

VERMONT LABOR RELATIONS BOARD

GRIEVANCE OF:)	
)	
VERMONT STATE COLLEGES)	DOCKET NO. 86-18
FACULTY FEDERATION,)	
AFT LOCAL 3180, AFL-CIO)	
(re: LESLIE WILLIAMS))	

FINDINGS OF FACT, OPINION AND ORDER

Statement of Case

On March 6, 1986, the Vermont State Colleges Faculty Federation, AFT-Local 3180, AFL-CIO ("Federation"), filed a grievance with the Vermont Labor Relations Board. The Federation alleged the Vermont State Colleges ("Colleges") violated Articles 14, 23, 26 and 27 of the Contract between the Federation and the Colleges, effective for the period September 1, 1984 to August 31, 1986 ("Contract"), by assigning the equivalent of a full-time teaching load to Leslie Williams by not recognizing her as a full-time faculty member. Ms. Williams is not a party to this grievance.

A hearing was held on December 11, 1986, before Board Members Charles H. McHugh, Acting Chairman; William G. Kemsley, Sr.; and Catherine L. Frank. Dr. Stephen T. Butterfield, Federation Grievance Chairperson, represented the Colleges. Attorney Paul Sutherland represented the Colleges.

Requested Findings of Fact and Memoranda of Law were filed by the Federation and Colleges on January 8, and 12, 1987, respectively.

FINDINGS OF FACT

1. Article 23 of the Contract, entitled Workload, provides in pertinent part as follows:

The Federation and the Colleges agree to strive towards a normal individual workload of 24 credit hours or its equivalent per year and to observe that norm in the appointment of new faculty... In making assignments, due consideration shall be given to time devoted to co-curricular activities, such as coaching, direction of student teaching and independent studies, advising student newspapers and clubs, directing dramatic or musical productions, and directing athletic programs. In addition, the faculty agree to post and maintain reasonable office hours, and to participate in the operations of their Faculty Assemblies and committees thereof as the Assemblies may require.

2. Articles 26 and 27 of the Contract, entitled Salaries and Salary Schedule Criteria, respectively, contain the applicable provisions on pay received by full-time faculty.

3. Article 19 of the Contract provides that non-tenured faculty shall be evaluated based upon the three performance areas of teaching effectiveness, scholarly and professional activity, and service to college and community.

4. The term "credit hours" refers to the number of credits awarded a student for a particular course. The term "contact hours" refers to the number of hours per week a faculty member is assigned to be in a classroom or laboratory with students. Contact hours differ from credit hours because the number of hours a class or lab meets a week may be greater than the number of credit hours assigned for a course.

5. In the Fall 1985 semester, Leslie Williams was hired to teach courses in the General Education Department of Vermont

Technical College. She had been employed previously by VTC. For the semester in question, she taught two courses of GE 105 which involved three lectures and two two-hour writing labs per course per week, for a total of 14 contact hours. She also met with students outside of class and attended Departmental meetings.

6. Credit hours for purposes of calculating faculty workload are the same as student credit hours in all cases where student credit hours are assigned. However, some labs carry no student credit. Nonetheless, faculty teaching such labs do receive credit hour equivalency for purposes of workload calculation.

7. The credit hour value of each three-hour lecture taught by Williams was three credit hours. Therefore, the lecture component of Williams' teaching assignment was six credit hours. Students were awarded no credit hours for the labs to which she was assigned. At issue herein is the credit hour equivalent to which Williams was entitled for the labs.

8. Effective with the Spring 1982 semester a change was made in the format of writing instruction in the General Education Department. Prior to this time, the lab instructor was not necessarily the same person as the lecture instructor. As a result of the format change, the lecture and labs were given by the same person.

9. The credit equivalency for labs did not change as a result of and at the time of the format change. Prior to the format change and for a period after the format change, the credit hour equivalence for writing labs in the General Education Department was established.

at 1.5 credits per two-hour lab. This was the practice for both full-time and part-time instructors (Federation Exhibits 1-5).

10. The only part-time contract in evidence covering the period from Spring 1982 until Fall 1984 continued to reflect the same equivalency. The credit equivalency rate of labs was changed for part-timers as of Fall 1984 to one credit per two contact hours, and the new rate is reflected in part-time contracts from that year (Federation Exhibits 6-10).

11. The rate was not changed for full-time faculty. Robert Clarke, the then newly-appointed Vermont Technical College President, attempted in the Fall of 1984 to change the credit equivalency rate for full-timers to one credit hour per two contact hours, effective for the Spring 1985 Semester, but his attempt to do so through unilateral implementation of a new workload policy was found to be an unfair labor practice by the Labor Relations Board. The Board ordered that the new workload policy be rescinded. Vermont State Colleges Faculty Federation v. Vermont State Colleges, 8 VLRB 310 (1985).

12. Under the credit equivalency rate of 1.5 credits per two contact hours, Williams' workload for the Fall 1985 semester equates to 12 credit hours. Under the equivalency formula of one credit per two contact hours, her workload equates to 10 credit hours.

OPINION

At issue is whether Leslie Williams' teaching load for the Fall 1985 semester amounted to a full-time workload assignment and, thus, entitled Williams to be compensated as a full-time faculty member pursuant to the Contract.

The first issue to be decided is whether the credit hour assignment of Williams for the Fall 1985 semester was 10 credit hours or its equivalent or 12 credit hours or its equivalent. In dispute is the credit hours equivalency for writing labs taught by Williams. In determining the credit hour equivalency pertinent herein, where we are determining whether Williams was a full-time or part-time faculty member for the Fall 1985 semester, we conclude the applicable equivalency rate is that which applies to full-time faculty members rather than part-timers. To decide otherwise would permit the Colleges to avoid compensating individuals on a full-time basis simply by establishing the credit hour equivalency for labs taught by part-timers at a lower rate than for full-time faculty. We cannot support such an incongruous and unfair result.

Here, it was the practice in the Department within which Williams taught, the General Education Department, for two hours of laboratory to equal one and one-half credit hours for full-time faculty members. Under this equivalency formula, the credit hour assignment of Williams for the Fall 1985 semester was the equivalent of 12 credit hours.

The remaining issue is whether 12 credit hours of teaching responsibility warrants treatment of Williams under the Contract as a full-time faculty member. The Colleges assert that Williams was still part-time during the semester because of the conspicuous absence of any other duties beyond those of straight teaching which are performed by full-time faculty; duties such as advising students, co-curricular activities, maintaining office hours, participating in faculty governance, and engaging in scholarly and professional activity and other college and community service.

In Grievance of Vermont State College Faculty Federation, AFT Local 3180, AFL-CIO, 2 VLRB 279 (1978), which was affirmed by the Vermont Supreme Court, 138 Vt. 229 (1980), the Board discounted the importance of areas other than teaching and concluded that, under the collective bargaining agreement, the number of credit hours taught is the determinative indicator of a faculty member's full-time or part-time status.

We concur the credit hour load of an individual is the controlling factor in whether an individual is a full-time or part-time faculty member. While the Board recognizes the importance of a full-time faculty member's responsibilities in areas other than purely teaching, it would be unreasonable for us to base full-time status on such responsibilities. The fulfillment of such responsibilities is based on the Colleges' prior recognition of an individual as a full-time faculty member. Absent such recognition, an individual should not be denied full-time status for failure to fulfill such responsibilities. This is particularly so where Article 23 of the Contract identifies number of credit hours of teaching responsibility as the primary workload indicator. Under these circumstances, it is reasonable that the assignment of the equivalent of 12 credit hours per semester to an individual be sufficient by itself to consider that individual as a full-time faculty member for that semester.

Accordingly, since Williams was assigned the equivalent of 12 credit hours for the Fall 1985 semester, the Colleges violated Article 23 of the Contract by not considering her a full-time faculty member for that semester and violated Articles 26 and 27 of the Contract by not compensating her as a full-time faculty member.

ORDER

Now therefore, based on the foregoing findings of fact and for the foregoing reasons, it is hereby ORDERED:

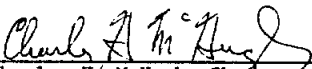
1. The Grievance of the Vermont State Colleges Faculty Federation, AFT Local 3180, AFL-CIO, concerning the faculty status of Leslie Williams, is SUSTAINED; and

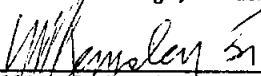
2. The Vermont State Colleges shall compensate Leslie Williams retroactively for the Fall 1985 semester at a full-time faculty member's salary, plus benefits she was entitled to under the collective bargaining agreement between the Colleges and Faculty Federation, plus interest on the salary at the legal rate of interest of 12 percent per annum computed from the last date of classes of the semester in question; and

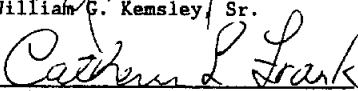
3. The parties shall submit to the Board by April 8, 1987, a proposed order indicating the specific amount of back pay and other benefits due Williams; and if they are unable to agree on such proposed order; shall notify the Board in writing that date of specific facts agreed to by the parties, specific areas of factual disagreement and a statement of issues which need to be decided by the Board. If necessary, an evidentiary hearing on these issues shall be held on April 16, 1987, at 9:30 a.m. in the Labor Relations Board hearing room.

Dated this 26th of March, 1987, at Montpelier, Vermont.

VERMONT LABOR RELATIONS BOARD


Charles H. McHugh, Chairman


William G. Kemsley, Sr.


Catherine L. Frank