

VERMONT LABOR RELATIONS BOARD

VERMONT STATE COLLEGES FACULTY)	
FEDERATION, AFT LOCAL 3180,)	
AFL-CIO)	
)	DOCKET NO. 91-20
and)	
)	
VERMONT STATE COLLEGES)	

FINDINGS OF FACT, OPINION AND ORDER

On February 27, 1991, the Vermont State Colleges Faculty Federation, AFT Local 3180, AFL-CIO ("Federation"), filed a unit clarification petition with the Vermont Labor Relations Board. The petition alleged that Linnie Laws should have been included during the 1990-91 year in the bargaining unit of full-time faculty and ranked librarians of the Vermont State Colleges ("Colleges") represented by the Federation. In response to the petition, the Colleges opposed the inclusion of Laws in the full-time unit.

A hearing was held on January 22, 1992, before Vermont Labor Relations Board Members Louis Toepfer, Acting Chairman; Catherine Frank and Carroll Comstock. The Federation was represented by Attorney Richard Cassidy and Federation Grievance Chairperson David Bradley. Attorney Nicholas DiGiovanni represented the Colleges. The Federation filed a brief on February 5, 1992. The Colleges filed a brief on February 7, 1992.

FINDINGS OF FACT

1. The Federation has represented a bargaining unit of full-time faculty and ranked librarians of the Colleges since 1973.
2. At all times relevant, the Colleges and the Federation have been governed by a collective bargaining agreement effective

for the period September 1, 1990, to August 31, 1992 ("Contract"). Article 24 of the Contract, entitled Workload, provides that "(t)he normal individual workload shall be 24 credit hours or its equivalent per year."

3. Linnie Laws began employment at Vermont Technical College ("VTC") in the Fall of 1989 as an adjunct faculty member in VTC's pre-technology program. The pre-technology curriculum provided the academic background some students needed to develop before beginning VTC's engineering technology program. Laws taught a course in Reading Improvement (PT 025) and a General Education course. PT 025 was a required course for certain entering students with reading deficiencies and carried two workload credits.

4. In the Spring of 1990, Laws participated on a committee called "Pre-tech for the 90's" which was designed to modify the pre-technology program. Other members of the committee included four full-time faculty, a staff librarian, the assistant director of admissions and the learning disability academic counselor. The committee developed a new program called "Transition to Technology", a one year program which offered an integrated math-physics course, an integrated language arts course and an introduction to technology course. The "Transition to Technology" program began with the 1990-91 academic year. The PT 025 course which Laws had taught during the 1989-1990 academic year was discontinued upon implementation of the revised program (Federation Exhibits 2, 15).

5. During the Fall 1990 semester, Laws taught Preparatory English (GE 012) and Integrated Language Arts I (PT 033). The Colleges credited Laws with 4 credits for teaching GE 012 (three credits for lecture and one for lab), and 6 credits for teaching two sections of PT 033 (3 credits each), for a total of 10 credits. The PT 033 course included some of the reading improvement components which previously were part of the PT 025 course. Laws was compensated at the adjunct faculty rate of \$475 per credit, for a total of \$4750 for the 10 credits assigned (Federation Exhibit 5).

6. In addition to her course work, Laws entered into a separate contract to serve as a consultant to the VTC Learning Center for the Fall semester. Laws' task was to develop and implement a reading workshop to be offered to entering students with reading deficiencies. Laws was compensated \$1000 for this work. No one in the VTC administration told Laws that the \$1000 was designed to be the equivalent of two credits worth of teaching (Federation Exhibit 7).

7. In carrying out her consultant duties at the Learning Center, Laws wrote to students whom she had identified as having reading deficiencies based on the students scoring below a certain level with respect to reading skills. Laws invited the students to participate in the reading workshop. The students were not required to participate in the workshop. Only two students participated in the workshop. Laws' work with one of the students ended on October 18, while her work with the other student continued for the duration of the semester. Laws' work

with the two students consisted largely of tutoring them. Laws also spent time in planning, preparation and classroom instruction. Laws devoted 52-57 hours to her consultant duties, with most of the time being spent on one student. The students who worked with Laws in the reading workshop received no academic credit for the work, took no tests and received no grades. The Faculty Assembly at VTC must approve all new academic courses offered at the college, and the reading workshop was never approved by the Faculty Assembly as an academic course (Federation Exhibits 8, 9 and 10).

8. On December 13, 1990, Laws reported to the Academic Dean that the low rate of participation by students in the reading workshop meant that the workshop did not meet the needs of those students whom were identified with reading deficiencies. Laws recommended that the PT 025 Reading Improvement course should once again be a required course for incoming students with reading scores below a certain level (Federation Exhibit 10).

9. Laws received \$1000 for curriculum development work on the Transition to Technology program during the Fall 1990 semester (Federation Exhibit 11).

10. During the Spring 1991 semester, Laws taught one section of Preparatory English (GE 012) and two sections of Integrated Language Arts II. The Colleges credited Laws with 4 credits for teaching GE 012 (three credits for lecture and one for lab), and 6 credits for teaching two sections of TT 034 (3 credits each), for a total of 10 credits. Laws was compensated at the adjunct faculty rate of \$475 per credit, for a total of \$4750 for the 10 credits assigned (Federation Exhibit 12).

11. Laws worked on curriculum development during the Spring 1991 semester. She was compensated \$500 for such work. Also, Laws worked on a faculty committee evaluating the success of the Transition to Technology program, and participated in writing the report of the committee (Federation Exhibit 18).

12. During the Fall 1990 and the Spring 1991 semesters, Laws kept regular office hours and advised and conferred with students.

13. In May, 1991, Laws entered into a contract to teach a four credit Preparatory English course (GE 012), and to teach Summer Preparatory Language Arts during the Summer of 1991. However, there was insufficient enrollment for GE 012, and Laws entered into a revised contract whereby she was compensated \$190 for her work with one student engaging in an independent study in preparatory English. Laws did teach the language arts course, for which she received \$1907. Laws received an additional \$367 for consultation/office time (Federation Exhibits 16, 17).

14. The academic calendar at each of the colleges is negotiated locally each year between the Federation chapter at each college and the college administration (Article 45, Contract). At VTC, the academic calendar begins with the first day of classes in the Fall semester and ends with Commencement after the conclusion of the Spring semester. No work is expected of faculty in the summer, and the Federation would consider any required work assignments after Commencement as an issue which could be grieved as a violation of the academic calendar.

15. At VTC, courses taught by faculty during the summer have not been counted towards fulfilling full-time faculty workload requirements. At other colleges within the state colleges system, there is evidence of two exceptions to this practice. There were two incidents over the past ten years where the Dean at Lyndon State College informed a full-time faculty member that their summer teaching responsibilities could be counted toward fulfilling full-time faculty workload requirements (Federation Exhibit 19).

16. At VTC, curriculum work by faculty members generally has not been considered as an equivalent of teaching credits and has not been counted toward fulfilling a full-time teaching workload. At times, faculty members have received compensation in addition to regular salary for curriculum work. An exception to the general practice at VTC is that, in 1976, the tutorial and curriculum development work of a full-time faculty member in establishing the VTC Learning Center was counted towards fulfilling that faculty member's full-time workload requirements. At Lyndon State College, a faculty member received three credits towards workload requirements during the 1989-90 academic year to combine two existing programs into one program. The other four faculty members involved in this program change received no credits towards workload requirements.

17. At VTC, 2 hours of laboratory work by a faculty member is considered the equivalent of one credit hour for workload purposes.

OPINION

At issue is whether Linnie Laws was a full-time faculty member of Vermont Technical College during 1990-91. A faculty member is considered full-time if 24 credit hours or its equivalent are taught per year. Article 24, Contract. Grievance of Vermont State Colleges Faculty Federation, AFT Local 3180, AFL-CIO (Williams), 10 VLRB 92, 97 (1987); Affirmed, Unpublished decision, Sup. Ct. Docket No. 87-184 (February 2, 1989). Grievance of Vermont State Colleges Faculty Federation (Ramage), 1 VLRB 279 (1978); Affirmed, 138 Vt. 299, 302, 415 A.2d 226, 228 (1980).

The Federation contends that Laws carried the equivalent of a 30+ credit hour workload during the year, while the Colleges contend that Laws taught the equivalent of 20 credit hours during the year. The difference between the position of the Federation and that of the Colleges is with respect to the following duties of Laws, in addition to her 20 credit hours of teaching duties during the Fall 1990 and Spring 1991 semesters, which the Federation contends constitute the equivalent of 10+ credit hours: 1) curriculum development work during the Fall 1990 and Spring 1991 semesters, 2) consulting work at the Learning Center during the Fall 1990 semester, and 3) teaching duties during the Summer of 1991. We discuss each of these areas in turn.

The Federation first contends that Laws' curriculum development work during the Fall 1990 and Spring 1991 semesters constitutes the equivalent of 3+ credit hours. In determining what work by faculty constitutes the "equivalent" of credit

hours, the Board has recognized that this extends to pre-technology courses at VTC for which students receive no actual credit towards a degree, as well as courses for which students do receive credit towards a degree. Grievance of Brandon, et al, 3 VLRB 399, 400-401, 404 (1980). Credit hour equivalency also has been recognized by the Board to extend to faculty teaching labs at VTC for which students receive no credit. Williams, 10 VLRB at 94. The Federation contends that credit hour equivalency likewise extends to curriculum development work engaged in by Laws.

However, the Federation has presented insufficient evidence for us to conclude that credit hour equivalency extends to this work. In the Brandon and the Williams cases, the Board's recognition of granting credit hour equivalency to the non-credit pre-technology courses and the labs reflected the established practice at VTC to grant credit hour equivalency to such duties, a practice which continues to the present. There is no such established practice with respect to granting credit hour equivalency for curriculum development work at VTC. The general practice is that, while faculty may receive additional compensation for curriculum work, such work has not been considered as an equivalent of teaching credits and has not been counted toward fulfilling a full-time teaching workload.

The isolated instances where faculty members did receive credit hour equivalency for curriculum development work, which are relied on by the Federation, are insufficient to override the general practice. This is particularly so where the instances

entered into evidence are so few in number (i.e., work of a faculty member in creation of the VTC Learning Center 15 years earlier, and the work of a faculty member at another college in combining two existing programs into one program). Also, the Federation has presented insufficient evidence to indicate that the curriculum development duties engaged in by Laws was comparable to work by those faculty members who did receive credit hour equivalency.

In sum, we conclude that the Colleges and the Federation did not intend to include the curriculum development work engaged in by Laws within the meaning of credit hour equivalency under the Contract.

The Federation further contends that Laws should receive the equivalent of two credit hours as a result of her duties as a consultant at the VTC Learning Center during the Fall 1990 semester. The Federation has presented insufficient evidence for us to conclude that credit hour equivalency extends to Laws' consulting work. Again, like the situation concerning curriculum development work, there is no established practice with respect to granting credit hour equivalency for the consultant work engaged in by Laws, which consisted largely of tutoring two students in improving their reading skills. The general practice has been to grant credit hour equivalency to duties engaged in by faculty involving approved courses offered at the college, whether it involves courses offered for credit, non-credit courses or labs connected with courses. Brandon, supra. Williams, supra. Here, Laws' duties as a consultant at the VTC Learning Center did not involve duties connected with an approved course at VTC.

The isolated instance relied on by the Federation of a faculty member at VTC 15 years earlier receiving credit hour equivalency for work with respect to creation of the VTC Learning Center, which work involved some tutorial work, is insufficient for us to conclude credit hour equivalency extends to Laws' work. This is particularly so where this one instance is so remote in time and the scope of the duties engaged in by that faculty member were much broader than tutorial responsibilities.

In sum, we conclude that the Colleges and the Federation did not intend to include the consultant work engaged engaged in by Laws within the meaning of credit hour equivalency under the Contract.

The final contention of the Federation is that Laws should receive 5 credits for her teaching duties during the Summer of 1991. The Federation contends that the determination of whether Laws was a full-time faculty member during 1990-91 should be measured by her work at VTC during the entire year, including her work during the summer of 1991. The Colleges contend that the meaning of a "year" in determining faculty workload under Article 24 of the Contract is the academic year, consisting of the Fall and Spring semesters.

We agree with the Colleges that summer teaching duties should not be counted in determining full-time faculty status. It is true that Article 24 only contains the word "year" when referring to workload, and does not explicitly contain such limitations as "academic year" or "Fall and Spring semesters." However, a contract must be construed, if possible, so as to give

effect to every part, and from the parts to 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). Accordingly, it is necessary to look to other provisions of the Contract to determine what the parties intended a "year" to refer to under the Contract.

In construing the provisions of the Contract as a whole, it is evident that the use of the word "year" in Article 24 of the Contract is limited to the academic year consisting of the Fall and Spring semesters. The measurement of a faculty member's seniority is by semester. Article 17, Section (D)(3) provides that tenured faculty are laid off in inverse order of seniority as determined by the number of semesters of full-time teaching service. When a faculty member is appointed in mid-year, he or she is considered to have begun his or her full year of employment at the beginning of the subsequent fall semester. Article 20 (D)(1), Contract. Years of service are measured on a semester basis. Article 20 (D)(3), Contract. Thus, no teaching during the summer is credited for purposes of seniority. Also, sick days are earned by semester. When the Contract does refer to work during the summer months, it makes it clear that such work is voluntary and that faculty members shall receive compensation in addition to their salary. Article 24 (D), Contract (involving advising/registration sessions for entering students). In sum, it is evident that the Contract envisions a work year that does not include summer months, and that determination of workload status

by "year" pursuant to Article 24 refers to work during the Fall and Spring semesters.

Our conclusion in this regard is strengthened by the evidence before us relating to the historical understanding and practice of the parties. At VTC, courses taught by faculty during the summer months have not been counted toward fulfilling full-time faculty workload requirements. Also, the academic calendar negotiated at VTC by the Federation and the college administration begins with the first day of classes in the Fall semester and ends with Commencement after the conclusion of the Spring semester. No work is expected of faculty in the summer, and the evidence indicates that the Federation would consider any required work assignments after Commencement as an issue which could be grieved as a violation of the academic calendar. Given the historical practice and the understanding that faculty cannot be required to teach during the summer months, we conclude it is evident that the understanding of the parties has been that summer teaching duties do not count towards fulfilling workload requirements.

The fact that there have been two instances during the past two years at a college other than VTC of the academic dean allowing a full-time faculty member to count summer teaching responsibilities toward fulfilling full-time faculty workload requirements does not change our conclusion. Again, these instances are too isolated to override the contract language and the general practice of the parties.

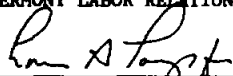
In sum, we conclude that Laws taught 20 credit hours or its equivalent during the 1990-91 academic year, and thus did not meet the 24 credit hour requirement to attain full-time status.

ORDER

Now therefore, based on the foregoing findings of fact and for the foregoing reasons, it is hereby ORDERED that the petition filed by the Vermont State Colleges Faculty Federation, AFT Local 3180, AFL-CIO is DISMISSED.

Dated this 25th day of June, 1992, at Montpelier, Vermont.

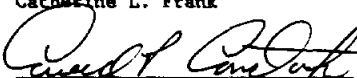
VERMONT LABOR RELATIONS BOARD



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