

VERMONT LABOR RELATIONS BOARD

GRIEVANCE OF:)	
)	
UNITED ACADEMICS, AAUP-AFT)	DOCKET NO. 04-4
and LAUREL BROUGHTON)	

FINDINGS OF FACT, OPINION AND ORDER

The United Academics, AAUP-AFT (“Union”) filed a grievance on January 28, 2004, on behalf of itself and Laurel Broughton, contending that the University of Vermont (“Employer”) had violated Articles 14 and 15 of the collective bargaining agreement between the Union and the Employer by not considering Broughton, Lecturer in the Department of English, for promotion to Senior Lecturer.

The Employer filed a Motion for Summary Judgment on February 6, 2004. Grievants filed an opposition to the Employer’s motion, and a Cross Motion for Summary Judgment, on March 16, 2004. The Labor Relations Board issued an order on July 20, 2004, denying the motions.

The Labor Relations Board conducted a hearing on September 30, 2004, in the Board hearing room in Montpelier before Board Members Richard Park, Chairperson; John Zampieri and Joan Wilson. Attorney Richard Cassidy represented Grievants. Attorney Nicholas DiGiovanni, Jr., represented the Employer. Grievants and the Employer filed post-hearing briefs on October 18, 2004.

FINDINGS OF FACT

1. The Labor Relations Board certified the Union on May 2, 2001, as the exclusive bargaining representative of full-time faculty of the University. Full-time employment is defined as .75 Full-Time Equivalency (“FTE”) or greater for a 9, 10, 11 or 12 month appointment. Both tenure track and non-tenure track faculty are included in the

bargaining unit. Lecturers are non-tenure track faculty and are considered Officers of Instruction (Union Exhibit 1).

2. The Union and the Employer negotiated the first collective bargaining agreement covering full-time faculty effective February 6, 2003 – June 30, 2005 (“Contract”). The Contract provides in pertinent part:

...

ARTICLE 14 APPOINTMENT AND REAPPOINTMENTS WITHOUT TENURE

...

2. An **Officer of Instruction** may be appointed by the University as follows:
a. Lecturer and Senior Lecturer A lecturer will initially be appointed for a term of one year and may be reappointed in the University’s sole discretion for an additional term of one year. At the conclusion of two years of consecutive service at the University as a bargaining unit lecturer, or as a visiting faculty member, or a combination of years thereof in such ranks, if the University in its discretion decides to reappoint the lecturer, the University will appoint the lecturer to a term contract of two years. Any further lecturer appointments shall also be for two years. For the first two appointments as a lecturer, no further notice shall be required of the expiration of such employment beyond the original appointment letter itself. Once a unit member receives a two year appointment as a lecturer, he or she shall be notified no later than March 1 of the second year of any such appointment as to whether or not it will be renewed.

If a lecturer applies for a promotion to Senior Lecturer, he or she will be notified according to the RPT schedule as to whether or not he or she will be promoted to Senior Lecturer.

...

A decision not to offer another appointment to a lecturer shall not be grievable except as otherwise provided herein.

In all cases, a lecturer will be reviewed by his or her Department Chair or designee and by his or her Dean on an annual basis as to his or her performance over the previous year. In reviewing the performance of lecturers, the school or college shall follow the criteria, standards and process delineated in Article 15, Evaluation/RPT. Lecturers shall be evaluated on the basis of their teaching, advising, service and research related to teaching commensurate with appropriate FTE allocations towards such endeavors, as agreed to in the annual record of work expectations.

Following the completion of six years (within an eight year period) of service as a bargaining unit lecturer, or as a visiting faculty member, or combination of years thereof in such ranks, the lecturer (or visiting faculty member) will be eligible to be considered for the rank of Senior Lecturer. Such

consideration will be initiated by means of a qualifying member's application for promotion to the rank of Senior Lecturer during his or her sixth year (within an eight year period) of full time (75% or more) service as a lecturer and/or visiting faculty member at the University.

...

A lecturer or visiting faculty member who is promoted to the position of Senior Lecturer will receive a two, three or four year term of appointment. The length of the Senior Lecturer appointment will be based on the needs of the department as assessed by the Chair taking into account budgetary, enrollment and programmatic considerations for the School or College.

Decisions regarding promotion to the rank of Senior Lecturer, and for subsequent Senior Lecturer appointments, will be based upon the following criteria:

An assessment of the performance of the applicant over the previous six years (for initial promotion) or over the previous Senior Lecturer appointment (for reappointment as a Senior Lecturer). At all levels of review, evaluations will be based upon consideration of whether the applicant has met, relative to areas of assignment, the same teaching, advising and service standards applicable to tenure-track faculty as outlined in this Agreement, and as may be elaborated upon by individual departments, schools or colleges in their written guidelines and policies.

The review of a faculty member for promotion to the rank of Senior Lecturer will follow the procedures for promotion of tenure track faculty specified in Article 15, Evaluation/RPT.

An applicant who receives an adverse decision regarding promotion nonetheless remains eligible for consideration for appointment to additional two year terms.

A lecturer who has received an adverse decision regarding his or her own promotion application may re-apply for promotion following an additional period of two consecutive years of employment as a bargaining unit lecturer.

A decision not to promote a lecturer to the Senior Lecturer position, or not to reappoint a Senior Lecturer to an additional term, or a decision not to reappoint a lecturer with at least four years of service as a lecturer in the bargaining unit shall not be grievable except for:

- i. alleged procedural violations in the review process that materially and adversely affected the outcome of the case;
- ii. alleged violations of the Anti-Discrimination Article;
- iii. alleged violations of Academic Freedom Article;
- iv. allegations that the decision was arbitrary or capricious; and/or
- v. allegations that the decision was in violation of constitutional rights.

...

The Provost may also appoint faculty new to the University to the rank of Senior Lecturer with a two, three or four year appointment following discussion and consultation with the department or academic unit involved.

...

ARTICLE 15
EVALUATION OF FACULTY AND REAPPOINTMENT,
PROMOTION AND TENURE CRITERIA AND PROCEDURES

...

4. Officers of Instruction

a. Officers of Instruction holding the ranks of Instructor, Assistant Professor and Associate Professor shall be evaluated for reappointment, promotion and/or tenure ("RPT") based upon the candidate's record for performance in the areas of teaching, advising, scholarship/research/creative work and service. . .

Lecturers shall be evaluated and reviewed for performance as provided for in Article 14, Appointments and Reappointments Without Tenure.

...

b. Procedures in Matters of Reappointment, Promotion and Tenure

i. Department chairpersons shall annually review the performance of faculty members in their departments and may recommend reappointment, promotion and tenure to the Dean for eligible faculty. Consideration for promotion and/or tenure in cases where such consideration is not otherwise mandated is required upon request of the individual faculty member.

...

v. . . (b) Assistant Professor. . . Tenure will be granted to faculty members initially appointed as assistant professors upon promotion to associate professor. Tenure may be granted to a full time assistant professor at that rank only after a seven year probationary period . . .

(c) Associate Professor. Except in rare cases approved by the Provost in advance of an offer, initial appointments as an associate professor are on a probationary basis. Before a full time associate professor will be granted tenure at that rank, a four year probationary period must be met.

...

viii. Officers of Instruction shall be evaluated in accordance with the following procedures:

(a) The Faculty Member

In preparing his or her dossier for reappointment, promotion or tenure, the faculty member shall be responsible for preparing his or her own file consisting of a self-evaluation and the curriculum vitae, which shall address his or her work in the performance areas of teaching, advising, scholarship/research/creative work and service.

(b) The Department Chairperson

The Department Chairperson shall be responsible for completing a Chair's Statement, which will include narrative evaluation of the candidate's teaching, advising, scholarship/research/creative work and service, and will measure the candidate's performance against any departmental, School or College RPT guidelines where such exist, taking into account the nature of the type of RPT action involved. . .

Following consultation with departmental faculty, the Chairperson shall make a determination on the proposed personnel action under review. . .

(c) The Dean

In the case of both favorable and unfavorable RPT recommendations by a chair, the Dean of the College or School shall review the candidate for reappointment, promotion or tenure . . . The Faculty Standards Committee (FSC) of the College or School shall also review the candidate for RPT. . . Following review of the FSC's assessment and recommendation, the Dean will issue a written assessment and decision regarding the personnel action under review, which shall be forwarded to the Provost. . .

(d) Provost

In the case of both favorable and unfavorable RPT recommendations of the Dean . . . the Provost shall review the proposed RPT action. The Faculty Affairs Committee (FAC) of the Senate shall also review the candidate for RPT. . . The Provost shall issue a written determination with respect to the RPT action following review of the FAC's assessment and recommendation. The Provost's decision shall be final . . .

(Union Exhibit 1)

3. Laurel Broughton has been a Lecturer in the University's Department of English since 1986. During academic years 1996-1997 through 2001-2002, Broughton worked at 50 percent FTE. During 2002-2003 and 2003-2004, she was employed at 75 percent FTE.

4. On October 7, 2003, Broughton wrote a letter to English Department Chair Robyn Warhol, stating: "In accordance with Article 15, Section 4.b.i of the Agreement between United Academics and the University of Vermont, I am asking that I be considered for promotion to Senior Lecturer." Dean Joan Smith of the College of Arts and Science sent a letter to Broughton dated October 30, 2003, that stated in pertinent part:

I have a letter from Robyn Warhol dated October 22 asking that you be considered for appointment as a senior lecturer. I very much wish I could concur. As you know, the union contract is quite clear that in order to be eligible for appointment to that rank, the candidate must have served as a .75 lecturer or more for six years within the most recent eight-year period. As you know, you have not met this standard. Over the last eight years – FY 97 through FY 04, you have served at 75 percent of time or more in just two of those eight years.

In your letter of Oct. 7, you ask to be considered under Article 15, Section 4.b.i. of the contract. As I read the contract, this section pertains to tenure-track faculty and not to lecturers.

...

(Employer Exhibits 1, 2)

5. The Union filed a grievance with Dean Smith concerning her decision that Broughton was not eligible for consideration for early promotion. Dean Smith denied the grievance. The Union filed a grievance over this denial with Provost A. John Bramley. Provost Bramley denied the grievance (Employer Exhibits 3 – 6).

6. Prior to the effective date of the Contract, the University's Officers Handbook governed appointment, reappointment, promotion and tenure for faculty. The Officers Handbook provided that a tenure track faculty member was required to serve six years before being eligible for tenure. The handbook also provided that the normal period for a tenure track faculty member to be considered for promotion from Assistant Professor to Associate Professor was four years. However, the handbook further provided that department chairs would have to consider requests by faculty for early promotion or early tenure. Prior to the effective date of the Contract, most Lecturers served with one-year contracts with no guarantee of future employment, and they did not have the possibility of promotion. When collective bargaining negotiations commenced, there were 83 Lecturers in the unit.

7. One of the objectives of the Union in entering into negotiations for the first collective bargaining agreement covering full-time faculty was to provide job security and promotional opportunities for non-tenure track faculty. The Union submitted an initial proposal in negotiations that provided for the abolishment of the rank of lecturer and substituted the new ranks of Instructor, Teaching Assistant Professor,

Teaching Associate Professor and Teaching Professor for non-tenure track faculty. Such a rank structure generally would have paralleled the tenure track ranks of Assistant Professor, Associate Professor and Professor. Under the proposal, an Instructor generally would receive one-year contracts, a Teaching Assistant Professor generally would receive a three-year contract with a presumption of reappointment, a Teaching Associate Professor generally would receive a four-year contract with a presumption of reappointment and a Teaching Professor generally would receive a six-year contract with a presumption of reappointment (Employer Exhibits 7, 9; Union Exhibit 10).

8. The Employer initially opposed the Union's proposal to create a rank structure for non-tenure track faculty. The Employer proposed that the status quo of the Employer having discretion to hire lecturers on a year to year basis be preserved. However, on approximately April 1, 2002, the Employer proposed the creation of a Senior Lecturer title, a promotional rank with a three-year term of appointment that would be available after seven consecutive years of service as a full-time lecturer. The Union did not initially accept the idea of a Senior Lecturer title and maintained its proposal to establish the parallel structure of Teaching Assistant Professor, Teaching Associate Professor and Teaching Professor (Employer Exhibits 8, 10).

9. The Union made a bargaining proposal on June 11, 2002 (which it repeated on July 12, 2002), that provided in pertinent part:

. . . Tenured and tenure-track Officers of Instruction holding the ranks of Instructor, Assistant Professor and Associate Professor shall be evaluated for reappointment, promotion and/or tenure based upon the candidate's record of performance in the areas of teaching and advising; scholarship/research/creative work; and service. . . Non-tenure track Officer of Instruction shall be reviewed for reappointment and promotion in the same manner as tenured and tenure track faculty, provided that such Officers shall be reviewed relative to the quality of their performance in areas prescribed in department policies.

...

Consideration for promotion and/or tenure in cases where such consideration is not otherwise mandated is required upon request of the individual faculty member. Although the faculty member bears the responsibility of demonstrating his or her achievement and potential in matters of reappointment, promotion, and/or tenure, administrative officers have a responsibility to contribute to the professional development of the faculty member by communicating to that person their regular assessments of performance, progress, and areas in need of improvement. Although developmental reviews can occur at any time, the first such review must occur by March 15 of the first year of any non-tenure track appointment and by May 15 for any tenure-track appointment.

...

(Union Exhibits 2, 3)

10. The Employer made a proposal dated July 25, 2002, that provided that “consideration for promotion and/or tenure in cases where such consideration is not otherwise mandated is required upon request of the individual faculty member (Union Exhibit 6).

11. The Employer submitted a proposal on July 25, 2002, that modified its earlier proposal on Senior Lecturers. The Employer reduced the number of years required for eligibility for Senior Lecturer from seven consecutive years to six. The Employer also added a provision that breaks in service due to approved leaves of absence would not count against the consecutive years requirement. The Employer’s proposal further expanded the grounds for lecturers to grieve a denial of promotion to Senior Lecturer (Employer Exhibit 11).

12. The Union held to its original proposals, and the Employer did not further modify its proposals, as the parties declared impasse on August 27, 2002, after 33 bargaining sessions. The parties moved to mediation. They reached agreement after 13 mediation sessions. The Contract became effective on February 6, 2003, with the

pertinent language indicated in Finding of Fact No. 2 (Union Exhibits 1, 4 and 7; Employer Exhibit 12).

13. The Union and the Employer did not discuss the subject of early promotion of any faculty during negotiations.

14. 39 Lecturers were eligible to apply for promotion to Senior Lecturer. 24 Lecturers applied for promotion. The Employer approved the promotion of all those that applied. They were granted Senior Lecturer status with contracts of varying lengths.

OPINION

At issue is whether the Employer violated Articles 14 and 15 of the Contract by not considering Laurel Broughton, Lecturer in the Department of English, for early promotion to Senior Lecturer.

Grievants contend that Articles 14 and 15 mandate that consideration for early promotion is required upon request of a faculty member, including a lecturer. Grievants cite Article 14(2)(a) which states that review of a faculty member for promotion to the rank of Senior Lecturer “will follow the procedures for promotion of tenure track faculty specified in Article 15, Evaluation/RPT”. Subsection 4(b) of Article 15 is entitled “Procedures in Matters of Reappointment, Promotion & Tenure”. Subsection 4(b)(i) states that “consideration for promotion and/or tenure in cases where such consideration is not otherwise mandated is required upon request of the individual faculty member.” Grievants contend that the plain language of these contractual provisions requires the Employer to consider any Lecturer seeking promotion to Senior Lecturer upon his or her request. They maintain that Articles 14 and 15 should be read together such that

Lecturers normally would be expected to be considered for promotion after six years of service, but have the right to be considered for early promotion as may any other Officer of Instruction.

Grievants further contend that, even if the Board concludes that the contract language is ambiguous, bargaining history supports Grievants' contention that it sought equal evaluative and promotional procedures for tenure track and non-tenure track faculty. Since the Employer allows tenure track faculty to circumvent their probationary periods and apply for early review of tenure, Grievants maintain that the Employer should be required to allow Lecturers the same right.

The Employer contends that application of contract construction principles leads to the inevitable conclusion that the parties did not provide the option of early review for promotion to Senior Lecturer, but instead delineated a single eligibility standard which has not been met by Broughton. The Employer contends that the eligibility requirements of Article 14 are clear and unambiguous in providing that a Lecturer may only apply for the rank of Senior Lecturer after serving six years as a full-time faculty member in the past eight years. The Employer contends that the reference in Article 14 to using the "procedures" for promotion of tenure track faculty contained in Article 15 is simply a shorthand way of delineating how the person will be reviewed, not when someone is eligible for review.

In interpreting the provisions of collective bargaining agreements in resolving grievances, we follow the rules of contract construction developed by the Vermont Supreme Court. A contract must be construed, if possible, so as to give effect to every part, and from the parts to form a harmonious whole. In re Grievance of VSEA on Behalf

of "Phase Down" Employees, 139 Vt. 63, 65 (1980). A contract will be interpreted by the common meaning of its words where the language is clear. In re Stacey, 138 Vt. 68, 71 (1980). The Board will not read terms into a contract unless they arise by necessary implication. In re Stacey, 138 Vt. at 71. The law will presume that the parties meant, and intended to be bound by, the plain and express language of their undertakings; it is the duty of the Board to construe contracts; not to make or remake them for the parties, or ignore their provisions. Vermont State Colleges Faculty Federation v. Vermont State Colleges, 141 Vt. 138, 144 (1982).

If contract language is sufficiently ambiguous, it is our duty to construe a contract so as to ascertain the true intention of the parties. Grievance of Gorruso, 150 Vt. 139, 143 (1988). Where the language used in a contract will admit of more than one interpretation, we will look at the situation and motives of the parties, the subject matter of the contract, and the object sought to be attained by it. Id. The Board must endeavor to avoid what is unequal, unreasonable and improbable, if this can be done consistently with the words of the contract. Id. at 143-44. If contract language is ambiguous, it is appropriate to look to the extrinsic evidence of past practice and bargaining history to ascertain whether such evidence provides any guidance in interpreting the meaning of the contract. Grievance of Majors, 11 VLRB 30, 35 (1988). Nzomo, et al. v. Vermont State Colleges, 136 Vt. 97, 101-102 (1978).

In applying these standards here, we conclude that Grievants have not established that the Employer violated the Contract by not considering Broughton for early promotion to Senior Lecturer. Although the language used in the Contract is sufficiently ambiguous to admit of more than one interpretation, Grievants' contentions are not

persuasive when the Contract is examined in its entirety with a view towards ascertaining the true intention of the parties.

It is true, as Grievants contend, that Article 14(2)(a) states that review of a faculty member for promotion to the rank of Senior Lecturer “will follow the procedures for promotion of tenure track faculty specified in Article 15, Evaluation/RPT”. It is also true that Section 4(b) of Article 15 is entitled “Procedures in Matters of Reappointment, Promotion & Tenure”, and there is a provision of this subsection which states that “consideration for promotion and/or tenure in cases where such consideration is not otherwise mandated is required upon request of the individual faculty member.” When viewed by themselves, these contract provisions admit of an interpretation that the Employer must consider a Lecturer for early promotion to Senior Lecturer upon request of that faculty member.

However, such an interpretation loses force once the Contract is construed to give effect to every part, and from the parts to form a harmonious whole. The provision of Article 14 relied on by Grievants that “(t)he review of a faculty member for promotion to the rank of Senior Lecturer will follow the procedures for promotion of tenure track faculty specified in Article 15, Evaluation/RPT” must be considered along with other provisions of Article 14. The article, which focuses on non-tenure track positions in the bargaining unit, creates the rank of Senior Lecturer and provides as follows: “Following the completion of six years (within an eight year period) of service as a bargaining unit lecturer, or as a visiting faculty member, or combination of years thereof in such ranks, the lecturer (or visiting faculty member) will be eligible to be considered for the rank of Senior Lecturer.” This language, which was agreed upon by the parties after extensive

discussion and compromise, presents a clear statement of eligibility for promotion, and casts doubt on Grievants' contention that the parties intended to grant Lecturers the right to be considered for early promotion even though they had not met the six years service requirement.

Also, immediately following the Article 14 language relied on by Grievants is the following sentence: "An applicant who receives an adverse decision regarding promotion nonetheless remains eligible for consideration for appointment to additional two year terms." If we accept Grievants' interpretation of the Contract, lecturers would be eligible for consideration for early promotion at any time, even during their first year of employment. However, Article 14(2) provides that lecturers in their first year of employment "may be reappointed in the University's sole discretion for an additional term of one year." Lecturers are not eligible for two-year terms of appointment until completing two years of consecutive service. The above sentence providing that an unsuccessful applicant for promotion "remains eligible for consideration for appointment to additional two year terms" infers that the applicant is eligible for a two-year reappointment. That would not be the case if the applicant is in the first year of employment, casting doubt on Grievants' contention that a Lecturer is eligible at any time to be considered for early promotion.

Further doubt is created once Article 15 is viewed in its entirety. In addition to the provision of subsection 4(b) relied on by Grievants, subsection 4(b) also provides that "Officers of Instruction shall be evaluated in accordance with the following procedures:", and thereafter lists responsibilities of, and actions to be taken sequentially by, the faculty member, Department Chairperson, Faculty Standards Committee, Dean, Faculty Affairs

Committee and Provost. These provisions provide significant support to a conclusion that the Article 14 reference to Article 15 procedures is limited to this portion of Article 15 rather than also incorporating early promotion consideration.

More doubt is cast on Grievants' interpretation of the Contract once the common meaning of "procedures" is examined. "Procedure" is defined as "the act, method, or manner of proceeding in some action; the sequence of steps to be followed; a particular course of action or way of doing something; the established way of carrying on the business of a legislature, law, court, etc." Webster's New World Dictionary (3rd College Ed., 1988. p.1072). This definition, when considered with Article 15's detailed provision of responsibilities and actions to be taken in faculty member reviews, supports the Employer's contention that the parties' statement in Article 14 concerning using the "procedures" for promotion of tenure track faculty contained in Article 15 refers to the specific steps and manner by which the faculty member will be reviewed, and does not include when someone is eligible for review.

In seeking to give effect to each of the above provisions of Articles 14 and 15 and from the parts to form a harmonious whole, we are inclined to concur with the Employer that the reference in Article 14 to Article 15 procedures is limited to establishing how a Lecturer will be reviewed for promotion once they are eligible for review after six years of full-time service. It does not incorporate the eligibility provision of Article 15 that the Employer must consider a faculty member for early promotion upon the faculty member's request. This conclusion is reinforced once we examine further provisions of Article 14 which state:

A decision not to offer another appointment to a lecturer shall not be grievable except as otherwise provided herein.

...

A decision not to promote a lecturer to the Senior Lecturer position, or not to reappoint a Senior Lecturer to an additional term, or a decision not to reappoint a lecturer with at least four years of service as a lecturer in the bargaining unit shall not be grievable except for:

- i. alleged procedural violations in the review process that materially and adversely affected the outcome of the case;
- ii. alleged violations of the Anti-Discrimination Article;
- iii. alleged violations of Academic Freedom Article;
- iv. allegations that the decision was arbitrary or capricious; and/or
- v. allegations that the decision was in violation of constitutional rights.

If we were to accept Grievants' contentions that the Employer is required to consider Lecturers for early promotion upon request by the lecturer, this would mean that lecturers with less than four years of service would have the right to grieve a failure to promote them to Senior Lecturer although they would not have the right to grieve the more consequential action of nonreappointment as a Lecturer. The Supreme Court has cautioned that we "must endeavor to avoid what is unequal, unreasonable and improbable, if this can be done consistently with the words of the contract." Gorruso, 150 Vt. at 143-44.

If the parties intended to grant such disparate rights to Lecturers, we believe it would have been explicitly discussed during negotiations. However, the Union and the Employer did not discuss the subject of early promotion of faculty during negotiations. We decline to support an interpretation of the Contract that would be "unequal, unreasonable and improbable" with respect to Lecturers when a different interpretation is consistent with the words of the Contract.

We recognize that our interpretation of the Contract means that non-tenure track Lecturers will not have the right of early consideration for promotion even though tenure track faculty have the opportunity for early promotion before meeting eligibility

standards. Nonetheless, tenure track faculty and non-tenure track faculty are not similarly situated. For instance, and fundamentally, the tenure track is an “up and out” system, whereas Lecturers have more of an open-ended relationship with the Employer. It is not surprising that the parties agreed on different provisions for them concerning promotional opportunities. Different provisions for dissimilar employees are not “unequal, unreasonable and improbable”.

In sum, we conclude that Articles 14 and 15 do not require that the Employer consider a Lecturer for early promotion to Senior Lecturer upon request of the Lecturer. The Employer must consider a Lecturer for promotion once the Lecturer has served six years of full-time service during the previous eight years. Broughton was well short of six years of full-time service during the previous eight years when she applied for promotion to Senior Lecturer. Thus, the Employer did not violate the Contract by not considering Broughton for early promotion to Senior Lecturer.

ORDER

Based on the foregoing findings of fact and for the foregoing reasons, it is ordered that the grievance of United Academics, AAUP-AFT, and Laurel Broughton is dismissed.

Dated this 15th day of December, 2004, at Montpelier, Vermont.

VERMONT LABOR RELATIONS BOARD

Richard W. Park, Chairperson

John J. Zampieri

Joan B. Wilson