

VERMONT LABOR RELATIONS BOARD

GRIEVANCE OF:)	
KAREN SAUDEK)	DOCKET NO. 79-56S
)	
and)	and
)	
HOWARD FISHER)	DOCKET NO. 79-55S

FINDINGS OF FACT, OPINION AND ORDER

Statement of the Case

On August 3, 1979, Karen Saudek and Howard Fisher, former employees of the Community College of Vermont, (hereinafter "CCV") filed grievances with the Vermont Labor Relations Board (hereinafter "Board") claiming CCV had "laid off" the Grievants for a period of approximately six weeks in violation of each Grievant's employment contract with CCV. An answer and affirmative defense in response to both appeals was filed with the Board on August 14, 1979.

A hearing was held before Board members Kimberly B. Cheney, William G. Kemsley, Sr., and Robert H. Brown on November 1, 1979, at which time the cases were consolidated for the purpose of taking evidence. Mrs. Saudek and Mr. Fisher were represented by Attorney Martin K. Miller. Attorney Gary H. Barnes represented CCV.

Requests for findings of fact and memoranda were filed by the Grievants and CCV on November 16, 1979, and November 19, 1979, respectively.

FINDINGS OF FACT

1. CCV is part of the Vermont State Colleges system (hereinafter "VSC") an "employer" pursuant to 3 V.S.A. §902(7).

2. Mrs. Saudek was first employed by CCV in January, 1977, as a three-fifth time Coordinator of Instruction at the CCV Central Vermont site.

3. Mr. Fisher was first employed by CCV on June 1, 1977, as a full-time Coordinator of Instruction at the CCV Central Vermont site.

4. On or about July 1, 1977, Mrs. Saudek was reappointed for the CCV fiscal year July 1, 1977, through June 30, 1978, as a three-fifth time Coordinator of Instruction.

5. On June 28, 1978, Mr. Fisher was reappointed as full-time Coordinator of Instruction for the CCV fiscal year, July 1, 1978, through June 30, 1979. (See HF Exhibit #1)

6. On June 28, 1978, Mrs. Saudek was reappointed a three-fifth time Coordinator of Instruction for the CCV fiscal year July 1, 1978, through June 30, 1979. (See KS Exhibit #1)

7. In August, 1978, Mrs. Saudek's position was changed from part-time to full-time.

8. On January 18, 1979, Mrs. Saudek was appointed to the position of Acting Director of the CCV Central Vermont Region. Her appointment letter (Exhibit VSC #1) provided that the appointment was for a term beginning January 15, 1979, and lasting "until further notice." While serving in this capacity, Mrs. Saudek also continued her duties as Coordinator of Instruction. No one replaced Mrs. Saudek as Coordinator of Instruction when she assumed the position as Acting Director.

9. CCV is organized with a main administrative office, located in Montpelier, Vermont, and four regional offices throughout the State. At

all times pertinent, Mrs. Saudek and Mr. Fisher were employed at the Central Vermont Regional Office, located in Montpelier, Vermont.

10. At all times pertinent, Mr. Fisher and Mrs. Saudek were employed under the terms of their appointment letters and the CCV and VSC handbooks, and were exempt from state classified service.

11. The duties of Coordinator of Instruction involve determining student needs for courses, developing courses, and arranging for instruction of those courses. Coordinators of Instruction are employed in the regional offices, and work under the supervision of a Regional Site Director.

12. A Regional Site Director is responsible for the overall management of a regional office; including responsibility for supervising Coordinators of Instruction, Academic Advisors, Registrars, and office clerical staff. Regional Directors are responsible for the implementation of management policies and budgets, and are responsible for the development of budget proposals for their regions.

13. Beginning in early April, 1979, CCV faced a grave financial crisis. In the General Assembly, it was proposed that all funding for CCV be eliminated. Ultimately, some funding was restored, but CCV lost approximately \$200,000 of anticipated revenues, out of a budget in which approximately \$700,000 of revenues had been anticipated.

14. As a consequence of that budget cut, certain personnel were given notice in April of 1979 that their employment would be terminated and were terminated at the expiration of the three-month notice period provided in the VSC Administration Handbook. (KS Exhibit #2)

15. As a further response to the 1979 budget crisis, CCV held a series of management meetings to restructure its operations. On May 31 through June 1, 1979, a "management team" meeting was held during which each position

at CCV was scrutinized to determine how CCV could be restructured to reduce the costs of operation. As part of this process, it was determined that certain positions could be eliminated and that others need not be performed on a year-round basis. Specifically, it was determined that Coordinators of Instruction, Academic Advisors, and Registrars could perform their duties on a ten-month basis. Mrs. Saudek, as Acting Regional Director of the Central Vermont Region, participated in these management team meetings concerning the restructuring of CCV. It was Mrs. Saudek's impression and understanding as the result of the May 31 - June 1 meeting that there would be no interruptions in pay at CCV even if ten-month rather than twelve-month contracts were offered to some employees.

16. Another series of meetings concerning the restructuring of CCV was held on June 15, 1979. At that time, it was determined that Coordinators of Instruction, Academic Advisors, and Registrars would be employed under a ten-month appointment, extending from August 15, 1979 through June 15, 1980. Myrna Miller, Dean of CCV, and Roger Murphy, Chief Financial Officer of Vermont State Colleges, stated that the job of Coordinator of Instruction was reduced to ten months for several reasons, including among them the lack of work for that position on a year-round basis. It was also determined that most employee fringe benefits would continue for these individuals during the summer months when employment duties were not required to be performed. At the June 15 meetings, those attending (including Mrs. Saudek) were advised that people being offered those contracts would be ineligible for unemployment compensation. The information regarding unemployment compensation was furnished by Mr. Hurley who obtained it from the Department of Employment Security prior to that date. She further learned that people being offered ten-month contracts would be compelled

to use accrued vacation time between July 1, 1979, (or their date of termination were it later), and August 15, 1979 when they would resume employment at CCV.

17. At the June meetings, CCV officials determined that further personnel cuts would be required, in addition to the layoffs previously announced in April. Each Regional Director, including Mrs. Saudek, was asked for recommendations for personnel cuts within their regional offices.

18. CCV officials decided that more personnel cuts, in addition to those layoffs announced in April, would be necessary. And, in June, 1979, CCV gave notice to several Coordinators of Instruction of their pending termination of employment.

19. In early June of 1979, the selection process for a new full-time Director of the Central Vermont Region was completed. Mrs. Saudek, a candidate for the position, continued to serve in her dual capacity as Acting Director and Coordinator of Instruction until July 6, 1979, at which time Ms. Nancy Severance was appointed Regional Director for the CCV fiscal year beginning July 1, 1979.

20. Letters dated June 20, 1979, (KS Exhibit #3 and HF Exhibit #2) were mailed to both Mrs. Saudek and Mr. Fisher from CCV offering to reappoint both Grievants as full-time Coordinators of Instruction for the period beginning August 15, 1979, through June 15, 1980, a ten-month period. The letters indicated under "compensation" that the positions would be subject to the "administrative benefit package" provided in the VSC Handbook (KS Exhibit #12), with the exception of vacation benefits.

21. Shortly after CCV mailed the Grievants their June 20 letters of reappointment, CCV also sent them a memorandum dated June 22, 1979, (KS Exhibit #4, HF Exhibit #3) explaining more fully the terms of the June 20

offer of reappointment. The memorandum indicated that the Grievants would not be paid after the expiration of their 1978-79 appointments until the new appointment letter duties began on August 15, 1979. The memorandum also provided that the base pay for the new ten-month appointment was computed as if for eleven months' work.

22. The ten-month appointment letters both provided that the offer of appointment remained open until July 5, 1979. Both Mrs. Saudek and Mr. Fisher signed and returned the appointment letters on or before July 5. As with their prior appointments, the Grievants' 1979 employment contracts included the terms and conditions of employment set forth in the VSC and CCV handbooks, unless specifically excluded by the appointment letter.

23. Mrs. Saudek was out of town until the end of June, 1979, and upon her return had less than one week to decide whether to accept her appointment.

24. Mrs. Saudek did accept her appointment as required by the terms of the offer because it was the only alternative she believed she had in order to continue employment at CCV.

25. Between July 6, 1979 and August 15, 1979, when Mrs. Saudek resumed employment as a Coordinator of Instruction under her ten-month contract, twenty-eight working days elapsed. She received ten days' vacation pay, representing vacation time accumulated through July 6, 1979.

26. Mr. Fisher worked for CCV through June 30, 1979, the expiration of his 1978-1979 appointment. Between July 1 and August 15, 1979, Mr. Fisher worked occasionally, and received, after August 15, compensatory time off for the time spent working between July 1 and August 15. There were thirty-one working days during this period, counting each weekday except Independence Day, July 4 (See Exhibit KS-2, page 20). Mr. Fisher

received thirty-one days' vacation pay, representing vacation time accumulated through June 30, 1979.

27. Prior to the summer of 1979, the Grievants had always taken their vacation when they elected to, after prior consultation with their supervisors at CCV. Neither Grievant was aware of any employee who was denied the opportunity to take a vacation from CCV at the time that employee wished to take his vacation as opposed to the time when CCV wanted the employee to take his vacation.

28. Both Grievants had planned to work at CCV as Coordinators of Instruction during the summer of 1979.

29. Prior employment contracts held by the Grievants with CCV were for a full year beginning July 1 and ending the following June 30, the same fiscal year on which the State of Vermont operates.

30. Both Mrs. Saudek and Mr. Fisher filed written grievances with CCV, alleging discriminatory treatment as a result of CCV's inadequate notice of their layoff status for the period between their 1978 and 1979 appointments. Those grievances also complained of the CCV decision forcing them to utilize their vacation leave for that period.

31. Both grievances were denied by CCV, resulting in the appeals before us here.

32. In this grievance, Mrs. Saudek and Mr. Fisher seek payment equivalent to three months' pay, contending that they were laid off between the completion of their service under the 1978-1979 appointment letters and the beginning of service under the 1979-1980 appointment letters.

33. When the Grievants completed their service under their 1978-1979 appointment letters on July 6, 1979, and June 30, 1979, respectively, they knew that they had jobs waiting for them on August 15, 1979. Also,

they continued to be covered by most employee fringe benefit programs provided under the Administrative Handbook.

34. All Coordinators of Instruction who remained employed by CCV for the 1979-1980 academic year were employed for a ten-month period, effective August 15, 1979, through June 15, 1980.

35. Neither Dean Miller nor Mr. Roger Murphy, nor any other witness was aware of any CCV employee who had involuntarily left the "active service" of CCV, yet had not severed his employment relationship with CCV.

36. CCV paid the Grievants their accrued vacation pay in a lump sum in early July, 1979.

37. At the time the Grievants signed their contracts for the year beginning August 15, 1979, no explanation was given to them apart from those set forth in HF-2 and 3 and KS-3 and 4. No suggestion or statement was ever made to the Grievants that they might be waiving any rights they might have in the Administrative Handbook or elsewhere.

OPINION

I Jurisdiction

Mrs. Saudek's grievance presents a jurisdictional issue we must resolve before considering the merits of the appeal. Was Mrs. Saudek an "employee" entitled to file a grievance appeal before this Board under 3 V.S.A. §926?

The colleges assert Mrs. Saudek is not eligible to file a grievance, because she is not an "employee" given the right to appeal to the Board. She is excluded, the employer argues, because she is either a "managerial" employee excluded pursuant to 3 V.S.A. §902(5)(F) or a "division director" excluded under 3 V.S.A. §902(5)(D). The pertinent provisions of 3 V.S.A. §902(5) provide:

"State employee" means any individual employed...
by Vermont state colleges,... but excluding an individual...
(emphasis added)

(D) Employed as a department or agency head..., head of an institution or as a division director in the department of administration, and similar positions in Vermont state colleges,

(F) Employed as a managerial employee.

A managerial employee is further defined in 3 V.S.A. §902(18) as;

an individual finally determined by the board as being in an exempt or classified position which requires him to function as an agency, department, or institution head, a major program or division director, a major section chief or director of a district operation.

We first examine Mrs. Saudek's status under 5(D). In the employer's analysis, the Chancellor of the state colleges is a position analogous to the "department or agency head". Each president (or in the case of CCV which has no president but a dean) then becomes a "head of an institution"; and, with the division of CCV into four regional sites, each governed by a director, that site director becomes the equivalent of a "division director in the Department of Administration" thereby excluding Mrs. Saudek

in her capacity as Acting Site Director from "state employee" status. (We cannot agree with Grievant that her right should be determined as though she held two jobs - Coordinator and Site Director. We must resolve this issue based on the position she held and was paid for. The employer does not contend Mr. Fisher is managerial so we deal here only with Mrs. Saudek.) We must decide, then, whether a position of "Site Director" is "a similar position" as a division director in the department of administration. 3 V.S.A. §2202 establishes those divisions. There is no evidence before us comparing the duties of the Commissioner of Budget and Management, for example, with those of a Site Director for CCV. We note, however, that employment of the Commissioner requires not only gubernatorial approval but consent of the Senate as well. 3 V.S.A. §2251. We think the Legislature intended to exclude in §902(5)(D), only those jobs of comparable influence, and that the person occupying the position of Site Director is not, therefore, a person excluded from the definition of state employee.

Nor do we believe Mrs. Saudek fits the definition of managerial employee within the meaning of §902(5)(F). As pointed out above, that term is defined in 3 V.S.A. §902(18). In order for this Board to "finally determine" who falls in that class the Commissioner of Personnel must first make the designation. See 3 V.S.A. §906. Only if there is a dispute can the Board "finally resolve" the employee's status. We do not believe the Legislature intended employee rights were to be determined on a piece-meal fashion, but rather as part of the overall review of a proper collective bargaining unit. See e.g. In re: Personnel Designations of Managerial, Confidential and Supervisory Employees 2 VLRB 129 (1979). In any event there is no evidence that Mrs. Saudek was designated as managerial by the Commissioner of Personnel, or "finally determined" by us to be so in an appropriate proceeding.

For these reasons we conclude we have jurisdiction of Mrs. Saudek's grievance, and that she is an "employee" or "state employee" entitled to seek relief here. For these same reasons we conclude that whether or not Mrs. Saudek participated in managerial type decisions is irrelevant.

II Grievability

Even if Mrs. Saudek and Mr. Fisher have standing as a "state employee" under 3 V.S.A. §902(5) and §926 to appeal grievances before this Board, the college maintains the matter is not a "grievance" and should be dismissed. The State Employees Labor Relations Act defines a grievance as:

An employee's, group of employees', or the employee's collective bargaining representative's expressed dissatisfaction, presented in writing, with aspects of employment or working conditions under collective bargaining agreements or the discriminatory application of a rule or regulation, which has not been resolved to a satisfactory result through informal discussion with immediate supervisors.
[3 V.S.A. §902(14)]

There is no collective bargaining agreement. Therefore, CCV maintains the test of whether this dispute is a "grievance" must be whether there has been a discriminatory application of a rule or regulation. On this point, the parties agree, and we concur as well. However, CCV then argues that no discriminatory application of a rule or regulation was effected by the period of "inactive" service complained of here.

Citing Nzomo v. Vermont State Colleges 136 Vt. 97 (1978), as controlling, CCV contends no unequal treatment of similarly situated individuals occurred in this case and therefore no discrimination occurred. Every Coordinator of Instruction who was retained by CCV was given a ten-month appointment in the same manner as Mr. Fisher. We previously have rejected the notion that if all individuals in the same circumstances are equally

deprived of a benefit by an employer they are not discriminated against. See Grievance of Joyceanne Roll v. Vermont State Colleges 2 VLRB 228, 232 (1979). Moreover, this grievance raises a claim that discrimination occurred as between the Grievants and those given proper notice. For these reasons, we conclude the complaint here states a grievable condition.

III Merits

Our task now is to treat the merits of this case: Did CCV fail to apply the rule governing layoff in a non-discriminatory manner, as provided by Part III E of the VSC Administrative Handbook (KS Exhibit #2 at 5-6)? That section states in pertinent part:

E. Termination

This is defined as the severance of the employment relationship between the College and the Employee, whether voluntary or involuntary...

3. Layoff - administrators with less than five years experience who are laid off for lack of work, or dissolution of job or program, shall be notified in writing at least three months in advance or be given three months' pay in lieu of notice. Administrators with more than five years' service shall receive six months' (notice) or pay in lieu of notice. When layoffs occur as described above, first consideration will be given to laid-off personnel for any new job openings which may occur within two years for which they are qualified. When permanent personnel are laid off as described above, they will be given first consideration for any new job opening (for which they are qualified) which may occur within two years.

The essence of CCV's argument is that there was no "severance of the employment relationship" between CCV and the Grievants and therefore they were not entitled to benefits of the layoff provision. In supporting this position, CCV maintains the issuing of an appointment letter before the expiration of the 1978-1979 appointment, setting forth the new terms and conditions of employment to become effective August 15, 1979, provided for a continuing employment relationship. Also cited as indicative of uninterrupted

employment with CCV were letters to Mr. Fisher concerning developments occurring within the college during the interim between contracts and continued coverage of some fringe benefits. In short, CCV contends the treatment (as described above) of Mr. Fisher, Mrs. Saudek, and all other Coordinators of Instruction retained by CCV, differed significantly from those employees who were laid off with three months notice in April and June of 1979. A "true" severance of the employment relationship resulted from those terminations only.

We disagree, and conclude both that the differential treatment of the class of employees given ten-month contracts effective August 15, 1979, and those given three months notice in either April or June, and the failure to apply the layoff rule to Grievants is a discriminatory application of the layoff rule. In our view, the definition of termination in the VSC Handbook as a "severance of the employment relationship" does not, as CCV suggests, preclude the interpretation of the term "layoff" as it is commonly understood as less than a permanent separation. When construing contractual language, it shall be given its ordinary meaning, which in this instance is the "ordinary" meaning peculiar to public sector labor relations defined as:

(T)emporary, and sometimes indefinite, separation from work, due usually to shortage of materials, product demand, or other factors over which the worker has no control. The worker retains his status as an employee, unlike in discharge or firing, when the worker is permanently separated from his job. Government Employee Relations Report, Reference File Glossary 91:16

This construction is not inconsistent with the Handbook language which allows for the rehiring of laid off personnel for a two year period.

The requirements of layoff status are met in both Grievants cases. Except for approximately eight hours for which Mr. Fisher was given

compensatory time after August 15, 1979, he was off the CCV payroll from July 1, 1979 through August 14, 1979, for lack of work. Similarly, Mrs. Saudek was off payroll from July 6 to August 15. The fact that each had a new contract does not seem determinative of their status during the period in question. Both were "laid off" within the colloquial meaning of the term, and we believe within the meaning of the Handbook.

Grievants were entitled to the same protection from the personal hardship associated with the involuntary termination, however temporary, of employment as was afforded those individuals previously laid off by CCV in April and June. The advance notice given other employees affected by the CCV reorganization and personnel cutbacks, would have provided Grievants with time either to seek employment elsewhere while being paid, or thoughtfully considering the acceptance of a future contract with CCV under significantly less favorable terms and conditions. As it was, they were given little more than one week to accept the terms of a new less favorable contract, a period of time which realistically precluded any alternative but certain unemployment for an indefinite period of time.

IV Remedy

Our task now is to fashion an appropriate remedy. In so doing, we hold here as in previous decisions, that the Board's authority in this regard is analogous to that of an arbitrator. See Grievance of James Harrison 2 VLRB 171, 183, and Grievance of Richard Harrison 2 VLRB 304, 324. Viewed as such, we are afforded a certain amount of flexibility in ordering a remedy that will make Grievants whole for any damages sustained as a result of CCV's discriminatory action.

Since Grievants were offered an appointment effective sooner than 90 days after their June 30, 1979 separation, we concur with the employer in finding an award of three months pay in lieu of notice would result in compensation far in excess of what they would have earned had they been continuously employed. Thus, we too conclude a full three month backpay award under these facts would constitute a "windfall" benefit to an employee inconsistent with our duties as arbitrators and the VSC Handbook layoff provision. However, we do feel it proper to permit Grievants to recover backpay for the duration of the layoff found infra at paragraphs 25 & 26. Further we think it is wrong to require Grievants to exhaust earned vacation leave before awarding backpay. Involuntary use of vacation time is contrary to CCV past practice on record and an apparent misuse of the college's allowable discretion in approving the scheduling of employee vacations, where,

normally vacations can be taken at the employee's convenience, subject to advance approval by his/her immediate supervisor who shall consider the availability of personnel to cover essential college operations.
(KS Exhibit #2 at 18)

The authority vested in CCV in this regard does not, in our opinion, permit the college to circumvent the rules governing major employee rights as set forth in the VSC Administrative Handbook. Grievants had a vested right to vacation pay which could be accumulated up to 40 days. Forcing them to use this pay is not contemplated in the Handbook.

Similarly, we find that Mr. Fisher is entitled to be compensated for July 4, 1979, as a paid holiday; for, had he been given adequate notice of his pending layoff, this holiday would have fallen within the period of time prescribed as required for notice of layoff.

We believe, however, that under Mrs. Saudek's circumstances, she should be compensated at the rate paid Coordinators of Instruction. It was this position she sought to base her rights on, not that of Site Director.

ORDER

For all the foregoing reasons, it is hereby ORDERED that:

1. The grievances of Howard Fisher and Karen Saudek be ALLOWED; and that,
2. Mr. Howard Fisher receive backpay in lieu of notice for all normal workdays during the period of layoff beginning July 1, 1979, and ending August 14, 1979, inclusive, and July 4, 1979, at the rate effective at the time of his June 30, 1979 layoff.
3. Mrs. Karen Saudek receive backpay in lieu of notice for all normal workdays during the period of layoff beginning July 6, 1979, and ending August 14, 1979, at the rate effective for Coordinator of Instruction.

Dated this 10th day of January, 1980, at Montpelier, Vermont.

VERMONT LABOR RELATIONS BOARD

Kimberly B. Cheney
Kimberly B. Cheney, Chairman

William G. Kemsley, Jr.
William G. Kemsley, Jr.

Robert H. Brown
Robert H. Brown

*Sup. Ct. recommended
to hold for purpose of
maintaining a vacation
to vacate decision
7/25/80*

7/25/80

Appeal dismissed by Stip

10/31/80

*VLRB vacated its order
and dismissed case
8/22/80*

VERMONT LABOR RELATIONS BOARD

GRIEVANCE OF:)	
)	
KAREN SAUDEK)	DOCKET NO. 79-56S
and)	
HOWARD FISHER)	DOCKET NO. 79-55S

ORDER

On January 23, 1980, the Employer, Community College of Vermont, filed a motion to amend the Findings of Fact, Opinion and Order of the Grievance of Karen Saudek and Howard Fisher 3 VLRB 6 (1980), issued by this Board on January 10, 1980. On March 3, 1980, the Grievants filed a reply and a "Motion to conform evidence to the pleadings."

In its motion, the Employer urges us to amend the Findings to reflect that Grievants raised no objection to the payment of their accumulated vacation leave during the hiatus between the 1978-1979 and 1979-1980 contracts. On these facts, the Employer suggests the Board should order Grievants be reimbursed for the number of days lost without pay, less accumulated leave paid to them upon separation.

We deny the Employer's motion to amend the Grievance of Karen Saudek and Howard Fisher, supra, as ordered, for to do so would fail to provide Grievants with an equitable remedy. Had they been given notice of layoff in accordance with the provisions of the Vermont State Colleges Staff Handbook, Grievants would have been afforded the opportunity to separate from Community College of Vermont with not only a lump sum payment of their accumulated vacation leave, but also sufficient notice to seek new employment.

In our opinion, while the scheduling of employee vacations is ultimately at the discretion of the Employer, the remedy ordered in this instance is the only available means to make Grievants whole for their abrupt loss of employment, however temporary.

We have also reconsidered our analysis of the applicability and interpretation 3 V.S.A. §902(5)(F); 3 V.S.A. §902(18) and 3 V.S.A. §906 in light of 16 V.S.A. §2179(2). There is no obvious legislative intent to extend this aspect of managerial designations to the State Colleges, nor are we persuaded to reverse our earlier opinion. Whatever else is true, it appears Ms. Saudek was not managerial under 3 V.S.A. §902(5)(D), and it is that statute we deem controlling here.

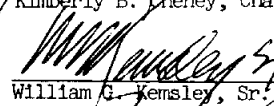
Grievants motion to amend its pleadings is denied as unnecessary. The variance here, if any, was not prejudicial. VLRB Rules §11.18

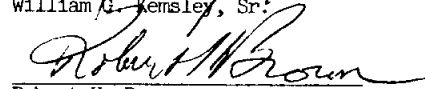
For the foregoing reasons, Respondents request to amend Findings of Fact, Opinion and Order is hereby DENIED. Grievants motion to amend pleadings is hereby DENIED.

Dated this 7th day of March, 1980, at Montpelier, Vermont.

VERMONT LABOR RELATIONS BOARD


Kimberly B. Cheney, Chairman


William G. Kemsley, Sr.


Robert H. Brown

VERMONT LABOR RELATIONS BOARD

IN RE:

GRIEVANCES OF
KAREN SAUDEK and
HOWARD FISHER

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DOCKET NO. 79-56S
DOCKET NO. 79-55S

ORDER

This matter came before the Board on Remand from the Supreme Court
and pursuant to a stipulation of the parties, it is hereby ORDERED:

By settlement agreement of the parties, the decision
and order of the Labor Relations Board dated 10
January 1980 is hereby vacated and withdrawn and this
cause is dismissed as settled.

Dated this 22nd day of August, 1980.

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

*Appeal Dismissed
by Stip 11/6/80*