, OEA Labor Representative

9-8-14

Date

MEMORANDUM OF UNDERSTANDING BETWEEN THE STARK COUNTY BOARD OF DEVELOPMENTAL DISABILITIES AND THE STARK COUNTY EDUCATORS AND PROFESSIONAL TRAINERS

01-29-16
14-CON-01-2223
2223-01
K31208

The Stark County Board of Developmental Disabilities and the Stark County Educators and Professional Trainers Association agree to implement a rounding of time procedure referred to as the '7/8 rule' for the start and end of work shifts to address the following scenarios:

1. EARLY in 7/8 rule – employee can clock in up to 7 minutes prior to start of work shift
2. LATE in 7/8 Rule – clocking in 8 minutes or later past work shift start time results in no pay for the first 15 minutes
3. EARLY out 7/8 Rule – clocking out 8 minutes or more prior to the end of work shift will result in no pay for last 15 minutes
4. LATE out 7/8 Rule – clocking out 8 minutes or more per 15 minutes after work shift results in pay for each 15 minutes

The 7/8 rule for rounding of time for the start and end of work shifts will begin on January 1, 2015. Note that the '7/8 rule' for rounding pay is already in use for time outside of the start and end of work shifts.

As outlined above and in alignment with the Fair Labor Standards Act (FLSA), an employee's time will be rounded to the nearest quarter hour. Employee time from 1 to 7 minutes will be rounded down, and thus not counted as hours worked, or time paid, but employee time from 8 to 14 minutes will be rounded up and counted as a quarter hour of work time and be paid.

This Memorandum of Understanding acknowledges that the 7/8 rule will replace the practice outlined in Article XVII, Section 2, item B, of the CBA which states that if tardiness exceeds ten (10) minutes per incident, the employee's salary will be docked accordingly. The parties agree that this MOU is regarding the rounding of time as it relates to pay and that any disciplinary action for attendance violations will be interpreted in accordance with all other provisions of the parties' Agreement.

Connie Poulton

Connie Poulton, Director of Human Resources

11-1-2014

Date

Mary Ann Mastnick

Mary Ann Mastnick, President, OEA

11/24/14

Date

**MEMORANDUM OF UNDERSTANDING BETWEEN THE STARK COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES AND THE STARK COUNTY EDUCATORS AND PROFESSIONAL
TRAINERS ASSOCIATION**

The Stark County Board of Developmental Disabilities and the Stark County Educators and Professional Trainers Association agree to promote Cynthia Swanson to the position of Nurse Educator. Nurse Educator is a newly recognized position on Schedule B. Ms. Swanson will be promoted to this position and receive the wages of step 11 which is \$31.63.

It is also agreed upon that the reason the employee is not being moved to her current step on Schedule E, (step 16) is that she does not possess a four-year degree which is the requirement of all other job classifications on Schedule B.

It is also agreed upon that the hours of the position will be 7.5 daily (Monday through Friday), and the scheduling of such hours will be done depending on program needs (7:30 am to 3:30 pm or 8:00 am to 4:00 pm).

This agreement is being entered into on a non-precedent basis. All other conditions of the collective bargaining agreement shall apply.

Connie Poulton

Connie Poulton, Director of Human Resources

9-19-2014

Date

Mary Ann Mastnick

Mary Ann Mastnick, President, OEA

9/19/14

Date

MEMORANDUM OF UNDERSTANDING BETWEEN THE STARK COUNTY BOARD OF
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The Stark County Board of Developmental Disabilities agrees to provide a \$.30 per hour shift differential to each employee who is required to begin their work shift at 11:45 am at Rubbermaid, Inc. This Memorandum of Understanding recognizes that the normal clock in time for eligibility of the \$.30 per hour shift differential is outlined in Article XXII, Section 2 of the Collective Bargaining Agreement.

This Memorandum of Understanding will be considered as the final resolution regarding this matter. The parties agree that neither of them shall use the settlement of this issue as precedent in any other matter and the parties agree that this MOU will be interpreted in accordance with all other provisions of the parties' Agreement.

Connie Poulton

Connie Poulton, Director of Human Resources

9-15-2014

Date

Mary Ann Mastnick

Mary Ann Mastnick, President, OEA

9-15-2014

Date

**MEMORANDUM OF UNDERSTANDING BETWEEN THE STARK COUNTY BOARD OF
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The Stark County Board of Developmental Disabilities agrees to maintain the supplemental amount listed below for the duration of the current contract (June 1, 2014 thru May 31, 2017). Please note that the amounts listed were the amounts listed in the prior contract for the 2013-2014 year.

	<u>June 1, 2014 thru May 31, 2017</u>
Workshop Socials	1,350
Prom Chaperones	35
SO Nurse	3,940
Basketball	1,910
Softball	1,800
Track/Field	1,910
Bowling	1,910
Developmental	1,025
Volleyball	1,800
Swimming	1,800
Basketball HA	1,255
Softball HA	1,185
Track/Field HA	1,255
Bowling HA	1,255
Developmental HA	460
Volleyball HA	1,185
Swimming HA	1,185
Basketball Asst	855
Softball Asst	810
Track/Field Asst	855
Bowling Asst	855
Developmental Asst	460
Volleyball Asst	810
Swimming Asst	810

This Memorandum of Understanding will be considered as the final resolution regarding this matter. The parties agree that neither of them shall use the settlement of this issue as precedent in any other matter and the parties agree that this MOU will be interpreted in accordance with all other provisions of the parties' Agreement.

Connie Poulton

Connie Poulton, Director of Human Resources

9-15-2014

Date

Mary Ann Mastnick

Mary Ann Mastnick, President, OEA

9-15-2014

Date