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STATE EMPLOYMENT
RELATIONS BOARD

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Ext

K# 26539

MASTER CONTRACT

between the

Whitehall City School District Board of Education

and the

Whitehall Education Association*

2011-2014



*Affiliated with the Ohio Education Association/National Education Association

July 1, 2011 – June 30, 2014



WEA MASTER CONTRACT for 2011-2014

The parties to this Master Contract Agreement are the Whitehall Education Association (WEA) and the Whitehall City School District Board of Education (Board), collectively hereinafter as "the parties." These parties mutually agree and acknowledge that the Whitehall City School District now faces a serious financial circumstance as a result of a substantial loss of revenue affecting the operation of the District. This Agreement is proposed and adopted in order to address the financial condition of the employer as a result of the projected deficit contained in the Treasurer's five-year forecast issued in February of 2011. Therefore, in consideration of the mutual promises contained herein for the purposes of resolution of the employer's projected financial condition, the parties agree to be bound as follows:

1. Article 902 of the most recent negotiated agreement between the parties ("Duration") is hereby modified to establish an effective end date of June 30, 2011.
2. The parties hereby enter into a successor agreement for the period of July 1, 2011 through June 30, 2014.
3. The terms of the successor agreement shall be the same as set forth in the negotiated agreement ending on June 30, 2011, except as noted below:
 - a. The salary schedule for the 2011-12 school year shall be the same as that provided for such year under the previous negotiated agreement between the parties. In so providing, it is the intention of the parties that the compensation presently established for bargaining unit members for 2011-12, and already initiated through regular payroll procedures, remain unchanged for the balance of the 2011-12 school year.
 - b. Notwithstanding any other language to the contrary found in the previous negotiated agreement, the salary schedule for the 2011-12 school year shall remain in place for the 2012-13 and 2013-14 school years. It is further agreed that no unit member will be advanced on the experience steps of the schedule during such period. Therefore, each bargaining unit member's current salary will be frozen until June 30, 2014, and there shall be no movement on the salary schedule during this time period with the exception of a degree change or due to the teacher retention incentive provision in section 710 of the Master Agreement. It is understood and agreed that nothing in this Master Contract Agreement shall create any legal obligation upon the Board to grant a "catch up" step or "catch up" compensation to a unit member who was not advanced on experience steps for the 2012-13 or 2013-14 school years.
 - c. The parties agree that the wage freeze as above outlined will be utilized for the sole purpose of creating funds to remove all teaching positions from consideration



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of force reductions for the 2012-14 school years. Should the board or any other lawfully empowered entity during the term of this agreement during the 2012-14 school year cause a reduction of bargaining unit personnel (RIF) for financial reasons, then this Memorandum of Agreement will be considered null and void. In such case, the salary freeze herein instituted shall be immediately terminated and all employees moved up on the columns and steps to the levels required in accordance with the original salary schedule. Any increase in salary as a result of the reinstatement of the schedule will be prorated prospectively from the effective date of the RIF to the end of the school year. It is understood by the parties that a RIF by Attrition (resignation, retirement, non-renewal or termination of a contract) shall not initiate any rights above outlined.

Elimination of programs beyond those that are vacated by attrition, shall be considered part of a RIF.

- d. Specific language changes approved by the parties and set forth in **Exhibit A** hereto shall be incorporated into the successor agreement.
4. It is agreed that, for purposes of retirement and District seniority, all bargaining unit members will receive full credit for their years of service under the successor agreement; however, such years of service will not be used to for the purpose of advancing any member of the bargaining unit on the salary schedules or supplemental schedules.
5. The parties agree that if at any time during the term of the successor agreement an administrator group or other employee group (with the exception of the C. Ray Williams Preschool) is provided any benefit or compensation which represents an improvement of the salary, wages, or benefits that were in effect for the 2011-12 school, then the President of the WEA shall be notified within 15 days in writing of the improved benefit or compensation to be provided, and the same improvement shall be offered to all members of the WEA bargaining unit.
6. The parties fully and specifically acknowledge that the salary freeze incorporated in this Master Contract Agreement is solely for the purpose of resolving issues related to the employer's projected financial deficit. Except as set forth herein, this Master Contract Agreement shall have no effect on any other section of the successor agreement between the parties. The parties also agree that this Master Contract Agreement establishes no precedent and that neither party will use this Master Contract Agreement to demonstrate a custom or practice of the parties in any future proceedings.



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7. Medical Insurance: 604.02 Cost
 1. Single Premium: 2011-2014 Board pays 90% --employee cost shall be 10% and shall not exceed \$30.00 per month.
 2. Family Premium: 2011-2014 Board pays 70%--employee cost shall be 30% and shall not exceed \$200.00 per month.

8. The parties agree that any alleged violation of this Master Contract Agreement shall be enforceable through the grievance and arbitration procedure as provided for in Section 107 of the successor agreement.

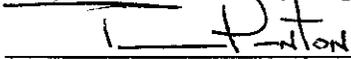
WHITEHALL BOARD OF EDUCATION



Walter Armes, Board President



Judyth Dobbert-Meloy, Superintendent

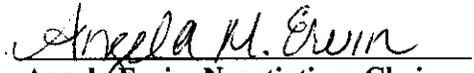


Tim Penton, Treasurer

WHITEHALL EDUCATION ASSOCIATION



Alisha Wilson, W.E.A. President



Angela Ervin, Negotiations Chair



Paul Stanca, Treasurer



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EXHIBIT A

Definition Of A Professional Development Day

In order to reduce confusion about which days are coded as professional development days in the staff attendance system the WEA and the administration have agreed upon the following definition to describe professional development activities.

A "Professional Development Day" shall be considered as any day that a staff member has received administrative approval to attend or be engaged in an activity that is specifically designed to enhance or improve the person's own professional skills and abilities. Professional development days do not include times when a staff member may be assigned to work with students or to perform other tasks, that while important to the success of the school or program, are not designed to enhance the person's professional skills.