

VERMONT LABOR RELATIONS BOARD

GRIEVANCE OF:)	
KEVIN BRADY AND THE)	
VERMONT STATE COLLEGES)	DOCKET NO. 94-64
FACULTY FEDERATION,)	
AFT LOCAL 3180, AFL-CIO)	

FINDINGS OF FACT, OPINION AND ORDER

Statement of Case

On October 21, 1994, the Vermont State Colleges Faculty Federation, AFT Local 3180, AFL-CIO ("Federation") filed a grievance on behalf of the Federation and Kevin Brady ("Grievant") alleging that the Colleges violated the collective bargaining agreement between the Colleges and the Federation for the Vermont State Colleges Adjunct Faculty bargaining unit, effective for the period September 1, 1992 to August 31, 1994 ("Agreement"). Therein, the Federation alleged that the Colleges violated Article XX of the Agreement in denying Grievant and other adjunct faculty members credit for semesters taught at the Community College of Vermont.

A hearing was held before Vermont Labor Relations Board Members Charles McHugh, Chairman, and Carroll Comstock, on April 6, 1995, at the Labor Relations Board hearing room in Montpelier. A second day of hearing was held on July 12, 1995, before Chairman McHugh, Member Comstock and Board Member Louis Toepfer at the Selectboard meeting room in Springfield, Vermont. Mark Corrao, Federation Grievance Chair, represented the Federation on April 6, 1995. Timothy Sturm, Federation Grievance Chair, represented the Federation on July 12, 1995. Attorney Nicholas DiGiovanni, Jr. represented the Colleges. The Federation filed a brief on July 27, 1995, and the Colleges filed a brief on July 28, 1995.

FINDINGS OF FACT

1. The Federation represents adjunct faculty members employed by the Colleges at the four campus based institutions of Castleton State College ("CSC"), Johnson State College ("JSC"), Lyndon State College ("LSC") and Vermont Technical College ("VTC") pursuant to an Order of Certification of the Board dated June 4, 1991. The Federation also represents full time faculty at these same institutions in a separate bargaining unit.

2. In addition to the four campus based institutions, the Community College of Vermont ("CCV") is also a part of the Vermont State Colleges system. CCV has 13 sites throughout the State where it leases or rents property. CCV is not considered a campus based institution.

3. The Federation filed a Unit Clarification petition with the Vermont Labor Relations Board to add adjunct faculty who teach at CCV to the bargaining unit of adjunct faculty who teach at the four campus based institutions. The Board dismissed the petition on May 24, 1994. VSCFF and VSC, 17 VLRB 100 (1994).

4. Negotiations for the first collective agreement between the adjunct faculty unit and the Colleges began in December, 1991. There were 20 negotiating sessions and five mediation sessions. Many tentative agreements were reached in the process. The parties went into factfinding with ten issues not resolved. The parties reached agreement subsequent to factfinding (Colleges Exhibit 11, Joint Exhibit 1).

5. Paul Costello, an AFT Staff Representative, was principal spokesperson for the Federation at the beginning of the bargaining process. Edward Phaneuf, Director of the AFT Northern New England Council, replaced Costello as

Federation principal spokesperson in May, 1992. Stanley Carpenter, Colleges Director of Employee Relations and General Counsel, was principal spokesperson for the Colleges throughout the bargaining process and attended all negotiating sessions except those held during a six week period during the summer, 1992.

6. Among the articles negotiated by the parties was a definitions article, Article II. The parties borrowed language from the definitions article of the full time faculty unit's agreement with the Colleges for certain definitions, including the terms "College", "Colleges" and "Vermont State Colleges". Costello was the principal spokesperson for the Federation when the definitions article was negotiated. Article II, Definitions, states in pertinent part:

...

College: The term "College" in the singular refers to one of the campus member colleges of the Vermont State Colleges and "the Colleges" in the plural refers to all of the campus member colleges.

...

Vermont State Colleges: The term "Vermont State Colleges" refers collectively to the Board of Trustees, the Chancellor and the Colleges.

...

(Joint Exhibit 1; Federation Exhibit 6)

7. The parties spent a considerable amount of time negotiating appropriate pay grades for initial appointment and subsequent promotion. The Federation initially proposed four pay grades. It also proposed placement in initial pay grades by calculating the number of course credits previously taught at any

institution of higher education. An early Federation proposal stated in pertinent part:

TITLE: INITIAL APPOINTMENT/PAY GRADE

A. For the purposes of proper placement in an appropriate pay grade at the time of initial appointment, and determination of eligibility for subsequent promotion, a faculty member shall be assigned a pay grade based on the number of previous credits taught at any accredited institution of higher education, or equivalent experience...

...

B. Consideration of credits taught at accredited institutions of higher learning other than the Vermont State Colleges shall be for the purpose of determining proper pay grade level only.

C. Faculty members will automatically be promoted to succeeding pay grade levels based upon accumulation of the required number of credits taught at an accredited institution of higher education, or equivalent experience...

D. Disputes over experience or number of previous credits taught shall be grievable and arbitrable (Federation Exhibit 1, p. 6).

8. The Federation requested information from the Colleges during negotiations in order to analyze the cost of various proposals and to determine the value of various pay grade proposals. On or about May 22, 1992, Costello requested information from the Colleges regarding the number of credits taught each semester by adjunct faculty over a certain period of time (College Exhibit 10).

9. In response to this request, the Colleges sent the Federation information with respect to credits that adjunct faculty had taught at the four campus based colleges, CSC, JSC, LSC and VTC. The Colleges did not send information with respect to credits that adjunct faculty had taught at CCV (Colleges Exhibit 1).

10. The Federation requested additional data from the Colleges during negotiations because of missing names or credits in the Colleges' submissions. The

Federation did not specifically request credits taught at CCV, nor did it indicate that the Colleges' submissions were incomplete because it did not include CCV credits (Colleges Exhibit 10)

11. The Colleges initially proposed three pay grades and used semesters of service instead of course credits to determine pay grade. At some point during the negotiations, the Federation agreed to use semesters of service instead of course credits.

12. The Federation's early position in bargaining was that pay grade credits should be awarded for teaching experience outside the bargaining unit; for example, credit should be awarded for teaching at the University of Vermont, Norwich University and St. Michael's College. The Colleges wanted to limit pay grade credits to semesters taught at the Vermont State Colleges. CCV teaching credit was not discussed by either party.

13. The parties disagreed about college seniority, department seniority and system seniority. The Federation proposed definitions for each:

College Seniority:	The term "College Seniority" refers to the number of credits an adjunct faculty member has taught at any individual college in the Vermont State Colleges system as defined by the unit certification issued by the Vermont Labor Relations Board.
--------------------	--

Department Seniority:	The term "Department Seniority" refers to the number of credits an adjunct faculty member has taught in any individual department at any individual college in the Vermont State College system.
-----------------------	--

System seniority:	The term "system seniority" refers to the number of credits an adjunct faculty member has taught in any and all of the colleges that make up the Vermont State College system. (Federation Exhibit 2)
-------------------	---

14. Although the Federation used “system” in these proposals, it did not define “system”. This proposal to define seniority was dropped by the Federation and did not become part of the final Agreement (Joint Exhibit 1).

15. By July, 1992, the parties had not come to agreement over several issues, including pay grade, and agreed to go to mediation. Phaneuf had replaced Costello as Federation spokesperson by this time. Phaneuf prepared the Federation proposals for mediation. The pay grade article proposed by the Federation stated in pertinent part:

A. For the purpose of proper placement in an appropriate pay grade at the time of initial appointment, and determination of eligibility for pay grade promotion, a faculty member shall be assigned a pay grade based on the number of semesters service at any accredited institution of higher education, or equivalent experience...

B. Consideration of semesters taught at accredited institutions of higher education other than the Vermont State Colleges shall be for the purpose of determining proper pay grade level only.

C. Faculty members will automatically be promoted to succeeding pay grade levels based upon accumulation of the required number semester [sic] of service at an accredited institution of higher education, or equivalent experience...

D. Disputes over experience or number of semester [sic] of service shall be grievable and arbitrable (Federation Exhibit 1, p. 3).

16. The mediator was unsuccessful in bringing the parties together and the parties agreed to go to factfinding. Both parties submitted exhibits to the factfinder. The Federation presented detailed charts reflecting bargaining unit members' semesters of service at the four campus based Vermont State Colleges, from the fall semester, 1985 to the fall semester, 1992. The Colleges also submitted various cost estimates to the factfinder. CCV credit was not used by either party in their cost

estimates (Colleges Exhibit 8).

17. Phaneuf prepared the Federation proposal and sent it to the Colleges on or about November 3, 1992. The pay grade proposal provision stated in pertinent part:

ARTICLE XIX: PAY GRADES

a. For the purposes of proper placement in an appropriate pay grade at the time of initial appointment, and determination of eligibility for pay grade promotion, a faculty member shall be assigned a pay grade based on the number of current semester and/or summer session of service at any accredited institution of higher education in the Vermont State College and University system or equivalent experience...

...

B. Consideration of semesters taught at accredited institutions of higher education, other than the Vermont State Colleges and University system, may be used as equivalent experience for the sole purpose of determining initial proper pay grade placement.

C. Subsequent to initial placement, faculty members will automatically be promoted to succeeding pay grades ...

D. Disputes over experience or number of semesters of service shall be grievable and arbitrable

...

(Colleges Exhibit 6; Federation Exhibit 1, p.2).

18. There is not one Vermont State Colleges and University system in Vermont; the University of Vermont is separate from the Vermont State Colleges, which includes CSC, JSC, LSC, VTC and CCV. Phaneuf also works in New Hampshire where the University of New Hampshire and the state colleges are part of one system. Phaneuf knew the two states were not set up exactly the same when he negotiated and proposed the language in this agreement.

19. The Colleges' factfinding brief stated in its "Preliminary Statement" that the "Vermont State Colleges is a public system of higher education consisting of Castleton State College, Johnson State College, Lyndon State College, Vermont Technical College and the Community College of Vermont".

20. Factfinder Michael Ryan issued his report on or about April 23, 1993. His discussion of pay grade issues stated in pertinent part:

...

Federation: Four pay grades based on number of semesters or summer sessions of service...; equivalent experience may be used for the sole purpose of initial placement...

Colleges: Three pay grades based on number of semesters or summer sessions...; "grandfather" any adjunct compensated at higher level for subsequent appointments...

Recommendation: The Colleges' proposal with the following modification; equivalent experience for semesters taught at accredited institutions of higher education other than the Vermont State Colleges system may be considered in initial grade placement, but the decision regarding initial placement shall not be arbitrable.

...

(Colleges Exhibit 11).

21. Ryan did not define Vermont State Colleges system. The factfinding report was used as the final basis for settlement (Federation Exhibit 1).

22. Article XX of the Agreement, Appointments/Pay Grade, sets forth a three step pay grade, and states in pertinent part:

A. For the purposes of determination of eligibility for pay grade promotion, a faculty member shall be assigned a pay grade based on the number of semesters service at the Vermont State Colleges system...

...

B. Equivalent experience for semesters taught at accredited institutions of higher education other than the Vermont State Colleges system may be considered in initial pay grade placement, but the decision regarding initial placement shall not be arbitrable.

C. Faculty members will automatically be promoted to succeeding pay grade levels based upon accumulation of the required number of semesters of service in the Vermont State Colleges system set out in Section A...

D. Disputes over number of semesters of service at the Vermont State Colleges shall be grievable and arbitrable.

E. A semester or summer session in which an adjunct teaches at least one (1) regular catalogue course of three or more credits shall be equivalent to one (1) semester for the purposes of pay grade advancement (Joint Exhibit 1).

23. The collective bargaining agreement between the Federation and the Colleges for the full time faculty provides for a "points committee" made up of one member from the Federation and one member from the Colleges. The committee calculates appropriate pay by assigning "points" to faculty in such categories as degree, rank, VSC experience, and non-VSC experience. Article 28 III(C) of that agreement provides in pertinent part:

III. Experience

...

C. The Review Committee may reward points for part-time VSC service using as a guideline 1/24 point per semester. The Committee may also consider non-VSC, part-time experience...

(Federation Exhibit 6)

24. A full time faculty member makes a written request to the committee for points. The committee reviews the request and formally notifies the faculty member in writing of its determination. The written notification provides a

breakdown of the committee's calculations by category: Degrees, Additional Graduate Study, Rank, VSC Service, Non-VSC Service, Other. The committee has always awarded points to full time faculty for CCV teaching experience. The committee has included CCV teaching service under the category of "VSC Service" (Federation Exhibits 6, 7).

25. Article 12 of the collective bargaining agreement between the Colleges and the Federation for the full time faculty, and Article XI of the collective bargaining agreement between the Colleges and the Federation for the adjunct faculty, set forth a posting requirement for vacancies. Both articles state that "notice of full or part-time administrative or faculty vacancies within the system shall be posted on a bulletin board on every campus..." The bulletin board at VTC has five separate clipboards for vacancy announcements at each of the four campus based colleges and CCV. A position announcement for "Coordinator of Instruction and Advisement" at CCV was posted on the VTC bulletin board (Federation Exhibits 8, 9).

26. Article IX of the adjunct faculty collective bargaining agreement, entitled "Outside Employment", states:

Provided it does not interfere with the performance of the adjunct faculty members' normal duties and responsibilities, adjunct faculty members shall not be precluded from engaging in outside employment, and other employment within the Vermont State Colleges system consistent with the VLRB order of certification dated June 4, 1991 (Joint Exhibit 1).

27. The "Admissions and Transfer of Credit" section of the Colleges' "Manual of Policy and Procedures" provides that "Credits earned at any VSC college will be fully transferable to other VSC colleges". Russell Mills, Chair of the General

Education Department at VTC, evaluates student transfer credit requests. The Colleges' Registrar told Mills that courses at CCV are automatically transferable (Federation Exhibit 10).

28. After the adjunct faculty collective bargaining agreement was signed, the Colleges compiled teaching experience of adjunct faculty at the four campus based institutions in order to determine pay grade. During the Summer, 1993, the Colleges notified adjunct faculty of its compilations and asked members for verification of its information.

29. Kevin Brady, a member of the adjunct faculty bargaining unit, requested credit for semesters of service at CCV. The Colleges refused to grant Brady credit for semesters taught at CCV because CCV is not a campus based college. Brady filed a step one grievance on or about September 9, 1993. He alleged in his grievance that he has taught six semesters at CCV (Federation Exhibit 11).

30. The Colleges similarly has denied credit for all adjunct faculty bargaining unit members for semesters taught at CCV.

31. Article XVIII of the adjunct faculty collective bargaining agreement, Semester Appointments and Assignments, states in pertinent part:

G. The term "seniority" as used in this Article shall be based upon the number of credits taught by an adjunct at a particular campus-based college within the VSC. Adjuncts shall accumulate seniority at each campus based college upon the number of credits taught at that campus. The starting date for calculating this number of credits shall be the Fall semester for 1986... (Joint Exhibit 1).

OPINION

At issue is whether the Colleges violated Article XX of the Agreement between the Colleges and the Federation for the adjunct faculty unit by refusing to grant service credit to adjunct faculty in the bargaining unit for semesters of teaching at the Community College of Vermont.

In interpreting the provisions of collective bargaining agreements in resolving grievances, the Board follows the rules of contract construction developed by the Vermont Supreme Court. A contract must be construed, if possible, so as to give effect to every part, and so that the parts form a harmonious whole. In re Grievance of VSEA on Behalf of "Phase Down" Employees, 139 Vt. 63, 65 (1980). The contract provisions must be viewed in their entirety and read together. In re Stacey, 138 Vt. 68, 72 (1980).

A contract will be interpreted by the common meaning of its words where the language is clear. Id. at 71. If clear and unambiguous, the provisions of a contract must be given force and effect and be taken in their plain, ordinary and popular sense. Swett v. Vermont State Colleges, 141 Vt. 275 (1982). Extrinsic evidence under such circumstances is inadmissible as it would alter the understanding of the parties embodied in the language they chose to best express their intent. Hackel v. Vermont State Colleges, 140 Vt. 446, 452 (1981).

The Board will not read terms into a contract unless they arise by necessary implication. In re Stacey, 138 Vt. at 71. The law will presume that the parties meant, and intended to bound by, the plain and express language of their undertakings; it is the duty of the Board to construe contracts; not to make or remake them for the

parties, or to ignore their provisions. Vermont State Colleges Faculty Federation v. Vermont State Colleges, 141 Vt. 138, 144 (1982).

However, resort to extraneous circumstances such as custom or usage to explain or interpret the meaning of contractual language is appropriate if sufficient ambiguity exists in the contract. Nzomo, et al. v. Vermont State Colleges, 136 Vt. 97, 101-102 ((1978)). Where the disputed language is sufficiently ambiguous, it is the duty of judicial or quasi-judicial bodies to construe a contract so as to ascertain the true intent of the parties. Grievance of Gorruso, 150 Vt. 139, 143 (1988). In such circumstances, it is appropriate to look to the extrinsic evidence of past practice and bargaining history to ascertain whether such evidence provides any guidance in interpreting the meaning of the contract. Grievance of Majors, 11 VLRB 30, 35 (1988).

Article XX, Section A, requires that “(f)or the purposes of determination of eligibility for pay grade promotion, a faculty member shall be assigned a pay grade based on the number of semesters of service at the Vermont State Colleges system”. Article XX, Section C, provides that “(f)aculty members will automatically be promoted to succeeding pay grade levels based upon accumulation of the required number of semesters service in the Vermont State Colleges system. . .”

The Federation contends that this contractual language is clear and unambiguous in that semesters of service at CCV should automatically be included in determining eligibility for pay grade placement and promotion because CCV is in the Vermont State Colleges system. We concur with the Federation.

The common meaning of “system” is a collective entity of interrelated parts;

the plain, ordinary and popular meaning of “Vermont State Colleges system” is the collective entity of all Vermont State College institutions: CSC, JSC, LSC, VTC and CCV. CCV is one of the member colleges of the Vermont State Colleges all sharing the same Board of Trustees and Chancellor.

We recognize that, in viewing the contract in its entirety, a degree of uncertainty surfaces as to whether the parties intended any difference between the meanings of “Vermont State Colleges system” and “Vermont State Colleges”. “Vermont State Colleges” and “Vermont State Colleges system” are both used in the Agreement. For example, both terms are used in Article XX. In addition to the use of “Vermont State Colleges system” in Article XX, Sections A and C; Article XX, Section D, provides that adjunct faculty may grieve disputes over semesters of service at the “Vermont State Colleges”. Although “Vermont State Colleges system” and “Vermont State Colleges” are both used in the Agreement, only “Vermont State Colleges” is defined in the Agreement. Article II defines “Vermont State Colleges” as the Board of Trustees, the Chancellor and “the Colleges”. When used in the plural, “the colleges” refers to all of the campus member colleges.

The Colleges contend that this definitions clause means that “service in the Vermont State Colleges system” in Article XX must be interpreted to mean service at only campus member colleges because “Vermont State Colleges” was defined in Article II of the Agreement to refer to all campus member colleges. The Colleges contend that “Vermont State Colleges” and “Vermont State Colleges system” are used interchangeably throughout the Agreement, and while “Vermont State Colleges system” may have meaning outside the Agreement, the phrase is inconsequential

when used in the Agreement. The Colleges maintain that “Vermont State Colleges system” does not imply any special meaning separate and apart from “Vermont State Colleges”.

We believe the Colleges are placing more reliance on the definitions article than is warranted. The definition of “Vermont State Colleges” in the definitions article appears to be most reasonably viewed as explicitly setting forth that the employment relationship governed by the Agreement is limited to the adjunct faculty and the campus based colleges. The exclusion of CCV from this definition appears to be nothing more than a recognition that none of the terms and conditions of employment set forth in the Agreement govern the relationships between CCV and its employees.

The Colleges’ view that “Vermont State Colleges system” only refers to campus member colleges in the Agreement is also at odds with other provisions of the Agreement in which the word “system” is used. Article IX, Outside Employment, refers to “outside employment” and “employment within the Vermont State Colleges system”. If we were to take the Colleges’ view, employment at CCV would be considered “outside employment” because it is not a campus member institution, even though CCV is a part of the Vermont State Colleges system. It is doubtful that the parties intended employment at CCV to be considered outside employment. Thus, we conclude that the Colleges place undue reliance on the definitions article, and we still hold to our original reading of Article XX, Section A and C.

Even assuming *arguendo* that the Agreement is sufficiently ambiguous to look to extrinsic evidence such as past practices and bargaining history to interpret the meaning of the contract language, our conclusion would not differ.

The practice of the parties to a contract in carrying out the terms of the contract constitutes persuasive evidence as to the interpretations that should be given to ambiguous contract provisions. This issue before us, whether semesters of teaching at CCV is automatically considered in determining pay grade placement and promotion, arose soon after the parties executed its first contract. There is no practice under this particular contractual provision to examine. However, there is evidence of past practices of the Colleges and the Federation as the exclusive bargaining agent of another group of employees of the Colleges, the full time faculty bargaining unit. These past practices provide some guidance as to how the parties viewed the meaning of the terms in the Agreement in dispute. Such past practices of the Colleges and the Federation bolster the Federation's position as to the meaning of "Vermont State Colleges system" as used in Article XX.

The Agreement between the Colleges and the Federation for the full time faculty bargaining unit provides for a "points committee" consisting of one member from the Federation and one member from the Colleges. The purpose of such committee is to calculate appropriate salary by assigning "points" to full time faculty in such categories as education and teaching experience. The committee has discretion to award points for part time VSC and non-VSC experience. The experience of the committee has been to always award points to full time faculty for CCV teaching experience and the committee has consistently included such credit

under the category of “VSC service”.

Further evidence of past practices supporting the Federation’s interpretation of Article XX can be found by looking to the “Notice of Vacancy” article in the adjunct Agreement, Article XI. Article XI contains language similar to the language in the full time faculty Agreement. Both agreements provide that “notice of full or part-time. . .faculty vacancies within the system shall be posted on a bulletin board in every campus”. The bulletin board at VTC has five separate clipboards for vacancy announcements at all five member institutions of the Vermont State Colleges, including CCV. In practice, CCV vacancies have been posted on the VTC bulletin board. This evidence lends further support that “system”, when used in the Agreement in the context of the Vermont State Colleges system, refers to all five member institutions.

We also look to the bargaining history of the Agreement for further guidance in interpreting the parties’ understanding of Article XX. The Colleges contend that the bargaining history supports its interpretation of Article XX in that the Federation never intended to include service credit for teaching at CCV when it was negotiating this provision. The Colleges’ point to the fact that the Federation did not seek information about CCV teaching credit from the Colleges during negotiations and did not use CCV teaching experience in its various cost proposals during negotiations. It is true that CCV teaching experience was not explicitly raised in negotiations by the Federation. This does not conclusively establish, however, that the parties did not intend to include service credit at CCV when agreeing to the language of Article XX, Section A and C. First, cost proposals in negotiations provide estimates but not

necessarily refined economic data. Further, the Colleges own factfinding brief stated that the “Vermont State Colleges is a public system of higher education consisting of Castleton State College, Johnson State College, Lyndon State College, Vermont Technical College and the Community College of Vermont”. After the factfinder used the phrase “Vermont State Colleges system” in his recommendation on teaching service credit, and the parties agreed to use the factfinder’s recommendation as a basis for settlement, the Colleges never proposed that the word “system” be dropped from the term “Vermont State Colleges system” in Article XX. The Colleges should recognize the implications of agreeing to a word or phrase that has a common meaning. The failure of the Colleges to object to the phrase “Vermont State Colleges system” leads us to conclude that the bargaining history in this matter is inconclusive under the circumstances.

In sum, past practices bolster the Federation’s position as to the meaning of the use of “Vermont State Colleges” in Article XX, Section A and C, and bargaining history is inconclusive on the issue. This reaffirms our original conclusion to interpret Article XX, Section A and C, to require that semesters of service at CCV be included in determining eligibility for pay grade placement and promotion because it is in the Vermont State Colleges system.

As a remedy for this contract violation, Grievants request that: 1) for the purposes of determination of eligibility for pay grade promotion, the Colleges credit Kevin Brady, and all other adjunct faculty members with qualifying CCV teaching experience, with that service, in accordance with Article XX and all other appropriate terms of the Agreement; 2) the Colleges compensate Brady, and all other

adjunct faculty members with qualifying CCV teaching experience, with respect to initial placement and promotion for CCV service, in accordance with Article XX and all other appropriate terms of the Agreement; and 3) the Colleges make Brady, and all other adjunct faculty members with qualifying Community College of Vermont teaching experience, whole for any losses suffered by them. We conclude that this is an appropriate remedy to redress the violation of the Agreement.

ORDER

NOW THEREFORE, based on the foregoing findings of fact and for the foregoing reasons, it is hereby ordered that the grievance of Kevin Brady and the Vermont State Colleges Faculty Federation, AFT Local 3180, AFL-CIO, is SUSTAINED; and

1. For purposes of determination of eligibility for pay grade promotion, the Vermont State Colleges shall credit Kevin Brady, and all other adjunct faculty members with qualifying Community College of Vermont teaching service, with that service, in accordance with Article XX and all other appropriate terms, of the May 31, 1993, collective bargaining agreement;
2. The Vermont State Colleges shall compensate Kevin Brady, and all other adjunct faculty members, with respect to initial placement and promotion, for their service with the Community College of Vermont, in accordance with Article XX, and all other terms of the May 31, 1993, collective bargaining agreement; and
3. The Vermont State Colleges shall make whole Kevin Brady, and all adjunct faculty members, for any losses suffered by them.

Dated this 12th day of September, 1995, at Montpelier, Vermont.

VERMONT LABOR RELATIONS BOARD

/s/ Charles H. McHugh
Charles H. McHugh, Chairman

/s/ Louis A. Toepfer
Louis A. Toepfer

/s/ Carroll P. Comstock
Carroll P. Comstock