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STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION

COLON COMMUNITY SCHOOLS,

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
CLERK OF COURT

Employer,

MERC CASE NO.: G89 K-0691

-and-

FACT FINDER: Sheldon H. Adler

SOUTHWESTERN MICHIGAN EDUCATION
ASSOCIATION,

Union.

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

FACT FINDER'S REPORT

The first hearing held in this matter was in Colon, Michigan, on March 10, 1990, at the Colon High School. At the time, both parties presented testimony and exhibits in support of their respective positions. The unique nature of the relationship and the past history in terms of the existing agreement, presented the fact finder with a challenge that was certainly not routine. The present salary schedule and its comparison to the surrounding communities, made it very clear that issue and the medical insurance issue represented two difficult problems to resolve. I determined that any meaningful assistance I could provide would only be after the parties fully understood each other's positions. It seemed at this time that the parties were having a great deal of difficulty agreeing on anything. There were accusations that tentative agreements were not being lived up to.

At the conclusion of the hearing, I instructed the parties to provide closing arguments in writing (briefs) and informed them an additional session could be anticipated if I felt it

Colon Community Schools

would be in everyone's best interests.

Briefs from both parties were submitted within the time limits and were studied in the hope of submitting a meaningful and helpful finding without further meetings. This was not the case however, since there was a change in personnel for the Union after the briefs were submitted and, in my opinion, the briefs did not clarify the positions of the parties. In the vain hope of obtaining some sort of accord, I instructed the parties to further clarify their positions. In my opinion, the parties have spent more of their time telling each other what they could not do and not enough time exploring viable alternatives.

After the additional exchange between the parties and further clarification sent to me, it was agreed that a second session would be appropriate and could be helpful. An executive session was scheduled to nail down the parties' positions. This meeting was held on June 6, 1990, in Jackson, at which time the parties briefly and succinctly exchanged their positions verbally with regard to each outstanding issue. I left that meeting sincerely believing that the parties were very close to an accord. Unfortunately, that was not the case.

The outstanding issues discussed in the June 6, meeting were:

1. Family sick leave;
2. Tuition;
3. Leave accumulation;
4. Preparation overload;
5. Loss of prep time;
6. Concerted activities;
7. Agency shop;
8. Mediation;

9. Insurance arbitration;
10. Unfair labor practice charge;
11. Salary;
12. Insurance.

Numerous phone conversations and the exchange of numerous documents took place after the June 6 meeting. However, it was clear that the parties had not reached an accord on any of the above mentioned issues. That being the case, I must now relate what I perceive to be the parties' final position on each of the above issues, which are as follows:

1. Family Sick Leave. The present agreement does not speak of family sick leave. As I understand the practice, based on the testimony and exhibits presented, leave was granted in certain circumstances, depending on necessity and the reasonableness of the request.

The position of the School Board was that the existing contract not be changed.

The proposal by the Union originally, was that there be a family sick leave allowance for each full time teacher for purposes of caring for a person in their immediate household who was ill or disabled with limits on the amount of time and that the leave be deducted from the regular sick leave accumulation.

The Union finally agreed during the fact finding process, with the Board's position that there be no change in this issue.

2. Tuition reimbursement - Contract Section 8.4. The present contract language, briefly stated, is that a certified teacher is entitled to receive reimbursement at the rate set forth in a schedule known as Schedule "A" for each semester hour

of graduate work or the actual charge of the institution, whichever is less, provided the credit hours earned were:

- A. In the teacher's major or minor field;
- B. Given by an institution approved by the Employer;
- C. Earned while the employee was an employee of the Employer;
- D. Teacher received a grade of no less than B or the equivalent; and
- E. Prior approval.

The Board's position was that this section be removed. The Union's proposal was that the section remain.

3. Leave Accumulation. The present contract provides leave allowance for each full time teacher as follows:

Sick Leave - ten days yearly, can accumulate up to 100 days and they are compensable

The SMEA's proposal was that the accumulation be at 100 days' salary and that in August of each year, teachers leave day accumulation to be increased at the percentage rate of three month U. S. Treasury Bills on August 15, or the business day nearest to the 15th of August.

The Board's proposal was that the leave be credited to a teacher's leave allowance account at a salary rate when earned.

4. Preparation Overload. 6.4 of the present agreement entitled "Classroom Teachers", reads as follows:

The normal work week for a full time teacher regularly assigned as a 7-12 classroom teacher shall include:

a. . . .

b. . . .

The duties of a 7-12 classroom teacher shall not include responsibility for:

a. . . .

b. . . .

c. . . .

A junior/senior high school teacher shall not be required to accept more than four (4) course preparations for a seven period day for each full semester provided that a teacher may be required to take an additional course in the case of an emergency and provided further that this course limitation shall not be applied to . . .

The SMEA proposal was, in addition to the above language, that any teacher accepting more than four different course preparations shall be entitled to receive a percentage increase as additional compensation.

The Board proposal was an increase of a lesser percentage.

5. Loss of Prep Time.

Section A-1.1. Compensation Adjustments.

a. . . .

b. . . .

c. Substitute teacher pay for members of the bargaining unit shall be compensated at \$10.00 for high school teaching.

Union proposal, increase \$10.00 to \$12.50.

Board proposal, contract language remain the same.

6. Concerted Activities. 4.22 of the existing contract states:

SMEA agrees that it will in good faith cooperate with the employer in attempting to assure that reasonable work standards, schedules and rules and regulations of the employer are complied with and that it will not directly or indirectly, encourage, permit or cause and concerted work stoppage, slow down, strike or other interference with the day-to-day operation of the employer.

SMEA proposal, no change.

Board proposal, add the following language: The provisions of this section shall remain in full force and effect until a new Collective Bargaining Agreement is executed by the parties.

7-8. Agency Shop and Mediation. The issues of agency shop and mediation were combined and for purposes of brevity, a xerox copy of the positions of each party is being attached to this report (see Exhibits A through E).

9. Insurance Arbitration. At the present time, an arbitrator's decision is being appealed to the St. Joseph County Circuit Court regarding a provision in the existing contract limiting the cost of premium increase for insurance. Apparently, the arbitrator held in favor of the Union's contention and the Board rejected the arbitrator's decision. This has created an emotional issue and this combined with an unfair labor practice charge filed by the employer, have contributed to an otherwise difficult contract negotiation to resolve.

11. Wages. The demand by the Union and the proposal by the Board with regard to wages for purposes of a fact finding are provided by the attached Exhibit 2:

Exhibit 2A is the MEA's original wage demand, that being for a two year contract.

Exhibit 2B is the Board's original proposal for a three year contract.

Exhibit 2C is the Union's demand for a four contract.

Exhibit 2D is the Union's final demand for a two year contract.

Exhibit 2F is the Employer's final offer of a four year contract.

12. Insurance. The insurance proposals for both parties are as follows on the following Exhibit 3:

Exhibit 3A is the existing insurance coverage in accordance with the Collective Bargaining Agreement.

Exhibit 3B is the original SMEA proposal.

Exhibit 3C is the Board's proposal.

Exhibit 3D is the SMEA's final demand.

FINDINGS

The Fact Finder, after reviewing all of the proposals, demands and documentation, having numerous phone conversations and two meetings with the parties, believes that the parties could be closer together and should be within short reach of an agreement at this time. In my opinion, the parties have spent not enough time in negotiations and too much time justifying the position that they find themselves in. For that reason and apparently, other reasons which I do not fully understand, the parties are unable to make each other understand each other's problems. It also appears as though the proposals presented are not fully understood by the opposite parties. I am not a mediator however, circumstances placed me in a position where I

did attempt to mediate, therefore, I obtained what I consider to be a somewhat better understanding of each parties' position. In my opinion, the most serious issues are the salary and insurance issues. In addition, there is now a question as to the length of the contract, which, of course, affects each of the issues. Based on my understanding of the parties' feelings with regard to these issues and in the hope of assisting the parties at reaching an agreement, I am making the following recommendations. Primarily, my recommendation would be a two year agreement with the first year having already passed and that the parties attempt to get into serious negotiations immediately. With regard to the issues, my recommendations are as follows:

1. Family Sick Leave. Based on all of the discussions, it is clear that the parties can easily live with the present language and I therefore recommend that there be no change.

2. Tuition Reimbursement. It is the recommendation of the Fact Finder that tuition reimbursement remain as is and there be no change.

3. Leave Accumulation. No change.

4. Preparation Overload. That the SMEA proposal be accepted.

5. Loss of Prep Time. No change.

6. Concerted Activities. No change.

7. Agency Shop. No change.

8. Mediation. The Board's proposal is accepted.

9. Insurance Arbitration. That the Board be required to

make whatever payments were required by the arbitrator under this decision.

10. Unfair Labor Practice Charge. The Fact Finder chooses not to make any recommendation with regard to the unfair labor practice charge since not enough information was provided.

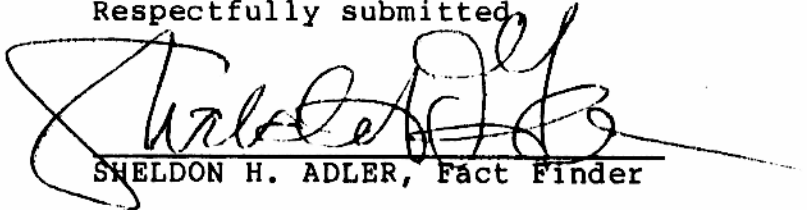
11. Salary. The Fact Finder recommends that the Board's proposal for the first two years, that is, Exhibits 2F1 and 2F2, be instituted and that the parties immediately begin negotiations for a new Collective Bargaining Agreement to take effect school year 1991 through 1992 and forward.

12. Insurance. Adopt the Union's final demand for the year 1990 - 1991.

The thrust of this fact finding is that for a myriad of reasons, the parties have been unable to hammer out an agreement through negotiations. It is unnecessary and counter productive for me to lay blame. Factors beyond anyones' control such as, a change in the administration by the Union late in the game, have allowed misunderstandings or the perception of misunderstandings to enter the relationship. There would appear to be and again, for no reason, a lack of trust between the parties. Based on my contact with the parties, my discussions with them in formal session, by phone and through other communications; this lack of trust has no foundation in fact. I believe, based on what I have observed, that the parties are doing everything in their power to be straight forward, however, they are not spending enough time explaining their positions to each other. A fresh start for

negotiations for the years 1991, 1992 and forward, will, in the opinion of this fact finder, be of great benefit to all.

Respectfully submitted,

A large, stylized handwritten signature in dark ink, appearing to read 'Sheldon H. Adler', is written over a horizontal line. The signature is fluid and cursive, with a large initial 'S' and 'A'.

SHELDON H. ADLER, Fact Finder

DATED: June 26, 1990

existing contract

4.14 Deduction of Membership Dues. Any teacher who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing deduction of the dues, assessments and contributions to the SMEA, NEA, and local employee unit as designated by the SMEA, such authorization to continue in effect unless revoked in writing to the Association treasurer between August 1 and August 30 of any given year. Such sum shall be deducted nine (9) substantially equal monthly deductions beginning with the first salary check in October and every other pay period thereafter. If the list is not submitted from the treasurer timely then the deductions would be made double the next month.

4.15 Service Fee. Any teacher who is not a member of the Association or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties shall as a condition of employment, pay a service fee to the Association equal to the amount uniformly assessed teachers, provided that the teacher may authorize payroll deduction in the same manner as provided in section 4.14 of this article. In the event that the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association.

4.16 General Administration. SMEA shall certify in writing to the employer not later than twenty (20) calendar days following the beginning of the school year the authorized amount to be deducted for each bargaining unit member electing payroll deductions. Monies so deducted shall be remitted to the Association or its designee no later than ten (10) days following each deduction, accompanied by a list of employees from whom deductions have been made.

4.17 Indemnification. The Association assumes full responsibility for the validity and legality of the provisions herein set forth. The Association by the execution of this agreement expressly agrees to indemnify and to save to the Board harmless from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of the Board's compliance with the provisions of this article.

smea proposal

4.14 Deduction of Membership Dues. Any teacher who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing deduction of the dues, assessments and contributions to the SMEA, NEA, and local employee unit as designated by the SMEA, such authorization to continue in effect unless revoked in writing to the Association treasurer between August 1 and August 30 of any given year. Such sum shall be deducted seventeen (17) substantially equal deductions beginning with the first salary check in October and every pay period thereafter. If the list is not submitted from the treasurer timely then the deductions would be increased over the remaining deductions.

4.15 Service Fee. Any teacher who is not a member of the Association or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall as a condition of employment, pay a service fee to the Association as determined in accordance with the NEA Policy and Procedures Regarding Objections to Political-Ideological expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred. The teacher may authorize payroll deduction in the same manner as provided in section 4.14 of this article. In the event that the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association.

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4.16 General Administration. SMEA shall certify in writing to the employer not later than twenty (20) calendar days following the beginning of the school year the authorized amount to be deducted for each bargaining unit member electing payroll deductions. Monies so deducted shall be remitted to the Association or its designee no later than ten (10) days following each deduction, accompanied by a list of employees from whom deductions have been made.

4.17 Indemnification. In the event of legal action against the employer brought in a court or administrative agency because of its compliance with this Article, the SMEA agrees to defend such action, at its own expense and through its own counsel, provided:

The employer gives timely notice of such action and permits the SMEA intervention as a party if it so desires, and

The employer gives full and complete cooperation to the SMEA and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.

The SMEA agrees that in any action so defended, it will hold the employer harmless from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.

board proposal

4.141 Voluntary Association. Each teacher shall have the right to freely join or refrain from joining, or to financially support without joining, the CEA, SMEA, MEA and NEA and shall not be discriminated against by reason of such choice or choices.

4.142 Teacher Authorizations. If a teacher wishes to join or provide support for one or more of such organizations, the Employer agrees to deduct such lawful fees for the negotiation and administration of the contract as the teacher may authorize in writing. Each authorization shall be valid for a 12-month period unless sooner revoked by a teacher in writing.

4.143 Deduction Procedure. The Association shall confirm in writing to the Employer the Amount of each installment to be deducted, which amount shall remain in effect until a different amount is authorized by a teacher. All deductions and the procedures therefore shall comply with applicable law. The Employer shall transmit within 20 days the total deductions made to such person as shall be designated by the SMEA in writing. The Employer assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the SMEA agrees to refund any such overpayment with 20 days.

4.144 Save Harmless. The SMEA assumes full responsibility for the validity and legality of the deductions herein authorized and expressly agrees to indemnify and save the Employer harmless from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of the Employer's compliance with the provisions of this section.

1B

limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities, and the teaching activities of its employees;
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfers all such employees;
- C. To establish grades and courses of instruction, including special programs, and to provide such student activities, including athletic, recreational, academic and social events, as deemed necessary or advisable by the Employer;
- D. To decide upon the means and methods of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent that such specific and express terms thereof are in conformance with the Constitution and Laws of the State of Michigan, and the Constitution and Laws of the United States.

ARTICLE 4

ASSOCIATION RIGHTS AND RESPONSIBILITIES

4.1 Association Rights. In order to facilitate the administration of this agreement, the SMEA shall have, in addition to other rights expressly set forth herein or provided by statute, the following rights:

4.11 Meeting Facilities. The use of school facilities at reasonable hours for the conduct of meetings of the Association, such use to be governed by policies adopted from time to time by the Employer for the use of its facilities.

4.12 Services and Equipment. The Association may use designated Employer equipment with a usage cost to be agreed upon by the parties. The Employer shall be reimbursed by the Association for all supplies used and for any damages.

4.13 Employee Communications. SMEA shall have the right to communicate with bargaining unit members through the use of a bulletin board in each teachers' lounge, or the reasonable use of the school mail service. All materials shall bear the name of SMEA and the name of the person authorizing the posting or distribution thereof. No SMEA materials of any kind shall be displayed on or about physical facilities of the Employer except on the designated bulletin boards and no displayed material shall be derogatory to the Employer nor to any employee. SMEA shall save and hold the Employer harmless from any and all expense or liability whatsoever arising out of the preparation and/or use of any such materials.

4.14 Association Security

4.141 Voluntary Membership. Each teacher shall have the right to freely join or refrain

Colon Community Schools
Collective Bargaining Agreement

from joining the CEA, SMEA, MEA and NEA and shall not be discriminated against by reason of such choice or choices. However, since the association is required by law to represent all teachers in the bargaining unit fairly, equally and without regard to a teacher's association membership, any teacher who chooses not to be a member of the association shall pay a collective bargaining representation fee.

4.142 Representation Fee Selection. Each teacher shall select one of the following representation fee options.

A. **Association membership fee.** The fee shall be the dues uniformly and lawfully required of members of the association:

B. **Agency service fee.** The fee shall be the amount certified by the association as the proportionate member cost for the negotiation and administration of this agreement, subject to the limitations and adjustment herein provided; or

C. **Community service fee.** The fee shall be the same amount as the agency service fee and shall be paid by a teacher who certifies in writing that he has a sincere religious objection to joining or financially supporting a labor organization. The fee when finally determined shall be deposited in the *Community Service Fee Fund* maintained by the Employer and shall be administered by the Employer for student activities.

If a teacher fails to make a selection, the teacher shall be deemed to have selected the payment of the agency service fee. The representation fee selected by a teacher shall remain in effect until revoked by the teacher in writing.

4.143 Service Fee Computation The service fee shall be limited to the reasonable cost of negotiating and administering the bargaining unit agreement, subject to such substantive and procedural limitations from time to time established by law. In no event shall a service fee:

A. Be greater than the membership fee.

B. Include any amount, directly or indirectly, for political activities, or engaging in or supporting a "strike" as defined by this agreement or by law, or for any illegal activity. If the association materially violates this provision, the Employer shall have the right, in addition to any other remedies, to terminate any further membership or service fee deductions for the Union.

C. Each teacher who has paid an agency or a community service fee shall be entitled to participate without discrimination in all of the activities of the bargaining unit relating to the negotiation and administration of this agreement. The receipt of all communications received by association members concerning the administration or negotiation of the collective bargaining agreement, and the right to participate in all decisions relating thereto. A teacher paying only a service fee shall not be eligible to receive general association publications, fringe benefits paid by the association not made pursuant to the terms of this agreement nor to hold any association position or office not directly related to the administration or negotiation of the collective bargaining agreement.

4.144 Deduction Procedure. The Association shall confirm in writing to the Employer the amount of each membership or service fee installment to be deducted, which amount shall remain in effect until a different amount is authorized by a teacher. All deductions and the procedures therefore shall comply with applicable law. The Employer shall transmit within 20 days the total deductions made to such person as shall be designated by the SMEA in writing. The Employer assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the SMEA agrees to refund any such overpayment within 20 days.

4.145 Save Harmless. The SMEA assumes full responsibility for the validity and legality of the deductions herein authorized and expressly agrees to indemnify and save the Employer harmless from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of the Employer's compliance with the provisions of this section.

4.15 Board Policies and Minutes. The Employer shall provide SMEA with a copy of the approved minutes of each open session of the Board of Education and shall make available in each teachers' lounge a current copy of those Board of Education policies which relate to the performance of the professional duties of the teachers using such lounge.

4.2 Association Responsibilities. SMEA shall have, in addition to other responsibilities expressly set forth herein or provided by law, the following responsibilities:

4.21 Association Representatives. SMEA shall promptly notify the Employer in writing of the names of those persons who have been authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a new written notice.

4.22 Concerted Activities. SMEA agrees that it will in good faith cooperate with the Employer in attempting to assure that reasonable work standards, schedules and the rules and regulations of the Employer are complied with and that it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slowdown, strike or other interference with the day-to-day operations of the Employer.

4.23 Association Activities. Except by the express agreement of the Employer, the performance of the duties of any employee shall not be interrupted for the purpose of conducting any SMEA activities whatsoever, provided, however, that this provision shall not prevent an authorized representative of SMEA from having such reasonable contact with members of the bargaining unit as shall be necessary to ascertain that the terms of this agreement are being observed.

ARTICLE 5

TEACHERS RIGHTS AND RESPONSIBILITIES

5.1 Teaching Aids and Facilities. The Employer shall provide for each school facility to the extent reasonably available:

- A. Typing and duplicating facilities for the preparation of necessary instructional materials and, whenever practicable, clerical assistance for duplicating such materials;
- B. Desk, closet and shelf space for each teacher;
- C. Telephone facilities for professional use. Personal calls may be made subject to applicable

ISSUE Salary

2A1

existing contract

1988-1989

	BA	BA+18	BA+30	MA	MA+25
1	17640	18346	19051	19757	20462
2	18169	18875	19580	20286	20992
3	18698	19404	20110	20815	21521
4	19228	19933	20639	21344	22050
5	19757	20462	21168	21874	22579
6	20286	20992	21697	22403	23108
7	20815	21521	22226	22932	23638
8		22050	22756	23461	24167
9		22579	23285	23990	24696
10		23108	23814	24520	25225
11		23638	24343	25049	25754
12		24167	24872	25578	26284
13		24696	25402	26107	26813
14		25225	25931	26636	27342
15		25754	26460	27166	27871
16			26989	27695	28400
17			27518	28224	28950
18			28048	28753	29459
19			28577	29282	29988
20			29106	29812	30517
21			29635	30341	31046

LONGEVITY

Teachers employed full time by the Colon School District for twenty years (20) will receive in addition to the salary schedule sixty (60) dollars for each of the years they have been employed by the Colon School District beyond fifteen (15) years of service. The amount shall not exceed eight hundred fifty dollars (\$850.00).

SALARY TRACK PLACEMENT

Any teacher who was paid under the BA + 15 salary schedule during the 1985-86 school year will be grandfathered and moved to the BA + 18 schedule.

smea proposal

1989-1990

1990-91

	BA	BA+18	MA	MA+30		BA	BA+18	MA	MA+30
1-2	19411	20168	21696	22462	1	20866	21691	23347	24177
3	19979	20739	22284	23061	2-3	21484	22312	23986	24826
4	20548	21311	22873	23660	4	22103	22933	24625	25475
5	21117	21883	23463	24260	5	22722	23555	25264	26126
6	21687	22456	24053	24860	6	23342	24178	25905	26776
7	22257	23029	24643	25460	7-8	23962	25425	27187	28079
8		23603	25235	26062	9		26049	27829	28731
9		24177	25826	26663	10		26674	28471	29384
10		24753	26418	27266	11-12		27925	29757	30690
11		25328	27010	27868	13		28551	30401	31345
12		25904	27604	28472	14		29178	31045	31999
13		26480	28197	29075	15-16-17		29805	32981	33966
14		27057	28791	29679	18			33628	34623
15-16		27634	29981	30889	19			34275	35280
17			30576	31495	20			35570	36596
18			31173	32101					
19			31769	32708					
20			32964	33923					

LONGEVITY

Teachers beginning their twenty first year of consecutive service shall receive a longevity payment of four hundred dollars and and additional seventy five dollars each year thereafter.

SALARY TRACK PLACEMENT

Any teacher employed during the 1988/89 school year who has or obtains thirty semester hours in addition to their BA degree will be paid at 97.1% of the MA track.

Any teacher employed during the 1985/86 school year and paid on the BA+15 salary track will be paid on the BA+18 track.

2A1

board proposal

1989-1990

1990-1991

	BA	BA+18	BA+30	MA	MA+25		BA	BA+18	BA+30	MA	MA+25
1	18169	18896	19623	20350	21076	18714	19463	20212	20961	21708	
2	18698	19425	20152	20879	21605	19243	19992	20741	21490	22237	
3	19227	19954	20681	21408	22134	19772	20521	21270	22019	22766	
4	19756	20483	21210	21937	22663	20301	21050	21799	22548	23295	
5	20285	21012	21739	22466	23192	20830	21579	22328	23077	23824	
6	20814	21541	22268	22995	23721	21359	22108	22857	23606	24353	
7		22070	22797	23524	24250		22637	23386	24135	24882	
8		22599	23326	24053	24779		23166	23915	24664	25411	
9		23128	23855	24582	25308		23695	24444	25193	25940	
10		23657	24384	25111	25837		24224	24973	25722	26469	
11		24186	24913	25640	26366		24753	25502	26251	26998	
12		24715	25442	26169	26895		25282	26031	26780	27527	
13		25244	25971	26698	27424		25811	26560	27309	28056	
14		25773	26500	27227	27953		26340	27089	27838	28585	
15		26302	27029	27756	28482		26869	27618	28367	29114	
16			27558	28285	29011			28147	28896	29643	
17			28087	28814	29540			28676	29425	30172	
18			28616	29343	30069			29205	29954	30701	
19			29145	29872	30598			29734	30483	31230	
20			29674	30401	31127			30263	31012	31759	
21			30203	30930	31656			30792	31541	32288	

1991-1992

	BA	BA+18	BA+30	MA	MA+25
1	19463	20242	21020	21799	22576
2	19992	20771	21549	22328	23105
3	20521	21300	22078	22857	23634
4	21050	21829	22607	23386	24163
5	21579	22358	23136	23915	24692
6	22108	22887	23665	24444	25221
7		23416	24194	24973	25750
8		23945	24723	25502	26279
9		24474	25252	26031	26808
10		25003	25781	26560	27337
11		25532	26310	27089	27866
12		26061	26839	27618	28395
13		26590	27368	28147	28924
14		27119	27897	28676	29453
15		27648	28426	29205	29982
16			28955	29734	30511
17			29484	30263	31040
18			30013	30792	31569
19			30542	31321	32098
20			31071	31850	32627
21			31600	32379	33156

LONGEVITY

Step 22-24	\$ 750
Step 25+	\$1500

TRACK PLACEMENT

Any teacher employed during the 1985/86 school year and paid on the BA+15 salary track will be paid on the BA+18 track.

No teacher will be added to the BA+30 and MA+25 lanes. All teachers presently there will remain there.

2B

2B

2c

SALARY

1989-1990:

Same schedule and base as in 1988-89.

Each teacher receives their increment step.

All 1/2 steps are eliminated. Those who were on a 1/2 step were moved to the next whole step.

Each teacher will receive an additional \$600 beyond the increment increase.

Longevity: In the twentieth year a teacher shall receive \$300.00. For each year after twenty this amount shall increase by \$60.00 to a maximum payment of \$850.00. This shall be paid in two installments - one at the end of each semester to be paid on a non-payroll Friday.

1990-91:

Eliminate the BA+30 Column. Grandperson those people on the BA+30 to the MA Column. All other teachers in the system must obtain an MA degree in order to advance from the BA+18 to the MA Column.

Eliminate the MA+25 Column. Add a Specialist Column. Grandperson those people on the MA+25 Column to the Specialist Column. All other teachers in the system must obtain a Specialist degree in order to advance from the MA Column to the Specialist Column.

The base of each column will increase by 4% over the previous year. The increments for each step will remain at \$529.00. The number of steps in each column will remain the same; BA-6, BA+18-15, MA-21, Specialist-21.

Longevity: In the twentieth year they shall receive \$350. Each year after twenty this amount shall increase by \$75.00 to a maximum of \$1000.00.

1991-92:

The base of each column increases by 4% over the previous year. Increments remain at \$529.00. Longevity remains the same as 90/91.

1992-93:

The base of each column increase by 5% over the previous year. Increments remain at \$529.00. Longevity remains the same as 90/91 and 91/92.

2c

20

The employer gives full and complete cooperation to the SMEA and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.

The SMEA agrees that in any action so defended, it will hold the employer harmless from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.

Mediation: Accept the Board's proposal.

Insurance Arbitration: Continue with the litigation of such. Teachers have been awarded this money through arbitration and since no gains have been made in salary and insurance benefits, they refuse to drop the issue.

Unfair Labor Practice Charges: Agree to drop the charges.

Salary: A reluctant willingness to accept a settlement for 1989-90 and 1990-91 as per the following:

1989-90: Accept the Board's proposal, which is as follows:

Same schedule and base as in 1988-89.

Each teacher receives their increment step.

All 1/2 steps are eliminated. Those who were on a 1/2 step were moved to the next whole step.

Each teacher will receive an additional \$600 beyond the increment increase.

Longevity remains as in the 1988-89 contract.

1990-91: Accept the Board's proposal, which is as follows:

Eliminate the BA+30 Column. Grandperson those people on the BA+30 Column to the MA Column. All other teachers in the system must obtain an MA degree in order to advance from the BA+18 Column to the MA Column.

Replace the MA+25 Column with a Specialist Degree Column. Grandperson those people on the MA+25 Column to the Specialist Column. All other teachers in the system must obtain a Specialist degree in order to advance from the MA Column to the Specialist Column.

The base of each column will increase by 4% over the previous year. The increments for each step will remain at \$529.00. The number of steps in each column will remain the same; BA - 6 steps, BA+18 - 15 steps, MA - 21 steps, and the Specialist Column - 21 steps.

Longevity: In the twentieth year, a teacher shall receive \$350. Each year after twenty, this amount shall increase by \$75 to a maximum of \$1000.

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**SCHEDULE A
COLON COMMUNITY SCHOOLS
1989-90 SALARY SCHEDULE**

BA			BA+18			BA+30			MA	MA+25		
101	17640	201	18346	301	19051	401	19757	501	20462			
102	18169	202	18875	302	19580	402	20286	502	20991			
103	18698	203	19404	303	20109	403	20815	503	21520			
104	19227	204	19933	304	20638	404	21344	504	22049			
105	19756	205	20462	305	21167	405	21873	505	22578			
106	20285	206	20991	306	21696	406	22402	506	23107			
		207	21520	307	22225	407	22931	507	23636			
		208	22049	308	22754	408	23460	508	24165			
		209	22578	309	23283	409	23989	509	24694			
		210	23107	310	23812	410	24518	510	25223			
		211	23636	311	24341	411	25047	511	25752			
		212	24165	312	24870	412	25576	512	26281			
		213	24694	313	25399	413	26105	513	26810			
		214	25223	314	25928	414	26634	514	27339			
		215	25752	315	26457	415	27163	515	27868			
				316	26986	416	27692	516	28397			
				317	27515	417	28221	517	28926			
				318	28044	418	28750	518	29455			
				319	28573	419	29279	519	29984			
				320	29102	420	29808	520	30513			
				321	29631	421	30337	521	31042			

LONGEVITY:

Teachers employed full time by the Colon Community School District for twenty years will receive in addition to the salary schedule longevity as follows:

In the twentieth year they shall receive \$300.00. For each year after twenty this amount shall increase by \$60.00 to a maximum payment of \$850.00. This shall be paid in two installments - one at the end of each semester to be paid on a non-payroll Friday.

BONUS:

For the 1989-90 year only each teacher employed full time by the Colon Community School District will receive a bonus in the amount of \$600.00.

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**SCHEDULE A
COLON COMMUNITY SCHOOLS
1990-91 SALARY SCHEDULE**

	BA		BA+18		MA		Specialist
101	18346	201	19080	401	20547	501	21280
102	18875	202	19609	402	21076	502	21809
103	19404	203	20138	403	21605	503	22338
104	19933	204	20667	404	22134	504	22867
105	20462	205	21196	405	22663	505	23396
106	20991	206	21725	406	23192	506	23925
		207	22254	407	23721	507	24454
		208	22783	408	24250	508	24983
		209	23312	409	24779	509	25512
		210	23841	410	25308	510	26041
		211	24370	411	25837	511	26570
		212	24889	412	26366	512	27099
		213	25428	413	26895	513	27628
		214	25957	414	27424	514	28157
		215	26486	415	27953	515	28686
				416	28482	516	29215
				417	29011	517	29744
				418	29540	518	30273
				419	30069	519	30802
				420	30598	520	31331
				421	31127	521	31860

LONGEVITY:

Teachers employed full time by the Colon Community School District for twenty years will receive in addition to the salary schedule longevity as follows:

In the twentieth year they shall receive \$350.00. For each year after twenty this amount shall increase by \$75.00 to a maximum payment of \$1,000.00. This shall be paid in two installments - one at the end of each semester to be paid on a non-payroll Friday.

NOTE: Any teacher who was paid under the BA+30 schedule for the 1989-90 year will be grandfathered and moved to the MA schedule beginning in 1990-91 and years after. Any teacher who was paid under the MA+25 schedule for the 1989-90 year will be grandfathered and moved to the Specialist schedule in 1990-91 and years after.

**SCHEDULE A
COLON COMMUNITY SCHOOLS
1992-93 SALARY SCHEDULE**

	BA		BA + 18		MA		Specialist
101	20034	201	20835	401	22437	501	23238
102	20563	202	21364	402	22966	502	23767
103	21092	203	21893	403	23495	503	24296
104	21621	204	22422	404	24024	504	24825
105	22150	205	22951	405	24553	505	25354
106	22679	206	23480	406	25082	506	25883
		207	24009	407	25611	507	26412
		208	24538	408	26140	508	26941
		209	25067	409	26669	509	27470
		210	25596	410	27198	510	27999
		211	26125	411	27727	511	28528
		212	26654	412	28256	512	29057
		213	27183	413	28785	513	29586
		214	27712	414	29314	514	30115
		215	28241	415	29843	515	30644
				416	30372	516	31173
				417	30901	517	31702
				418	31430	518	32231
				419	31959	519	32760
				420	32488	520	33289
				421	33017	521	33818

LONGEVITY:

Teachers employed full time by the Colon Community School District for twenty years will receive in addition to the salary schedule longevity as follows:

In the twentieth year they shall receive \$350.00 For each year after twenty this amount shall increase by \$75.00 to a maximum payment of \$1,000.00. This shall be paid in two installments - one at the end of each semester to be paid on a non-payroll Friday.

NOTE: Any teacher who was paid under the BA + 30 schedule for the 1989-90 year will be grandfathered and moved to the MA schedule beginning in 1990-91 and years after. Any teacher who was paid under the MA + 25 schedule for the 1989-90 year will be grandfathered and moved to the Specialist schedule in 1990-91 and years after.

A-2. INSURANCE BENEFITS.

A-2.1 Benefit Plans. Subject to the provisions hereinafter set forth, each teacher shall have the right to select either Plan "A", "B" or "C", and all teachers shall receive Plan "D" benefits.

Plan A: Subject to any applicable contribution adjustments, the Employer agrees to contribute to MESSA health and medical insurance premiums, as follows*:

Insured	Monthly Premium Contribution
Teacher	\$ 82.40
Teacher and Spouse	\$189.50
Teacher and Children	\$189.50
Teacher, Spouse and Children	\$209.50

- * For the year 1987-88 these amounts shall not exceed a 10% increase.
- For the year 1988-89 these amounts shall not exceed a 10% increase over the 1987-88 plan.

If Super Med I insurance is selected:

A. The Employer agrees to reimburse each teacher for the 50/100 deductible actually paid but not exceeding an aggregate allowance of \$4,000.00. If the allowance is exceeded, the deficiency shall ratably reduce the reimbursement amount.

B. If a teacher subscribes for Super Med II coverage the premium difference shall be paid by the teacher.

Plan B: The Employer will contribute to each teacher not electing Plan "A" or Plan "C" a premium contribution not to exceed \$700.00 per year to be applied towards a tax-sheltered annuity plan as set forth in A-5.4, Part 2 of this schedule. Any amounts exceeding the employer's contribution allowance will be payroll deducted.

Plan C. The Employer will contribute to each teacher not electing Plan "A" or Plan "B" a premium contribution not to exceed the premium contribution for an individual teacher for the purchase of one or more of the following MESSA insurance benefits:

- a. Basic Term Life;
- b. Short term disability insurance;
- c. Hospital confinement indemnity insurance;
- d. Long term disability income insurance;
- e. Supplemental Life
- f. Survivor Income

3A₂

Plan D: Each teacher shall be provided with the MESSA Delta Dental Care Program "C" (50-50) with internal and external coordination of benefits.

A-2.2 Carrier/Plan Selection. The carrier and coverage selected by the Employer for the term of this agreement is MESSA Super Med I.

A-2.3 Contribution Adjustments.

- A. The benefits of a teacher who works less than a full school year or a part-time teacher shall be proportionally adjusted.
- B. A teacher paid a cash payment under Plan "B" or "C" shall rebate prorata any unearned portion.
- C. No contribution shall be made for a teacher who does not meet the eligibility requirements for a benefit plan.

A-2.4 Association Cooperation. The Association agrees to cooperate with the Employer in order to discourage insurance coverage which will result in the shifting of coverage cost from another employer or double coverage with no reasonable benefit to the insured.

A-2.5 Plan Year. The benefit plan period for each contract year shall expire on August 31.

A-3. Leave Allowances. Each full time teacher shall be eligible for the following leave benefits.

Leave Classification	Days	Accumulation	Compensated
1. Sick Leave	10 yearly	100 days	Yes
2. Funeral Leave			
A. Family	5 per incident	None	Yes
B. Non-family	1 per incident	None	Yes
3. Business Leave	2 yearly	None	Yes
4. Meritorius Leave	Agreement	None	No
5. Association Leave	Contract	None	Yes**

** Cost of Substitute paid by Association

3A₂

board proposal

3B₂

Plan A: Subject to any applicable contribution adjustments, the Employer agrees to contribute to MESSA health and medical insurance premiums, as follows*:

Insured	Monthly Premium Contributions
Teacher	104.69
Teacher and Spouse	240.77
Teacher and Children	240.77
Teacher, Spouse and Children	266.18

*For the year 1990-91 the employer's premium contribution shall not exceed a 10% increase over the employer's 1989-90 premium contribution for Supercare I coverage.

For the year 1991-92 the employer's premium contribution shall not exceed a 10% increase over the employer's 1990-91 premium contribution.

A-2.2 Carrier/Plan Selection. The Employer shall have the right to select all insurance carriers and types of coverage. The carriers and coverages selected for the 89/90 year are:

Health MESSA, Supercare I

A-2.3 Contribution Adjustments.

D. In recognition of the fact that the insurance program is being implemented part way through the year and that the 1989-90 year will end on June 30, 1990 and is therefore a fractional year, it is expressly agreed that the employer's aggregate contribution for all benefit plan contributions calculated on the basis of the present staff with the present fringe benefit elections shall not exceed \$_____. If such amount is exceeded, it shall be ratably adjusted against premiums paid on behalf of non-employee participants.

A-2.5 Plan Year. The benefit plan period for each contract year shall expire on June 30.

A-2.6 Deductible Reimbursement. The Employer will reimburse an employee at the end of the school year for any deductible amount paid by the employee if the employee gives the Employer satisfactory documentation for all claims paid by the insurance carrier, provided, however, the Employer shall not be required to contribute an aggregate amount in excess of \$4,000.00. If the aggregate deductible claims for all teachers exceed such amount, the claim of each employee shall be reduced prorata.

3B₂

A-2 INSURANCE BENEFITS

A-2.1 Benefit Plans. Subject to the provisions hereinafter set forth, each teacher shall have the right to select either *Plan A*, *B*, or *C*, and all teachers shall receive *Plan D* benefits.

Plan A: Subject to any applicable contribution adjustments, the maximum monthly premium contribution by the Employer for eligible teacher for the selected health and medical insurance premiums is as follows:

Insured	Employer Contributions 1989-90
Teacher	118.10
Teacher and Spouse, Teacher and Child	272.10
Teacher, Spouse, and Children	300.92

Insured	Employer Contributions 1990-91
Teacher	148.27
Teacher and Spouse, Teacher and Child	331.74
Teacher, Spouse, and Children	368.51

Insured	Employer Contributions 1991-92
Teacher	163.10
Teacher and Spouse, Teacher and Child	364.91
Teacher, Spouse, and Children	405.36

Insured	Employer Contributions 1992-93
Teacher	179.41
Teacher and Spouse, Teacher and Child	404.40
Teacher, Spouse, and Children	445.90

Plan B: Subject to any applicable contribution adjustments, the employer shall contribute for any eligible teacher not electing *Plan A* or *Plan C* an annual contribution to be applied towards a tax sheltered annuity plan as set forth in A-5.3, Part 2 of this schedule.

1989-90	1990-91	1991-92	1992-93
\$700.00	\$1200.00	\$1300.00	\$1450.00

Any premium contribution in excess of the employer's contribution may be payroll deducted from the teacher's salary.

Plan C: Subject to any applicable contribution adjustments, the employer shall contribute for an eligible teacher not electing *Plan A* or *Plan B* a premium contribution equal to the *Plan A* individual teacher premium for the purchase of one or more of the following insurance

benefits:

- a. Basic term life insurance
- b. Short term disability insurance
- c. Hospital confinement indemnity insurance
- d. Long term disability income insurance
- e. Supplemental life insurance
- f. Survivor income insurance

Plan D: Subject to any applicable contribution adjustments, each teacher shall be provided with dental insurance coverage with internal and external coordination of benefits with monthly premium contributions not to exceed.

89-90	90-91	91-92	92-93
19.86	21.85	24.04	26.44

A-2.2 Carrier/Plan Selection. The Employer shall have the right to select all insurance carriers and types of coverage. The carriers and coverages selected

Health	MESSA, SuperCare I
Dental	Delta Dental, Program C (50/50)

The carriers and coverages selected for the 90/91 year are:

Health	MESSA, 250/20
Dental	Delta Dental, Program C (50/50)

The coverages for the 91/92 and 92/93 year are:

Health	\$250 deductible, 80/20 co-insurance
Dental	Delta Dental, Program C (50/50)

A-2.3 Contributions Adjustments.

- A. The benefits of a teacher who works less than a full school year or a part time teacher shall be proportionally adjusted
- B. A teacher paid a cash payment under *Plan B or C* shall rebate prorata any unearned portion.
- C. No contribution shall be made for a teacher who does not meet the eligibility requirements for a benefit plan.

A-2.4 Association Cooperation. The association agrees to cooperate with the employer in order to discourage insurance coverage which will result in the shifting of coverage cost from another employer or double coverage with no reasonable benefit to the insured.

A-2.5 Plan Year. The benefit plan period for each contract year shall expire on June 30.

A-2.6 Deductible Reimbursement.

- A. 1989-90: The employee shall pay all insurance deductibles for MESSA SuperCare I

Insurance:

Health Insurance: Accepts the Board's proposal.

1989-90: The Board will pay the following monthly premium amounts:

Teacher	\$118.10
Teacher and Spouse; Teacher and Child	\$272.10
Teacher, Spouse and Children	\$300.92

1990-91: The Board will pay the following monthly premium amounts:

Teacher	\$148.27
Teacher and Spouse; Teacher and Child	\$331.74
Teacher, Spouse and Children	\$368.51

The Association will determine which MESSA plan to follow.

Options: For the employee who chooses not to take health coverage, can opt for a tax sheltered annuity plan. The employer will contribute the following premium contribution: 1989-90: \$ 700.00
1990-91: \$1000.00

Dental Insurance: Accepts the Board's proposal of remaining with the existing Delta Dental, Program C (50/50)

1989-90: The Board will pay a monthly premium of \$19.86.

1990-91: The Board will pay a monthly premium of \$21.85.

All other terms and conditions of employment remain the same as in the 1988-89 contract.