VERMONT LABOR RELATIONS BOARD

GRIEVANCE OF:	)	
	)	DOCKET NO. 91-54
RICHARD CROSS AND	)	
FRANCES GIBSON	)	

FINDINGS OF FACT, OPINION AND ORDER

Statement of Case

On August 27, 1991, the Vermont State Employees' Association ("VSEA") filed a grievance on behalf of Richard Cross and Frances Gibson ("Grievants"). Therein, Grievants alleged that the State of Vermont, Agency of Human Services, Department of Social Welfare ("Employer"), violated Articles 2, 51 and 72 of the collective bargaining agreements between the State and VSEA for the Non-Management Unit and the Supervisory Unit, effective for the period July 1, 1990 - June 30, 1992 (hereinafter collectively referred to as the "Contracts"), by denying Grievants' reduction in force rights, and by not maintaining Grievants' salaries, following their acceptance of new positions with the Employer after being informed that their positions were going to be eliminated.

Hearings were held before Labor Relations Board members Louis Toepfer, Acting Chairman; Catherine Frank and Leslie Seaver on June 11 and July 6, 1992. Mary Lang, Special Assistant Attorney General, represented the Employer. Jonathan Sokolow, VSEA Legal Counsel, represented Grievants. The parties filed briefs on July 20, 1992.

FINDINGS OF FACT

1. Article 2, Section 2, of the Contracts provide that "a permanent status employee who is laid off shall have reduction in force rights under the Reduction in Force Article".

2. Article 72 of the Contracts govern the reduction in force of employees. Article 72 provides in pertinent part as follows:

...

SECTION 2. NOTICE TO VSEA

The right to determine that a reduction in force is necessary and the time when it shall occur is the employer's prerogative, pursuant to the provisions of Article 2, MANAGEMENT RIGHTS. Nothing in this Agreement shall be construed to imply otherwise.

At least thirty-five (35) days before the effective date of any reduction in force and five days before any employee is officially notified of a layoff, the VSEA will be given a list of affected classes and of employees selected for layoff, and given the opportunity to discuss alternatives.

...

SECTION 6. LIMITED "BUMPING PROVISIONS"

1. An employee with permanent status who would otherwise be laid off shall not be laid off provided that within the 30 day grace period specified in Section 7 below:

a. There are within the employee's same agency or department positions at the same or lower pay grade which are vacant, which management intends to fill, and the employee about to be laid off meets the minimum qualifications and is able to perform the duties of these vacant positions.

...

SECTION 7. REEMPLOYMENT RIGHTS (RECALL RIGHTS)

...

1. Employees selected for layoff will be so notified in writing by the employing department or agency at least thirty (30) calendar days prior to the effective date...

The official notice of layoff will advise the employee:

a. to file an updated application with the Department of Personnel;

b. to define reemployment parameters;

c. if desired, to schedule a personal interview as soon as practical to discuss alternative employment opportunities;

d. inform the employee of the effective day of the layoff and that mandatory reemployment rights begin thirty (30) days before that effective date and continue for two years unless terminated under this section; and,

e. inform the employee of vertical displacement rights, if applicable.

An employee with permanent status who has been officially notified he or she will be laid off shall have the following rights:

1. Beginning thirty (30) days prior to the effective date of the reduction in force and continuing for two years from the effective date, the employee will have mandatory reemployment rights to any vacant classified bargaining unit position when management intends to fill it, provided:

a. such position is at the same or lower pay grade as the position from which the employee was laid off; and,

b. the employee meets the minimum qualifications for the position; and,

c. the employee has indicated a desire and willingness for the job, by stating so in "parameters" established before implementation of these reemployment rights. (e.g., full-time, part-time, limited service, permanent, type of position, department, occupation, etc.).

During the period of mandatory reemployment rights an employee may at any time change these reemployment parameters for the remainder of the period.

...

SECTION 11.

A former permanent status employee, reemployed in accordance with Section 7, above, shall be paid the rate of pay being received at the time of the layoff, plus any general wage increases which would have been received had the layoff not occurred because of an adjustment to the pay grade or compensation plan, provided, however, this salary shall not exceed the maximum of the pay grade for the class to which the employee is reemployed, and shall not include

any step increments. Employees reemployed to a position in the lower pay grade shall be treated in the same manner as a reallocation downward for pay adjustment purposes, subject to the maximum of the new grade.

3. An employee who "bumps" into a vacant position under Article 72, Section 6(1)(a), enjoys the same pay protections as an employee who has been reemployed after being laid off. This protection is present despite the fact that the employee has not been laid off but instead has moved into a vacant position.

4. Article 51 of the Contracts govern salaries and wages of employees. Section 13 of that Article provides, in relevant part, as follows:

> When an employee demotes to a position in a lower pay grade, that employee shall be placed on a specific step in the new (lower) pay grade that is within the range for salary upon demotion specified in Section 6.072, et. seq., of the Rules and Regulations for Personnel Administration.

5. Section 6.072 of the Rules and Regulations for Personnel Administration provides, in relevant part, as follows:

> An employee who is rated fully satisfactory and who is demoted to a position in a lower class shall be reduced in salary to the maximum of the lower class, or if his salary is within the range of the lower class, it may be reduced by an amount not to exceed 5 percent.

6. Section 6.0741 of the Rules and Regulations for Personnel Administration provides as follows:

> A permanent status employee with three or more years of continuous State service whose position is reallocated downward through no fault of his own and whose service in the position is at least fully satisfactory shall not be subject to a reduction in salary.

7. Grievant Richard Cross has worked for the State since 1971. Prior to May 22, 1991, Cross was employed as a Quality Control Supervisor, a Pay Grade 21 position, in the Waterbury

office of the Department of Social Welfare. Grievant Frances Gibson has worked for the State since 1975. Prior to May 22, 1991, Gibson was employed as a Quality Assurance Specialist, a Pay Grade 19 position, in the Brattleboro office of the Department of Social Welfare.

8. During the first half of 1991, over 300 positions were eliminated in State government. The Department of Personnel began working with State agencies in late January and early February of the year to identify positions for elimination. The Agency of Human Services ("AHS") position reduction target was set at 173 positions. The position reduction target for the Department of Social Welfare ("DSW"), which is within AHS, was to eliminate 19 positions (Grievant's Exhibit 2).

9. The Department of Personnel determined that the elimination of the targeted positions would be achieved through a staggered Reduction in Force ("RIF"), so that the Department of Personnel could expand the time period for completing the necessary administrative functions involved in executing the designated RIF's.

10. The Department of Personnel scheduled the RIF's to take place in three phases. The first phase of RIF's was scheduled to take place on April 22, with a list of affected classes and of employees selected for lay off to be provided to VSEA by March 15, and official notice of RIF's to affected employees by March 22, 1991, pursuant to Article 72 of the Contracts. The second phase of RIF's was set for early May, with a list of affected classes and employees to VSEA by late March, and official notice

of RIF's to affected employees by early April. The third phase of RIF's was scheduled for May 22, with a list of affected classes and employees to VSEA by April 15, and official notice of RIF's to affected employees by April 22, 1991.

11. The RIF's of AHS employees, including DSW employees, were slated for the third phase of RIF's.

12. In March, 1991, AHS had a number of vacant positions which AHS desired to fill and which were not targeted for elimination. By March 22, 1991, official RIF notices were to be issued to employees in other agencies, in the first phase of RIF's, which would result in these employees having mandatory reemployment rights to vacant positions within AHS. If AHS desired to fill a vacant position after March 21, 1991, AHS would be required to offer the positions to those employees on the RIF re-hire list. This is commonly referred to as "clearing RIF". In order to be placed on the RIF rehire list, an employee must receive official notice of RIF and have mandatory reemployment rights under the Contracts.

13. In order to provide RIF-targeted employees within AHS with as many options as possible, AHS desired that preference be given the AHS employees, whose positions were to be eliminated, prior to any outside recruitment for vacant positions. This was to ensure to the extent possible that RIF-targeted employees within AHS, rather than employees from outside AHS, would have the option of selecting a vacant position within AHS .

14. Shortly before March 11, 1991, a meeting was held in the office of the Commissioner of Personnel, Patricia DeGraw.

Present at the meeting were DeGraw, Thomas Ball, Director of Employee Relations; Michael Seibert, Assistant Attorney General; Charly Dickerson, Human Resources Director; John Peterson, AHS Chief of Personnel; and Anne Noonan, Director of Administrative Services for VSEA. The purpose of the meeting was to discuss issues surrounding the RIF's in State government. One issue discussed at the meeting was the implementation of AHS's policy on offering vacant positions to AHS employees targeted for RIF in lieu of the employees being RIF'd.

15. On March 11, 1991, DeGraw requested that Peterson deliver to Noonan the list of AHS employees targeted for RIF. Peterson delivered the list to Noonan that day. The list contained the AHS positions targeted for elimination and the names of employees who occupied these positions. The positions occupied by Grievants Richard Cross and Frances Gibson were on the list. Peterson informed Noonan that AHS desired to immediately notify affected AHS employees that their positions were going to be eliminated, so that the employees could make decisions whether they wished to move into vacant AHS positions before the first phase of RIF's commenced. Peterson indicated that, otherwise, AHS employees would be disadvantaged since they were in the third phase of RIF's and AHS vacancies would be filled by employees from other agencies in the first and second phase of RIF's. Noonan expressed no objections to AHS immediately notifying affected employees of the planned elimination of their positions and providing them the opportunity to move into vacant AHS positions (Grievant's Exhibit 1).

16. On March 14, 1991, at approximately 8:30 a.m., Veronica Celani, DSW Commissioner, and Jane Kitchel, DSW Deputy Commissioner, met with DSW employees stationed in Waterbury whose positions were to be eliminated. Grievant Richard Cross was at this meeting, and he was among those told by the Commissioner that his position was being eliminated. Celani told the affected employees that they would be given the opportunity to move into vacant positions at AHS and would be given a list of all vacancies. Celani told the employees that she knew it was upsetting for the employees to receive this news, and she told them that they could leave work for the rest of the day. Shortly after this meeting, Celani told Cross that Grievant Frances Gibson's position was also being eliminated. At approximately 10:00 a.m., on March 14, Cross called Gibson at her Brattleboro office and told her that her position was being eliminated.

17. On March 14, 1991, AHS Secretary Cornelius Hogan sent a memorandum to all AHS commissioners and office directors entitled "Interim Agency Recruitment/Hiring Policy". The memorandum provided as follows:

> A number of Agency employees will be impacted by the downsizing of the Agency over the next several months. I am committed to do everything possible to assist affected employees in finding other work. Because targeted employees' RIF rights will not kick in for several weeks, it is important that we seize upon placement opportunities as early as possible.
>
> In order to assist these employees, I am instituting the following policy for filling positions within the Agency. This policy is effective immediately and will continue indefinitely.
>
> 1. As presently required, departments/offices wishing to fill a position must obtain approval from Peter Profera. This includes "local hires".

2. If a request to fill is granted, and before any formal recruiting takes place, the department will be furnished names of interested and eligible candidates who have been RIF designated. Departments shall interview all referred candidates. If a hiring authority has valid and compelling reason not to offer the position to a RIF designee, a written waiver request must be submitted to this office.

3. If there are no candidates to be referred, the AHS Personnel Unit will initiate agency recruiting. Subsequent requests for state and open recruiting will be addressed on a case-by-case basis.

This process may span a number of weeks but could extend longer if subsequent reductions are proposed. I feel it is incumbent on all of us to do everything in our power to limit job loss to the greatest extent possible (State's Exhibit 1, Page 1).

18. On March 18, 1991, Commissioner Celani distributed a memorandum to "All Staff" regarding the position reductions in DSW. She stated that the "Department has just completed the process of identifying 18 classified positions for abolishment", and she listed the affected positions, including those held by Cross and Gibson. Celani further stated:

We have attempted to preserve as many employment opportunities as we could for those individuals currently in the positions slated for elimination. For example we have deliberately not filled vacancies so that these would be available to affected incumbents.

I would like to restate once again how difficult this process has been for all involved. Please be assured that the management of this Department will do everything possible to assist employees in a transition to other positions (Grievant's Exhibit 3).

19. On March 18, 1991, at 10:00 a.m., a meeting was held in the DSW Commissioner's office for the individuals in the Waterbury office whose positions were being eliminated. The employees present, including Cross, were given a list of positions in DSW that were vacant and which DSW was willing to fill at that time. Cross and others present were told that if

they were interested in any of the positions, they should tell the Deputy Commissioner, Jane Kitchel, by the end of the day on March 19. Later that day, Cross spoke with Kitchel. He indicated that since he was a Pay Grade 21, he was not interested in any of the positions, as they were all downgrades. Kitchel urged Cross to speak with Karen Rider about a vacant Medicaid Trainer position in Waterbury, which was a Pay Grade 19 position. Rider was the supervisor for that position and the one responsible for conducting interviews.

20. Also, on March 18, 1991, the Commissioner's office sent a computer mail memorandum to those DSW employees whose positions were being eliminated. The memorandum listed DSW vacant positions which were going to be filled, and provided as follows:

> The Department currently has the following vacancies which we wish to make available to you as employees whose present position has been identified for elimination. Hiring would be done by administrative appointment. If more than one employee is interested in the same vacancy, the hiring authority for the position would need to make a selection.
>
> If you are interested in being considered for any of these vacancies, please notify Jane Kitchel via mail or by phone no later than close of business tomorrow. Please call Agency of Human Service Personnel as soon as possible for additional information regarding pay impact, position eligibility, and why timeframes are so tight (Grievant's Exhibit 6).

21. Both Cross and Gibson read the computer mail memorandum on March 18, 1991.

22. On March 20, 1991, Cross met with Rider. Rider told Cross that he could have the position if he wanted it. Cross told Rider he would take the position.

23. There is no evidence that Cross, prior to accepting this position, spoke with an AHS Personnel Administrator about the pay impact of moving into a position with a lower pay grade. In conversations with Kitchel on or after March 18, 1991, Kitchel informed Cross that the DSW did not want the affected employees to lose pay, but that she could not tell him this would not happen.

24. On March 18, 1991, after receiving the computer mail memorandum from the Commissioner's office containing the list of vacancies in the Department, Grievant Frances Gibson determined that the only viable option for her was an Eligibility Specialist position in Brattleboro. Gibson called Linda McGrath of the AHS personnel office. McGrath told Gibson that her pay would be reduced, but Gibson, who was very upset due to the elimination of her position, understood that her pay would be protected. Gibson also discussed her options with Anne Noonan of VSEA.

25. On March 19, 1991, Gibson sent a mail message to Kitchel that she would accept the Eligibility Specialist position in Brattleboro.

26. Prior to accepting the positions, both Cross and Gibson were aware that, rather than move into the vacant positions, they could opt to be laid off effective May 22, 1991, and exercise their RIF rights under the Contracts. The DSW allowed employees who had accepted the vacant positions to rescind their acceptance prior to April 22, 1991, the date affected DSW employees would be notified of RIF's. Neither Cross nor Gibson rescinded their acceptance of the vacant positions prior to April 22, 1991.

27. VSEA submitted a Step II grievance on behalf of Cross and Gibson on April 18, 1991, alleging that the Employer's "refusal to maintain the employees' rates of pay upon their assignments to vacant positions with lower pay grades in lieu of separation from service as a result of the Agency's reduction in force" violated Article 15, 51 and 72 of the Contracts. Grievants did not specifically allege a violation of Article 2 of the Contracts at either Step II or Step III of the grievance procedure (State's Exhibits 7, 8).

28. Approximately three DSW employees were RIF'd on May 22, 1991. On April 15, 1991, Thomas Ball, Director of Employee Relations for the State, sent VSEA letters informing VSEA of the affected positions and employees selected for RIF on May 22. On April 22, 1991, Commissioner Celani sent official notice to the DSW employees to be laid off effective May 22, 1991. Consistent with Article 72, Section 7, of the Contracts, the official notice to employees included information regarding the date of separation, mandatory reemployment rights and vertical displacement rights, as well as other information contractually required to be communicated in the official notice of layoff (State's Exhibits 6).

29. The form of the letters used in notifying VSEA on April 15, and the affected employees on April 22, were consistent with the practice of the State in previous instances of RIF's.

30. Neither VSEA, nor Cross and Gibson, received notices of RIF's concerning Cross and Gibson consistent with this practice.

31. Cross moved to the vacant Medical Trainer position effective May 22, 1991. As a result of his change in positions from a Pay Grade 21 to Pay Grade 19, Cross suffered a cut in pay as of May 22, 1991. The State treated his move as a voluntary demotion with a loss in pay, rather than as a move to a vacant position with pay protection under the contractual RIF provisions.

32. Gibson moved to the vacant Eligibility Specialist position effective May 22, 1991. As a result of her change in positions from a Pay Grade 19 to Pay Grade 18, Gibson suffered a loss in pay as of May 22, 1991. The State treated her move as a voluntary demotion with a loss in pay, rather than as a move to a vacant position with pay protection under the contractual RIF provisions.

OPINION

Grievants contend that the Employer violated Articles 2, 51 and 72 of the Contracts by not protecting Grievants' pay when Grievants were offered, and accepted, lower pay grade positions in the Department of Social Welfare.

Grievants first contend that their pay was protected by the reduction in force provisions of Articles 2 and 72 of the Contracts. The Employer contends that Grievants were not entitled to reduction in force rights, and thus their pay was not protected. The Employer also contends that Grievants' allegation of an Article 2 violation was untimely raised, as it was not raised at earlier steps of the grievance procedure. We agree with the Employer that this alleged violation was untimely raised. However, this makes no substantive difference with respect to resolving this case on the merits since the provision of Article 2 which Grievants allege was violated adds nothing of substance to the reduction in force provisions of Article 72 of the Contracts.

Article 72 sets forth the rights and responsibilities of the involved parties when a reduction in force occurs. Grievants contend that they are entitled to salary protection pursuant to Article 72, Section 11. Salary protection rights pursuant to Article 72, Section 11, are contingent on an employee being "reemployed in accordance with Section 7" of Article 72. Employees are granted Section 7 reemployment rights once the employee "has been officially notified he or she will be laid off".

Thus, the determination on Grievants' entitlement to the salary protection provisions of Article 72, Section 7, turns on whether they were "officially notified" of their layoff. Grievants contend that evidence of such official notice is indicated by: 1) Employer representative John Peterson providing VSEA representative Anne Noonan on March 11, 1991, with a list of positions targeted for elimination and the names of employees who occupied these positions, including Grievants and their positions; 2) the Employer verbally informing Grievants on March 14 that their positions were being eliminated; and 3) the Employer informing Grievants by a March 18 memorandum that their positions were being eliminated.

We disagree with Grievants that they received official notice that they were to be laid off. Article 72, Section 7, provide that employees selected for layoff "will be so notified in writing". It further provides that the "official notice of layoff" will inform the employee of the effective date of their layoff, reemployment rights and vertical displacement rights; and that the official notice will advise the employee to update their employment application and reemployment parameters, and to schedule a personal interview.

The March 14 verbal notification to Grievants of the elimination of their positions did not constitute official notice of layoff pursuant to these contractual provisions since it was not in writing. The March 18 memorandum from the Commissioner to "All Staff" did not constitute official notice to Grievants since it did not contain the specific information required by Article

72, Section 7, for official notice of layoff. We also note that the March 18 computer mail message from the Commissioner's office to employees, whose positions were targeted for elimination, to inform them of vacant positions did not contain the specific information needed for official notice of layoff.

Thus, we conclude that Grievants never did receive official notice of layoff. Our conclusion in this regard is bolstered by the fact that it was the consistent practice of the Department of Personnel to send all employees to be laid off letters containing the information required by Article 72, Section 7. Given this conclusion, the list which Peterson provided to Noonan on March 11 did not constitute the required contractual notice to VSEA "before any employee is officially notified of a layoff" pursuant to Section 2 of Article 72, since Grievants were never officially notified of their layoff.

Instead, the notice which VSEA and Grievants received was extra-contractual notice that Grievants' positions were targeted for elimination, and that they were targeted for an ultimate reduction in force, to allow them the option of moving into vacant Department positions prior to employees from other State agencies exercising reduction in force rights and moving into the vacant positions. Grievants, who were scheduled for the third phase of layoffs, would have been disadvantaged otherwise. Employees from other agencies, who were in the first and second phases of layoffs, could have moved into the vacant positions before Grievants received their "official notice" of layoffs. Grievants opted to move into the vacant positions rather than wait to receive their "official notice" of layoff and exercise their reduction in force rights.

Thus, since Grievants never received "official notice" of layoff, they did not exercise their reemployment rights pursuant to Article 72, Section 7, and are not entitled to the salary protection provisions of Article 72, Section 11 of the Contracts.

Nonetheless, Grievants further contend that their actions of accepting the positions at a lower pay grade was not voluntary but, rather, that they moved to lower pay grade positions through no fault of their own. As such, Grievants contend that their pay was protected by Article 51 of the Contracts.

Article 51, Section 13, allows the Employer to reduce the salary of employees who demote to a position in a lower pay grade in accordance with Section 6.072 of the Rules and Regulations of Personnel Administration. Section 6.072 allows a pay cut of up to 5 percent in cases of demotions.

Grievants contend that, by definition, an employee can only be demoted, and thus come under Section 6.072, if the employee has done so voluntarily. Grievants contend that their actions in moving into the lower pay grade positions were involuntary because of undue influence by the Employer. The Employer contends that Grievants' acceptance of vacant positions at lower pay grades were voluntary demotions.

Thus, the issue as framed is whether Grievants' movements to lower pay grade positions constitute voluntary demotions, or involuntary acts. In In re Taylor, ___ Vt. ___ (1992), the Supreme Court held that an employee's action, in that case a resignation, was not voluntary because it resulted from undue influence on the part of the employer. The Taylor court stated

that "(u)ndue influence occurs when a person in a dominant position exerts excessive pressure on or unfairly persuades another in a vulnerable situation, to the extent that the will of the servient person is overcome by the will of the dominant person". The Taylor court looked to the following factors in determining whether an employee's decision resulted from undue influence:

> 1) whether the servient party was in a susceptible or vulnerable state of mind; 2) whether the persuading party was in a dominant position over the person persuaded, and whether there was more than one person doing the persuading; 3) whether independent advice was made available to the servient party; 4) whether the discussion took place in an unusual place or at an unusual time; and 5) whether there was an emphasis on the negative consequences of delay or an insistence on an immediate answer.

In applying the Taylor standards to the facts of this case, we conclude that undue influence did not exist here. It is true that Grievants were in a "susceptible or vulnerable state of mind" once they learned that their positions were to be eliminated. However, an examination of the other factors indicates that the Employer did not exploit this vulnerable situation of Grievants to exert excessive pressure on them or unfairly persuade them so that Grievants' will was overcome by the Employer's will, as Taylor requires for a conclusion of undue influence.

The Employer did not put excessive pressure on Grievant or unfairly persuade them to accept the vacant positions at lower pay grades, rather than exercise reduction in force rights. Instead, it is evident that the Employer was attempting to maximize the options for those employees, like Grievants, whose

positions were to be eliminated.

Clearly, by being presented with these two options, Grievants had to choose between two less than desirable outcomes. However, just as undue influence is not necessarily present because an employee is confronted with a choice of resigning or being fired, Taylor, supra; it is not necessarily present when an employee has a choice of moving into a lower paying position or exercising reduction in force rights and being laid off.

Grievants did have to make a quick decision about whether to move into the vacant positions, since they were made aware of available positions on March 18, four days after learning that their positions were to be eliminated, and informed that they had to let the Employer know by March 19 whether they desired to move into one of the positions. However, this timeframe was not so tight that their decision to move into the vacant positions was the result of undue influence.

The time they had allowed them to adequately inquire about the vacant positions and the implications of accepting them. This allowed Grievants to inquire about the pay implications of moving into the vacant positions, and the preponderance of the evidence indicates that the Employer did not mislead them with respect to their pay being reduced if they accepted the vacant positions. It also allowed them to obtain "independent" advice from VSEA, an opportunity Grievant Frances Gibson took advantage of by speaking with Anne Noonan of VSEA.

Also, with respect to the timeframe for making a decision, it is pertinent that the Employer allowed employees who had

accepted the vacant positions to rescind their acceptance prior to April 22, 1991, approximately one month later, the date affected employees would be officially notified of their lay off. Prior to April 22, both Grievants clearly knew their pay was to be reduced since they filed a grievance on April 18 protesting the pay reductions.

This was not a situation where timeframes for making a decision were so tight that the wills of Grievants were overcome by that of the Employer so that their decisions resulted from undue influence. In Taylor, the Court concluded that the employee was subject to undue influence by being required in the course of an afternoon to decide whether to resign. In this case, on the other hand, Grievants were provided with a significantly longer timefame to decide whether to move into the vacant positions so that their decisions were not the product of undue influence.

In sum, we conclude that Grievants' decisions to move into the vacant positions at a lower pay grade were voluntary and constituted voluntary demotions. Thus, under Article 51, Section 13, of the Contracts, the Employer acted appropriately by reducing their pay.

ORDER

Now therefore, based on the foregoing findings of fact and for the foregoing reasons, it is hereby ORDERED that the Grievance of Richard Cross and Frances Gibson is DISMISSED.

Dated this 2nd day of March, 1993, at Montpelier, Vermont.

VERMONT LABOR RELATIONS BOARD

Louis A. Toepfer, Acting Chair

Catherine L. Frank

Leslie G. Seaver