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STATE EMPLOYMENT  
RELATIONS BOARD

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EXT

# MASTER CONTRACT

between the

Whitehall City School District Board of Education

and the

Ohio Association of Public School Employees  
AFSCME, AFL-CIO

2011-2014



July 1, 2011 - June 30, 2014



## OAPSE MASTER CONTRACT for 2011-2014

consideration of force reductions for the 2012-14 school year. 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.

- 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 OAPSE 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 OAPSE 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.
7. 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.



## OAPSE MASTER CONTRACT for 2011-2014

### ADDENDUM

#### **Article 37 Pay Provisions**

Page 25/26 of the current contract:

E. Any employee who works in a higher paying classification for five (5) consecutive work days shall be paid at the higher rate of pay for the days worked at that classification. Beginning with the 6<sup>th</sup> day worked in that classification an employee will be entitled to retroactivity in that position for days 1 through 5. This provision will only apply to employees who work the entire work day in the higher paying classification.

#### *New Language added to E.*

**In the event an elementary secretary is not at work, the office aide in the building will be used as the substitute for the secretary. A substitute shall then be called for the office aide's position. The office aide shall work the hours of the secretary. The aide shall be paid on the secretary's salary schedule, at the aide's current step, beginning with the first day of the assignment.**

This provision will be effective immediately when the contract is ratified by the association and the board of education.

### HOUSE KEEPING

Page 8

#### **Article 10**

#### **Job Bid and Transfer**

#### **Old Language with new word inserted**

As an alternative to the posting procedures set forth in this article the board may expedite the filling of bargaining using vacancies or the exercising of bumping rights (in case of a reduction in force) by holding a meeting giving ten (10) **calendar** days advance notice. This meeting will be for all employees within the classification to be filled. If an employee cannot attend the meeting they may designate another member of the union to bid for them. Employees who cannot attend due to a legitimate reason (i.e., vacation, personal business that cannot be conducted outside the meeting time, illness, etc.) may request to be contacted by telephone to place their bid.



## OAPSE MASTER CONTRACT for 2011-2014

### ADDENDUM

Page 22

**Article 34**

**Severance Pay**

#### **Old Language with correction**

F. A unit member electing to retire with nine (9) months of the first day of eligibility will receive an additional one hundred-~~forty~~ **fifty** dollars (\$150.00) for each year of service in the Whitehall City School District. The maximum number of years service in the district shall be limited to thirty (30) years.

Page 24

**Article 36**

**Transportation**

*DELETE*

~~C. The two (2) most senior bus aides shall receive his/her regular hourly rate effective their first scheduled work day of the school year if they are returning from the previous year.~~

Page 28

**Article 42**

**Life Insurance**

#### **Old Language**

If an employee desires, he/she may increase additional insurance to a maximum of \$60,000.00. The employee shall assume the costs for the additional insurance, but will be provided the preferential rate of purchase as established by the carrier.

#### *New Language*

**If an employee desires, he/she may purchase additional insurance to the limits allowed by the carrier. The employee shall assume the costs for the additional insurance, but will be provided the preferential rate of purchase as established by the carrier.**

#### **Agreement to Develop New Language**

**During the 2011-12 school year the association and district agree to develop language and a salary schedule that will provide OAPSE members with the opportunity to advance based on certifications or degree credits earned to enhance their work skills.**



OAPSE MASTER CONTRACT for 2011-2014

WHITEHALL BOARD OF EDUCATION

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Walter Armes, Board President

Judyth Dobbert-Meloy  
Judyth Dobbert-Meloy, Superintendent

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Sean Dahl, President Local 297

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Ruth Stahl, President Local 768

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OAPSE Field Representative