VERMONT LABOR RELATIONS BOARD

GRIEVANCE OF:	)	
	)	
VERMONT STATE COLLEGES FACULTY FEDERATION, AFT LOCAL 3180, AFL-CIO (RE: LYNDON STATE COLLEGE DEPT. CHAIRPERSONS)	)	DOCKET NO. 02-59
GRIEVANCE OF:	)	
	)	
VERMONT STATE COLLEGES FACULTY FEDERATION, AFT LOCAL 3180, AFL-CIO (RE: VERMONT TECHNICAL COLLEGE DEPT. CHAIRPERSONS)	)	DOCKET NO. 03-21

FINDINGS OF FACT, OPINION AND ORDER

Statement of Case

On December 23, 2002, the Vermont State Colleges Faculty Federation, AFT Local 3180, AFL-CIO ("Federation") filed a grievance, Docket No. 02-59, with the Labor Relations Board. The Federation alleged that the Vermont State Colleges ("Employer") violated Article 24 and Appendix G of the collective bargaining agreement between the Employer and the Federation for the full-time faculty bargaining unit, effective September 1, 1999 to August 31, 2003 ("Full-Time Faculty Contract"), by assigning Lyndon State College department chairpersons to complete classroom observations and reports on part-time faculty in their departments.

On April 28, 2003, the Federation filed a second grievance, Docket No. 03-21, with the Board. The Federation alleged that the Employer violated Article 24 and Appendix G of the Full-Time Faculty Contract by assigning Vermont Technical College department chairpersons to evaluate part-time faculty in their departments.

The Labor Relations Board consolidated Dockets Nos. 02-59 and 03-21 for hearing subsequent to the parties agreeing to a consolidation. The Board held a hearing on June 16, 2003, in the Board hearing room in Montpelier before Board Members Richard Park, Chairperson; Carroll Comstock and Joan Wilson. Russell Mills, Federation Grievance Chairperson, represented the Federation. Attorney Nicholas DiGiovanni, Jr., represented the Employer. The Employer and the Federation filed post-hearing briefs on July 2 and 3, 2003, respectively.

FINDINGS OF FACT

1. The Federation has been the exclusive bargaining representative of a bargaining unit of full-time faculty members, including department chairs, at the campus-based colleges of the Employer since December 18, 1973 (Joint Exhibit 1).

2. The Federation has been the exclusive bargaining representative of a bargaining unit of certain part-time faculty members at the campus-based colleges of the Employer since June 4, 1991. The terms "part-time faculty" and "adjunct faculty" are used interchangeably in this decision (Joint Exhibit 2).

3. The Full-Time Faculty Contract provides in pertinent part as follows:

ARTICLE 3
MANAGEMENT RIGHTS

A. All the rights and responsibilities of the Vermont State Colleges, which have not been specifically provided for in this Agreement, shall be retained in the sole discretion of the Vermont State Colleges and, except as modified by this Agreement, such rights and responsibilities shall include but shall not be limited to:

1. The right to . . . assign . . employees . .

. . .

D. No such management right or responsibility set forth or referred to in this article shall be enacted, applied, or implemented in a manner which is arbitrary or capricious or in contravention of the Agreement.

. . .

ARTICLE 24
WORKLOAD

. . .

C. Department heads who have one to five part-time/adjunct faculty members in their department in a given semester will receive a stipend of $200 per semester. Department heads with six or more part-time/adjunct faculty members in their department in a given semester will receive a stipend of $350 per semester.

. . .

APPENDIX G
DEPARTMENT CHAIRPERSON POSITION DESCRIPTION

The department chairperson is a non-management employee, with faculty rank and status, and a member of the bargaining unit. He/she shall serve as a liaison between faculty and the administration and is responsible for providing overall leadership for faculty within his/her department. Consistent with this role, based on past practice, the chairperson:

. . .

1. Prepares and recommends course offerings of the department and of the faculty assigned to the department. Such work includes the coordination of requests from department faculty for schedule preferences, development of departmental schedule and recommendation of such schedule to the Academic Dean or designee.

. . .

13. recommends the need for adjunct faculty, assists in the selection of adjunct faculty and their orientation, and recommends concerning the rehiring of adjunct faculty.

. . .

(Joint Exhibit 1)

4. The Employer and the Federation negotiated the provisions of Appendix G of the Full-Time Faculty Contract, containing the department chairperson position description, prior to negotiating the first collective bargaining contract between the Employer and the Federation for the part-time faculty bargaining unit. The language of Appendix G regarding chairpersons' duties with respect to adjunct faculty has not changed since the original language.

5. The collective bargaining agreement between the Employer and the Federation for the part-time faculty bargaining unit, effective September 1, 2000, to August 31, 2005 ("Part-Time Faculty Contract"), provides in pertinent part as follows:

. . .

ARTICLE NUMBER: XV
FACULTY EVALUATIONS

A. The evaluation of part-time faculty shall be used to improve instruction and to aid in determining whether part-time faculty shall receive a subsequent appointment.

B. Any formal evaluations will be conducted by the Dean or his/her designee. Selections regarding who will be evaluated will be made at the Dean's/designee's discretion. In addition, part-time faculty may request to be evaluated. Such requests will be honored in the order they are received. No fewer than (3) members and no more than ten percent (10%) of the active teaching faculty may be reviewed by request during each fall and spring semester. . .

C. At the beginning of each semester, a Peer Review Committee will be established. It will consist of two (2) part-time faculty appointed by the Dean and one other individual from the full or part-time faculty appointed by the Federation . . . The Dean will also advise the Committee and the department chair as to when their respective summary reports on the part-time faculty should be completed.

. . .

D. The Committee shall review student evaluations, any reports of observed classes, and any other information related to the part-time faculty performance and write a summary report of its findings. . .

E. Formal evaluations shall include a review of any classroom observation, student evaluations, Committee reports, department chair reports, and other information related to the part-time faculty's performance. The only written material that may be used in conducting evaluations shall be the material placed in the personnel file, and student evaluations.

1. Classroom Observation

a) The Dean or his/her designee may with advance notice schedule no more than one (1) classroom observation with a part-time faculty per semester, unless the part-time faculty or the Dean or his/her designee requests the scheduling of additional observations.

b) The Dean or his/her designee shall place a written report of the observed class in the part-time faculty member's personnel file no later than thirty (30) days following the completion of the classroom observation.

c) The part-time faculty member shall have the right to meet with the Dean or his/her designee to discuss the report of the observed class and may place a written response in his/her file.

. . .

6. The Federation has a single constitution governing both full-time and part-time faculty members.

7. Although the Federation represents faculty in both bargaining units of part-time and full-time faculty, the two units negotiate separately and members of one unit do not participate in the negotiations of the other unit. The Delegate Assembly of the Federation has representatives of both units as members but, when collective bargaining contracts are discussed at Assembly meetings, only the members of the unit covered by the particular contract participate in the discussion while members of the other unit leave the meeting.

8. Members of the full-time faculty unit have signed collective bargaining agreements covering part-time faculty in their capacities as Federation President. Members of the full-time faculty unit have represented full-time and part-time faculty in grievances before the Labor Relations Board in their capacities as Federation Grievance Officer (Joint Exhibit 2).

9. The Federation has used the services of a national representative of the American Federation of Teachers for both full-time and part-time faculty negotiations. Generally, different national representatives have been involved in the part-time

negotiations than in the full-time negotiations. However, recently the same national representative served both the full-time unit and the part-time unit in negotiations.

10. In his role as department chairperson, Castleton State College Professor Roy Vestrich was involved in discussions with the Academic Dean on whether to retain a part-time faculty member who had allegedly falsified his credentials. It was decided that the employment of the person could not continue. Professor Vestrich had other discussions with the Academic Dean when he was a department chairperson on concerns raised about the performance of part-time faculty members. Professor Vestrich was never required as a department chairperson to conduct classroom observations of part-time faculty members as part of the standard evaluation procedure. There were occasions when part-time faculty members asked him to sit in on their classes and observe them for some special purpose but not as part of an evaluation procedure.

11. In negotiations that led to the current Full-Time Faculty Contract, the Employer proposed changes in the duties of department chairpersons. The provisions of the contract were not changed in this regard, but the parties did agree to incorporate a side letter into the Contract which provided in pertinent part:

> The Colleges and Faculty Federation agree to establish a committee to examine current practices in academic unit governance with special attention to the roles, duties and compensation structures for Department Chairs,(sic) The Faculty Federation understands that the colleges seek to implement changes in the current structure moving from a Department Chair to a Division Head (faculty bargaining unit member) and Program Coordinator structure beginning as early as the 2001-2002 academic year (Joint Exhibit 1).

12. The academic unit governance committee established by the Contract did not recommend changes in the roles, duties and compensation structures for department chairpersons.

13. On March 15, 2002, Lyndon State College ("LSC") Academic/Student Dean Michael Fishbein sent a memorandum to LSC part-time faculty stating that he and the LSC President "had been discussing the value of attending more closely to the needs of our part-time faculty." Dean Fishbein indicated that "as a first step" they had "decided to initiate more systematic contact with the part-time faculty". To that end, he announced that there would be a general introductory meeting to discuss intentions to, among other things, "implement the evaluation process that exists in the Agreement" (Employer Exhibit 8).

14. On September 9, 2002, Dean Fishbein sent a memorandum to LSC department chairpersons concerning "part-time faculty evaluation". Dean Fishbein informed the chairpersons that, "per Article XV (of the Part-Time Faculty Contract), I have designated you to complete identified classroom observations and reports". Dean Fishbein indicated that the part-time faculty selected for formal evaluation would be: 1) those who request review; 2) those who are accruing their 30th or 70th credit, or entering their third calendar year of teaching at LSC; and 3) faculty he may designate based upon concerns supported by information received by him from students or information that chairpersons share with him. Dean Fishbein listed seven members of the part-time faculty bargaining unit, and thirteen first-year part-time faculty members, who would undergo review. He attached a copy of a classroom observation form to the memorandum, which he later informed department chairpersons that they could use as a guide but that they were free to use their own method of report (Employer Exhibits 9, 10).

15. There are between 60 – 80 part-time faculty members at LSC during an academic year. There are approximately 57 full-time faculty members, 18 – 20 of who serve as department chairpersons or co-chairpersons.

16. Jack Anderson was the Acting Academic Dean at Vermont Technical College from July 1, 2001, until April of 2003. During the 2001-2002 academic year, Dean Anderson did classroom observations of three part-time faculty members. During the next academic year, on January 23, 2003, Dean Anderson sent a memorandum to VTC department chairpersons stating that he was "requesting that all part-time faculty in your respective departments receive a classroom observation by you by the end of the semester." Dean Anderson stated that he expected the department chairpersons to "visit the class and observe their teaching and write a few paragraphs about your observations" (Employer Exhibit 11).

17. Prior to the 2002 – 2003 academic year, there is no specific evidence that department chairpersons at any of the colleges of the Employer were required to do classroom observations and reports on part-time faculty as part of an evaluation process of the performance of part-time faculty.

18. Prior to the 2002-2003 academic year, the evidence does not indicate that the Employer had a practice of requiring anyone to conduct classroom observations of part-time faculty as part of an evaluation of their performance. As discussed above, LSC Dean Anderson conducted three such observations during the 2001-2002 academic year. Also, there was a period during the 1980's when an associate academic dean at LSC did classroom observations and reports on part-time faculty. There is no other evidence of

classroom observations being conducted on part-time faculty as part of the evaluation process of their performance.

19. In both cases where the Deans instituted the department chairpersons doing classroom observations and reports, the Deans sought to improve the evaluation process for part-time faculty to make a more informed judgment about their teaching performance in deciding whether to rehire part-time faculty for future semesters. In addition, Dean Anderson believed that the classroom observations would be responsive to the expectations of some accrediting agencies that colleges provide a better assessment of the quality of teaching.

20. Some department chairpersons at both VTC and LSC complied with the Deans' requirements to do classroom observations and reports on part-time faculty. At LSC, classroom observations and reports were done on twelve part-time faculty members. Other chairpersons at both campuses did not comply with the requirements. Neither Dean imposed discipline on the chairpersons for failure to comply pending the grievances before the Board. The average length of the observation reports chairpersons submitted to the Deans did not exceed one page.

21. In his role as Department Chairperson, LSC Professor James Bozman conducted classroom observations of two part-time faculty members, and completed observation reports on them on the form provided to him by Dean Fishbein, during the 2002-2003 academic year. He also had discussions with Dean Fishbein during the year about non-retention of a part-time faculty member following student complaints about the faculty member.

22. In his role as Department Chairperson, VTC Professor Rich Warren visited the Blair House campus of VTC in Williston between February and March of 2003. VTC has an Electrical Engineering and Technology program there offering an Associates degree. Professor Warren visited the campus because questions had been raised during a visit to VTC by an accrediting agency about whether the department leadership was involved actively in the Blair House program. Professor Warren conducted three performance evaluations, and completed two observation reports, of part-time faculty in the Blair House program. He did no classroom observations of other part-time faculty in his department during that academic year.

OPINION

The Federation contends that the Employer violated Article 24 and Appendix G of the Full-Time Faculty Contract by assigning Lyndon State College and Vermont Technical College department chairpersons to complete classroom observations and reports on part-time faculty in their departments.

There is a threshold issue in these grievances concerning the applicability of the Part-Time Faculty Contract to these grievances. The Employer contends that the Federation, as the representative of both the full-time and part-time faculty, has waived, and is estopped from asserting, its right to grieve the Employer's directives that department chairpersons conduct classroom observations of part-time faculty. This is because, the Employer contends, the Federation was aware for years that department chairpersons had evaluation responsibilities concerning part-time faculty under the Part-Time Faculty Contract and raised no objections to such provisions either directly or in its bargaining for the Full-Time Faculty Contract.

The Federation responds that the full-time faculty are bound only by the Full-Time Faculty Contract, and that it would be contrary to every principle of labor relations if a represented group of employees could be assigned workload based on a contract that they did not bargain. The Federation contends this would be the consequence if the department chairpersons can be assigned work based on provisions of the Part-Time Faculty Contract.

Appendix G of the Full-Time Faculty Contract enumerates duties of department chairpersons. This is our primary source for determining whether the Employer acted within its rights by requiring department chairpersons to complete classroom observations and reports on part-time faculty in their departments. The provisions of the Part-Time Faculty Contract are pertinent to our review to the extent that such provisions provide context and help clarify existing practices when the Full-Time Contract is not clear and unambiguous. However, we conclude that they cannot be construed to expand the workload of department chairpersons whose scope of responsibilities was negotiated and set forth in the Full-Time Faculty Contract. It would be inappropriate to have part of one represented group's duties increased without their input when that group already has negotiated over specific duties to be assigned part of that group. This is particularly so when the full-time faculty and part-time faculty were placed in different bargaining units due to a lack of a community of interests shared by both groups. Vermont State Colleges Faculty Federation v. Vermont State Colleges, 152 Vt. 343, 351 (1989).

The fact that the Federation was involved in negotiating both the Full-Time and the Part-Time Faculty Contracts does not alter this conclusion. The principle that employees have the right to freely choose their bargaining representative is firmly rooted

in labor law and is recognized in Vermont under the State Employees Labor Relations Act. 3 V.S.A. Section 903(a) ("Employees shall have the right . . . to bargain collectively through representatives of their own choice."). Vermont State Colleges Faculty Federation, AFT Local 3180, AFL-CIO and Vermont State Colleges, 159 Vt. 619, 620 (1992); *Affirming* 14 VLRB 52 (1991).

Full-time faculty in the State Colleges should not be placed in a worse position due to their exercise of this right. This would be the result if we adopted the Employer's contention that the Federation, as the representative of both the full-time and part-time faculty, has waived its right to grieve the Employer's directives that department chairpersons observe part-time faculty. The Employer could not make this argument if a different union represented the full-time faculty than represented the part-time faculty. Thus, employees' free choice of bargaining representative would be hindered should we agree with the Employer. We conclude it would be inappropriate to do so.

Moreover, the Employer's argument disregards Federation procedures concerning the negotiation of contracts. The part-time and full-time faculty units negotiate separately, and members of one unit do not participate in the negotiations of the other unit. The Delegate Assembly of the Federation has representatives of both units as members but, when collective bargaining contracts are discussed at Assembly meetings, only the members of the unit covered by the particular contract participate in the discussion while members of the other unit leave the meeting. The Federation has constructed a structure respecting the differing interests between the two groups of employees, and should not be held to have waived the right to file a grievance to protect the interests of one of the groups.

Nonetheless, even if the Federation is not estopped from raising the issue in these grievances, the Employer contends that the Full-Time Faculty Contract clearly allows the Employer to direct department chairpersons to conduct classroom observations of part-time faculty. The Employer points to Appendix G and the general management rights delineated in Article 3 of the Full-Time Faculty Contract as support for the authority to direct department chairpersons as was done in this case.

Appendix G provides that the department chairperson "shall serve as a liaison between faculty and the administration and is responsible for providing overall leadership for faculty within his/her department" and, "(c)onsistent with this role, based on past practice, the chairperson . . . recommends the need for adjunct faculty, assists in the selection of adjunct faculty and their orientation, and recommends concerning the rehiring of adjunct faculty". Article 3 provides that, "except as modified by" the Full-Time Faculty Contract, management rights "shall include but shall not be limited to . . . the right to . . . assign . . employees", and that no such right "set forth or referred to in this article shall be enacted, applied, or implemented in a manner which is arbitrary or capricious or in contravention of" of the Full-Time Faculty Contract.

Since Appendix G of the Contract is a position description of department chairpersons specifically delineating their duties, we conclude it would be inappropriate to read the general management right in Article 3 to "assign" employees too broadly. The intent of the parties concerning regular assignment of duties is more clearly reflected in their specific recitation of duties than in a general pronouncement.

In interpreting the specific duties set forth in Appendix G, it is significant that they are "based on past practice". This is a explicit recognition by the parties that past

practice in a particular area of responsibility is a significant component of analyzing the scope of department chairperson duties agreed upon by the parties.

The Employer contends that chairpersons can reasonably be directed to perform classroom observations and reports of part-time faculty as occurred in these cases as an appropriate ancillary duty to the stated duty in Appendix G of recommending the rehiring of part-time faculty. We disagree. In these cases, the Deans at Lyndon State College and Vermont State College instituted new programs of classroom observations and reports of part-time faculty that would have a substantial and ongoing impact on the workload of department chairpersons. Regular classroom observation and reporting is not a minor duty in an educational institution, and its absence in Appendix G is conspicuous. If the parties had intended to require such a duty to be placed on chairpersons, we believe they would have specifically provided for the duty in the position description for department chairpersons rather than simply agreeing to the general provision that department chairpersons make recommendations concerning the rehiring of part-time faculty.

Although classroom observations and reports obviously can be a part of a recommendation whether to rehire a faculty member, a review of past practice indicates it has not been considered a mandatory part of such recommendations concerning part-time faculty. Prior to the 2002 – 2003 academic year, there is no specific evidence that department chairpersons at any of the colleges of the Employer were required to do classroom observations and reports on part-time faculty as part of an evaluation process of the performance of part-time faculty.

Further, the evidence does not indicate that the Employer had a consistent practice of requiring anyone to conduct classroom observations as part of determining whether to

rehire part-time faculty. This means that numerous part-time faculty members have been rehired without having their classes observed. Given the general lack of a practice requiring classroom observations and reports, we cannot conclude that the parties intended that the regular performing of classroom observations and reports were included within the expected responsibilities of a department chairperson in recommending the rehiring of part-time faculty. If the parties intended to include classroom observations and reports as a permitted duty to be assigned chairpersons on a regular basis given this evidence, they would need to specify such duty.

The Employer contends that another reason for concluding that the Employer had the right to direct chairs to do observations of part-time faculty as was done in these cases is that the parties negotiated compensation for such work. The Employer points to Article 24(C) of the Full-Time Faculty Contract, which provides that department chairpersons will receive a stipend of either $200 or $350 depending on the number of part-time faculty in their departments. The Employer reasons that Article 24(C) does not specify that the stipend is for certain particular functions but is written broadly to provide compensation based on the full duties of chairpersons over part-time faculty under the position description set forth in Appendix G of the Full-Time Contract. Since we have concluded that the regular performing of classroom observations and reports are not included within the expected responsibilities of a department chairperson set forth in Appendix G, we conclude that the parties have not negotiated compensation for such work by providing stipends in Article 24(C) of the Full-Time Contract.

The provisions of the Part-Time Faculty Contract do not strengthen the Employer's case. In reviewing the provisions of that contract to provide context and held

clarify existing practices concerning classroom observations and reports of part-time faculty, we conclude that they do not support the regular assignment of such work to department chairpersons.

Although Article XV of the Part-Time Contract provides for classroom observations or reports of part-time faculty as a part of the formal evaluation process of part-time faculty, it does not specify or infer that chairpersons will perform this work. Article XV provides for chairpersons preparing a “summary report” as part of the evaluation process. We cannot infer that “summary report” refers to a classroom observation report. It would have been easy enough for the parties to specify that chairpersons prepared classroom observation reports, rather than use the vague term “summary report”, if they intended chairpersons to perform this duty.

Article XV further provides that the “Dean or his/her designee” may conduct classroom observations and reports. The Employer contends that a department chairperson can be the “designee” of the Dean for this purpose. We conclude that a Dean can designate chairpersons to perform duties only to the extent that the duties are consistent with the provisions of the Full-Time Faculty Contract. Since we have concluded that the regular and ongoing performing of classroom observations and reports are not included within the expected responsibilities of a chairperson under the Full-Time Contract, Deans cannot designate chairpersons to perform this work on a regular and ongoing basis.

In sum, the Employer violates the Full-Time Faculty Contract by assigning department chairpersons to perform classroom observations and reports of part-time faculty on a regular and ongoing basis. In applying this standard to these grievances, we

conclude the Employer violated the Full-Time Contract at Lyndon State College and Vermont Technical College by instituting regular and ongoing programs of classroom observations and reports of part-time faculty. This was done at Lyndon by the Academic Dean setting forth criteria for such observations which resulted in one-fourth to one-third of the part-time faculty being observed in the first year of the program. It was achieved at VTC by the Academic Dean requesting chairpersons to observe all of the part-time faculty in their departments. These programs created duties for department chairpersons that exceeded the permissible limits of the Full-Time Contract.

This does not mean that the Employer is prohibited by the Full-Time Contract from ever assigning department chairpersons to perform classroom observations and reporting of part-time faculty. The Contract prohibits the Employer assigning department chairpersons to complete classroom observations and reports of part-time faculty on a regular and ongoing basis, but we conclude that assigning such observations and reports is a permissible exercise of the management right to assign employees in particular situations. It also is a logical extension of the general responsibilities of department chairpersons articulated in Appendix G to "serve as a liaison between faculty and the administration" and "provid(e) overall leadership for faculty within his/her department". It is inherent in the role of a department chairperson to provide some assistance to the Employer in the administration of a department, and this includes performing classroom observations and reports in limited situations.

A few examples of permissible assignments were brought out at the hearing on these grievances. A VTC department chairperson performed classroom observations and reports at an off-campus site because questions had been raised during an accrediting

agency visit about whether the department leadership was involved actively in the off-campus program. Such a situation, in which accreditation of a program that is both new and remote from the main campus may be at issue, warrants the Employer requiring a department chairperson to perform observations and reports. Another example is a CSC department chairperson observed classes of part-time faculty at the request of part-time faculty for some special purpose that was not part of the standard evaluation procedure. We can envision instances where the Employer will be within its rights to assign chairpersons to observe part-time faculty classes for some special purpose outside the standard evaluation procedure.

There are other permissible observation assignments that were not discussed at the hearing. There may be situations, such as a highly technical or foreign language class, where the Dean or other college employees would not be reasonably qualified to assess and evaluate the learning environment, including instructional performance. A department chairperson could be assigned to observe the classroom and report where such an assessment is required. It would be permissible for the Employer to assign chairpersons to perform classroom observations and reports where students or other faculty members make complaints about misconduct or poor performance by part-time faculty in the classroom. For example, a female student complains that a part-time faculty member regularly devalues the views expressed by female students in the classroom compared to male students. It would be a permissible exercise of management rights to assign the department chairperson, based on competencies or gender sensibilities, to perform a classroom observation and report of the faculty member to assist in making an informed judgment about this complaint.

We believe it would be impractical for us to draw a bright line separating permissible assignments from non-permissible ones. This is an issue with multiple components that is better resolved through negotiations of the parties than by edict of this Board. Through sustaining these grievances, we have made it clear that it is a violation of the Full-Time Faculty Contract to institute a regular and ongoing program assigning department chairpersons to perform classroom observations and reports of part-time faculty. Such a change in duties of department chairpersons needs to be negotiated with the Federation. In this opinion, we also have attempted to provide modest guidance to the parties by discussing examples of permissible instances of assigning chairpersons to conduct classroom observations of part-time faculty under the current contract. By so doing, however, we recognize that we are not addressing every conceivable situation in which the permissibility of department chairpersons doing classroom observations and reports may be at issue. We encourage the parties to do that or to negotiate a better approach to address their interests.

We turn now to determining what remedy to apply in these grievances. The Federation requests that we: 1) order the Employer to cease and desist from assigning department chairpersons to perform classroom observations and reports of part-time faculty, and 2) compensate department chairpersons that were assigned to complete classroom observations and reports of part-time faculty at the rate of $100 per hour for this work. We conclude that an appropriate remedy is to order the Employer to cease and desist from assigning chairpersons to complete classroom observations and reports consistent with this decision, but we elect not to award back pay. We believe that it is unnecessary to award back pay, a remedy that is inappropriate and inadequate to address

the underlying problem in these grievances. The assigning of duties to department chairpersons and the resulting implication on their workloads is an issue with multiple components that is best resolved through negotiations by the parties. Vermont State Colleges Faculty Federation, AFT Local 3180, AFL-CIO v. Vermont State Colleges, 8 VLRB 310, 323-24 (1985); *Affirmed*, 149 Vt. 546, 551 (1988).

ORDER

Based on the foregoing findings of fact and for the foregoing reasons, it is ordered that the Grievances of the Vermont State Colleges Faculty Federation, AFT Local 3180, AFL-CIO, in Docket Nos. 02-59 and 03-21 are sustained, and the Vermont State Colleges shall cease and desist from assigning department chairpersons to complete classroom observations and reports of part-time faculty on a regular and ongoing basis as was done in these cases.

Dated this ____ day of August, 2003, at Montpelier, Vermont.

VERMONT LABOR RELATIONS BOARD

_____
Richard W. Park, Chairperson

_____
Carroll P. Comstock

_____
Joan B. Wilson