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FACT-FINDING OPINION AND RECOMMENDATION OF SETTLEMENT

In the matter between
Tri-County Area Schools
and
Tri-County Education Association

Subjects: Life Insurance, Longevity, Long-Term
Disability, Mileage Allowance, and
Health Insurance Subsidy Utilization

Fact-Finder: Keith Groty

Appearances

Board of Education

- Kenneth E. Willett, Superintendent
- Carl Hoitenga, Elementary Principal
- Carolyn Jarrett, School Board
- Jay Tans, Intermediate School Principal
- Lawrence Follett, High School Principal

Association

- Clifford D. Worden, Association Staff - 90 UNISERV
- Gary A. Fitch, Field Representative, MESSA
- Jerry L. Poprawski, Teacher, TCEA Vice-President
- Betty Weikel, Teacher
- Susan Froechtenicht, Teacher
- William Wagoner, Teacher
- Robert W. Howland, Teacher/Negotiations Chairperson

Hearing Held

Date: November 25, 1975
Time: 10:00
Place: MacNaughton Elementary School

Life Insurance

Position of the Association

The Association is asking that the school district provide term life insurance in the amount of \$25,000 for each teacher, \$12,000 for their spouse, and \$6,250 for each child. In support of their position, the Association points to the number of individuals in the unit now carrying life insurance by purchasing it either directly or through payroll deduction. The Association provides evidence that 57 of the 77 individuals in the unit now carry some form of life insurance.

Position of the Board

The Board of Education argues that teachers already have \$5,000 worth of life insurance through their health insurance program which the district fully pays. They also emphasize that only two of the 13 comparable districts in the tri-county area provide additional subsidized life insurance coverage.

Recommendation of the Fact-Finder

Based on the record of the whole and the specific evidence presented in support of a claim for employer-supported life insurance, the fact-finder recommends against the inclusion of this proposal in the present agreement.

Longevity

Position of the Association

The Association is requesting a longevity step at the 15th and 20th year on the salary scale. This would, in effect, provide a 10 % increase in the maximums of each track of the schedule with each step. Evidence

was offered indicating that the inclusion of longevity steps is contained in over half the districts in the tri-county area.

Position of the Board

The Board argues that longevity pay is not needed in the district since it affects so few people. Further, the proposal calls for additional compensation for longevity without qualifying requirements as found in some of the other districts.

Recommendation of the Fact-Finder

The fact-finder recommends that the following longevity increase program be included in the contract. Two steps, each equal to 5% of the salary at the top of each track of the salary schedule, be added at the 15th year and 20th year. In addition, it is recommended that an eligibility requirement be contained in the contract that each person must accumulate an additional five semester hours of college credit in the period between the top of the present schedule and their 15th year, and between their 15th year and 20th year.

Long-Term Disability

Position of the Association

The Association asks that a long-term disability program provided by the Michigan Education Special Services Association be offered to each teacher and supported by the district. Details of the proposed program, considered a group LTD insurance, were outlined by a representative of the company.

Position of the Board

The Board argues that the long-term disability programs are not a common element in the benefits packages of comparable districts. They point out that only two of the comparable 13 districts have such programs in their present contracts. It is argued that the desire for long-term disability coverage is not demonstrated by the level of coverage presently being purchased directly by employees through the payroll deduction system. In addition, it is believed that the present sick leave accumulation program is sufficient to cover the long-term disability needs of the district's teachers.

Recommendation of the Fact-Finder

Based on the total record, the fact-finder recommends that a long-term disability program supported by the district not be included in the contract. The nature of other issues in the fringe benefit area plus the relatively rare nature of this provision in comparable contracts does not support its inclusion.

Mileage Allowance

Position of the Association

The Association supports a mileage increase to 16¢ per mile from the present 12¢ per mile for the use of personal cars for school district business. The Association argues that the cost of operating a vehicle has averaged a 25% increase in the last year. Further, other districts have recognized the need by raising their mileage allowance.

Position of the Board

The Board answers that the amount which the Association asks is too high. They argue that the cost of mileage support has increased within

- 5 -

the district showing teachers have not suffered adversely. They contend the administration has been liberal in its approval of mileage reimbursement.

Recommendation of the Fact-Finder

The fact-finder recommends that the contract contain provision for a 15¢ per mile reimbursement allowance when a member of the bargaining unit uses his/her personal vehicle on officially approved school district business.

Health Insurance

The Association asks that the previous contract provision, "grandfathering" the use of health insurance subsidy toward other benefits when the subsidy was not fully expended, be extended to new faculty members not now covered by the "grandfathering" clause.

Position of the Board


The Board argues that the agreement to allow the subsidy to be utilized for other benefits was "grandfathered" so the fringe benefits were costed on an individual basis, not accumulatively. This proposal would return the practice the parties had previously agreed to abandon and is not supportable.

Recommendation of the Fact-Finder

Based on the previous bargaining history of the parties and the inconvincing argument of the Association, the fact-finder recommends this provision not be included in the contract.

The fact-finder wishes to thank the parties for their cooperation.
It is hoped the preceding recommendations will lead to an equitable
settlement of the matter before the parties.

December 15, 1975



Keith Groty, Fact-Finder