

VERMONT LABOR RELATIONS BOARD

GRIEVANCE OF: BRANDON,)	
DICKER, RASMUSSEN, TALBOT,)	
CHAMBERS, MILLER, CORRAO, AND)	DOCKET NO. 80-35
AND THE VERMONT STATE COLLEGES)	
FACULTY FEDERATION, LOCAL)	
#3180, AFT, VFT, AFL-CIO)	

FINDINGS OF FACT, OPINION AND ORDER

Statement of Case

On April 23, 1980, the Vermont State Colleges Faculty Federation, Local #3180, AFT, VFT, AFL-CIO (the "Federation") filed a petition with the Vermont Labor Relations Board on behalf of several unit members. In that petition, the Federation alleged that the Vermont State Colleges (the Colleges) had violated the "Workload" provision, Article XXIX, of the collective bargaining agreement between the parties by assigning excessive workloads to certain faculty at Vermont Technical College ("VTC"), a member of the Vermont State Colleges system.

The Colleges filed an answer with the Board on May 13, 1980.

A hearing was held in the Board hearing room in Montpelier before Board members Kimberly B. Cheney, William G. Kemsley, Sr., and Robert H. Brown on August 28, 1980. Peter Dean Anthony, Federation grievance chairperson, represented the grievants. Attorney Nicholas DiGiovanni, Jr. represented the Colleges.

Memoranda and requested findings of fact were filed by the Federation and the Colleges on September 16 and September 22, 1980, respectively.

FINDINGS OF FACT

1. Carl Brandon, Gordon Dicker, Peter Rasmussen, David Talbot, Harry Miller, Robert Chambers, and Mark Corrao are all employed

as full time faculty in the VTC Science Department; as such, they are members of the faculty bargaining unit represented by the Federation and are subject to and governed by the current collective bargaining agreement between the Federation and the Colleges, Joint Exhibit #1.

2. Grievants Brandon, Dicker, Rasmussen, Talbot, Miller, and Corrao were all appointed as full time faculty at VTC prior to the 1979-1980 academic year, the academic year material to this grievance.

3. Robert Chambers was appointed to his position at the beginning of the 1979-80 academic year.

4. Mark Corrao was appointed department head of the VTC Science Department during the 1977-1978 academic year.

5. Article XXIX, "Workload", of the Agreement (Joint Exhibit #1, p. 37-38, and the comparable provision in Joint Exhibit #2, the 1976 Agreement) provides:

The Federation and the Colleges agree to strive towards a normal individual workload of 24 credit hours or its equivalent per year and to observe that norm in the appointment of new faculty. For the duration of this Agreement, however, faculty shall not be required to teach an excessive number of contact hours, assume an excessive student load, or be assigned an unreasonable schedule. In determining what is "excessive" or "unreasonable" under this paragraph, current practices in the Colleges shall be one of the important elements to be considered. The number of courses and number of different course preparations per faculty member shall remain at the normal and customary number for that department. In making assignments, due consideration shall be given to time devoted to co-curricular activities such as coaching, direction of student teaching and independent studies, advising student newspapers and clubs, directing dramatic or musical productions, and directing athletic programs. In addition, the faculty agree to post and maintain reasonable office hours, and to participate in the operations of their Faculty Assemblies and committees thereof as the Assemblies may require.

Department heads with five or more members in a department shall be assigned one less course per semester than the faculty average for that person's department, except that department heads with three or more members in a technical department shall be assigned one less course per semester than the faculty average for that person's department.

6. Vermont Technical College has various indicators to measure faculty workload. The principal objective indicators are "contract hours", "credit hours", and "faculty credit hours". Those terms can be defined and described as follows.

a. Contact hours: The actual number of hours a faculty member is assigned to be in a classroom or laboratory with students. Contact hours make no distinction as to whether the faculty member is lecturing or supervising a lab. Thus, a faculty member teaching a course with three hours of lecture and three hours of lab per week is carrying six contact hours.

b. Credit hours: The number of credits which, in the judgment of the faculty and administration, should be assessed for a particular course. This number is the measurement of a student's progression toward an academic degree and is utilized by faculty in assessing contractual workload.

Each course is given a number of credit hours and each is listed in the college handbook. (Emp. Ex. #1; see, for example, p. 39) Credit hours as defined in this way were also listed on every exhibit entered into evidence regarding the measurement of faculty workload. (See Emp. Exs. 4-8)

As a general rule, one credit is given for each hour of lecture per week. Thus a student taking a course that meets for three hours of lecture a week receives three credit hours toward his

degree. Likewise, the faculty member teaching the course is given three credit hours toward the annual contractual standard of 24.

Some courses carry laboratory sections as well as lectures. In these cases, although the lab may meet two or three hours a week, one credit hour is given for the lab work.

c. Faculty credit hours: A special term developed during the 1974-75 academic year as a data accumulation factor to be utilized at VTC "as a means of distributing costs among courses", part of the Colleges' Program Planning and Budgeting System (Emp. Ex. #2). In utilizing this concept the employer specifically advised the faculty that faculty credit hours were "not to be used to establish faculty loads". (Emp. Ex. #2)

7. The main distinction between credit hours and faculty credit hours is that the latter counts each lab hour as $2/3$ of a credit. Thus, where a three hour laboratory may only yield one credit hour, it will yield two faculty credit hours ($3 \times 2/3$). The purpose of this budgeting formula was to enable VTC, with a high proportion of technical and laboratory courses, to obtain its "fair share" of the Colleges' system allocations in view of the high material costs incurred by those courses. The term "faculty credit hours" was unique to VTC and is no longer utilized for any purpose, either by VTC or the Colleges' central office.

8. The only specific quantitative limitation in the workload provision of the Agreement (finding #5, infra) is 24 credit hours for "new" faculty. There are no comparable specific limitations in the Agreement on contact hours or student load (the total number of students enrolled in a faculty member's courses).

9. Federation witness Walter Grantor, Associate Professor of Mathematics at VTC for 14 years and a member of the Federation

contract negotiation teams for the 1976 and 1979 Agreements (Joint Exhibits 1 and 2), testified that, in his opinion, the intended meaning of the term "new faculty" in the workload provisions of both contracts is to refer to all faculty hired after September, 1976.

10. Winston Pierce, a faculty unit member for 11 years and director of the Division of Applied Science, VTC Science Department, testified for the Colleges that he has always interpreted "new faculty" to mean "faculty in their first year of appointment only".

11. The grievants claiming excessive workloads for the 1979-80 spring semester under the 24 credit hours standard all carried more than 24 faculty credit hours (F.C.H.). Their workloads expressed in credit hours (C.H.), however, were as follows:

<u>Grievant</u>	<u>F.C.H.</u>	<u>C.H.</u>
Rasmussen	25	18
Brandon	26	21
Dicker	28	20
Talbot	28	20
Chambers	26	18
Miller	30 2/3	28

12. Grievant Corrao, as department head in a "technical department", did not carry "one less course per semester than the faculty average" for his department, but did receive (with a 16 credit hour load) an approximate 25 percent reduction for his department in contact and credit hours. Corrao testified that this was appropriate because a one course reduction in his case would have been an unreasonable interpretation of the contract since Science Department faculty generally carried only one or two courses anyway. They may, however, carry more than one section of a course.

13. The contractual term "or its equivalent" in the workload provision (finding #5, infra) refers to certain courses at VTC for

which students receive no actual credit toward a degree. These are remedial courses such as preparatory English and introduction to mathematics. (See Emp. Ex. #1, p. 47). Nevertheless, the faculty member teaching such courses is required to expend an effort similar to that if credits were given. Thus, the faculty member is given an "equivalent" number of credits for carrying those classes in the manner set forth in the VTC course data survey (See Emp. Ex. #2, Griev. Ex. #1):

For non-credit courses, such as orientation and regular Pre-Tech courses, indicate an equivalent credit based primarily on the time required in a course.

14. One of the grievants, Gordon Dicker, testified that he did not believe the contract referred to "faculty credit hours", as contended by the Federation. In his opinion, while neither "faculty credit hour" nor "student credit hour" is a precise measurement of workload, the term "credit hour" as used in the agreement referred to the traditionally accepted "student" credit hour earned toward a degree.

15. Both Winston Pierce and Robert Wonka, two of the three major division directors responsible for assigning workload at VTC interpreted the contractual language "24 credit hours or its equivalent" not to mean faculty credit hours but to mean "student" credit hours as used in the handbook. (Emp. Ex. #1)

OPINION

This case involves two related grievances which were consolidated for the purpose of taking evidence and to give a speedy resolution to both disputes. Grievants Brandon, Dicker, Rasmussen, Talbot, Chambers and Miller allege violations of the Agreement (Article XXIX, finding #5, infra) by claiming workloads for the 1979-80 spring semester in

excess of the contractual 24 credit hour standard for new faculty.

Grievant Corrao, presenting the second grievance in this case, also claims an excessive workload for that period under the contract language in Article XXIX which provides a course load reduction for department heads in particular.

We cannot sustain either grievance, for the following reasons.

We consider first the grievance of Brandon, Dicker, Rasmussen, Talbot, Chambers and Miller. It is not disputed, and we find as a fact (finding #8, infra), that the Colleges are required to apply the 24 credit hour workload limit only "in the appointment of new faculty". At issue is the contractual meaning of "credit hour" and "new faculty".

We begin our inquiry with the meaning of "new faculty"; because, if we conclude any of the grievants are excluded from that status, we need not consider further their assigned workloads in light of the 24 credit hour rule.

The Federation contends the Colleges' agreement in the 1976 and 1979 contracts (Joint Exhibits 2 and 1) to observe the 24 credit hour workload norm in the appointment of new faculty requires the Colleges to apply in perpetuity that standard to all faculty appointed since the effective date of the 1976 contract. The Federation claims the fact that the language of the 1976 workload provision was included without change in the comparable provision of the successor Agreement (Joint Exhibit #1) compels this interpretation over any other. We disagree.

In re Grievance of the Vermont State Employee's Association Inc., on behalf of certain "Phase Down" Employees, ___ Vt ___, Supreme Court Docket #107-79, September 11, 1980, we understand prohibits this Board from either creating or terminating contractual benefits by

strained construction. The simple, ordinary meaning shall be attributed to each word in the contract unless some other intention is clearly expressed. We decline to infer from the presence of identical language in the 1979 Agreement, an implicit intent to preserve the benefit of a limited workload to all faculty appointed since the effective date of the prior Agreement. Each contract must be considered separately, applying its terms only for the duration of that Agreement. We see no authority in the Federation's argument to "grandfather" into the 1979 Agreement a benefit not clearly expressed. For these reasons, we find the parties intended that the term "new faculty" in the contract apply to newly appointed or first year faculty only.

So decided, the only grievant eligible to claim a violation of the 24 credit hour rule under Article XXIX is Robert Chambers, appointed in September, 1979. For the 1979-80 spring semester, Mr. Chambers carried a faculty workload of 26 "faculty" credit hours, equivalent to 18 credit hours. (See findings 6(a), 6(b), 7 and 11, infra).

We find as fact that the term "faculty credit hours" and the formula for computing them was specially developed during the 1974-75 academic year as part of the Colleges system wide program planning and budgeting procedure. Its use served to ensure a fair share allocation of the total system's resources to VTC, a college with material costs related to its programs far in excess of the the liberal arts colleges throughout the system. Its application did not, by the express terms of the memorandum which implemented it, nor does it now, extend to the determination and assignment of faculty workloads in compliance with the Agreement, which covers faculty at all of the Colleges.

The 24 credit hour standard in the current Agreement, which is all we are required to consider, refers to the credit hours received per course by students towards an academic degree, or; as in the case of "pre-tech" courses where students do not receive any credits, an amount of credit hours (for workload purposes) commensurate to the faculty effort required had that course carried student credit hours. Based on this analysis, the grievance of Mr. Chambers must be dismissed without merit as he carried only 18 credit hours.

We dismiss Mr. Corrao's grievance as well, satisfied that the Colleges met its contractual obligation to reduce his workload in deference to his department head status by an amount equivalent in his department to one less course per semester. Our reasoning is as follows:

If the workload norm sought throughout the Colleges is 24 credit hours per faculty per academic year, we can assume the average single semester load would then be 12 credit hours: typically 4 courses of 3 credit hours each. To reduce a department head's workload by one course, typically, would be to reduce it by 1/4, resulting in a reduction of 12 to 9 credit hours. While grievant Corrao did not assume responsibilities for one less course, he did receive an approximate 1/4 reduction in contact hours and student load, perhaps better indicators of actual workload in the VTC Science Department than the number of courses carried, which evidence indicated is comparatively low, system wide. The assessment of faculty workloads in view of numerous factors is as testimony revealed, difficult, complex and imprecise. We conclude it must occur in good faith on a case by case basis at each college, within each department, mindful of the "norms" and special features of each situation.

ORDER

Now, therefore, based on these findings of fact and for all the foregoing reasons, it is hereby ORDERED that the grievance of BRANDON, DICKER, RASMUSSEN, TALBOT, CHAMBERS, MILLER, CORRAO and the VERMONT STATE COLLEGES FACULTY FEDERATION is DISMISSED.

Dated this 12th day of October, 1980, at Montpelier, Vermont.

VERMONT LABOR RELATIONS BOARD

Kimberly B. Cheney
Kimberly B. Cheney, Chairman

William G. Kemsley, Sr.
William G. Kemsley, Sr.

Robert H. Brown
Robert H. Brown

*Appealed to SC
Appeal Dismissed
Pursuant to stip
7/16/81*