

VERMONT LABOR RELATIONS BOARD

IN RE: GRIEVANCE OF BRUCE A. BURTON)
AND THE VERMONT STATE COLLEGES FACULTY)
FEDERATION AFT LOCAL 3180, AFL-CIO)
)
v.) DOCKET NO. 78-63S
)
VERMONT STATE COLLEGES)

FINDINGS OF FACT, OPINION AND ORDER

Statement of the Case

This matter is a grievance brought by the Vermont State Colleges Faculty Federation, AFT Local 3180, AFL-CIO, hereinafter referred to as the Federation, on behalf of one of its members, Bruce A. Burton. Grievant's petition in this matter alleges that his employer, Castleton State College, one of the Vermont State Colleges, violated the current collective bargaining agreement between the Federation and the Vermont State Colleges, hereinafter referred to as the VSC, by denying the grievant certain salary increases and fringe benefits while he was on an unpaid leave of absence.

The grievance of Bruce Burton and the Federation was filed with the Board on April 1, 1978, and amended at the hearing on July 13, 1978. The employer, VSC, filed its answer on April 28, 1978. The matter came for a hearing before the Board on July 13, 1978. The grievant was represented at the hearing by Stephen T. Butterfield, Grievance Chairperson for the Federation. The employer was represented by Peter R. Hicks, Esquire. Requests for Findings and Briefs were ordered to be submitted no later than July 27, 1978. The grievant filed Requests and a Brief on July 25, 1978, and the employer filed Requests and a Brief on July 27, 1978.

FINDINGS OF FACT

1. The grievant is a tenured Associate Professor of English at Castleton State College. He has been a member of the faculty there for eight years.

2. In March, 1977 pursuant to grievant's request, he was granted by his employer an advanced study leave for the Fall Semester of 1977 and was awarded a Faculty Fund Development grant of \$6,300 in order to research and write a book during his leave. (Employer's Exhibit #8)

3. Grievant accepted the grant and took a leave of absence from the college during the Fall Semester of 1977. He subsequently returned to the college and resumed his normal duties when the Spring Semester commenced in 1978.

4. Because of his leave of absence for one semester during the academic year of 1977/1978, grievant was paid only half of his annual salary by his employer. The amount of his annual salary was computed by adding to his old 1976/1977 salary, the following increases pursuant to the provisions of Article XLI Section 4 of the bargaining agreement: (1) a \$675.00 cost of living increase; (2) a \$376.00 Federation equity increase; and (3) a \$350.00 Administration Merit increase. The figure arrived at by the college was \$13,086.06, of which grievant was paid one-half. (joint Exhibit #2)

5. Grievant was compensated 100% in insurance benefits during his leave, however no payments were made with respect to retirement benefits for the Fall 1977 semester. Grievant therefore received only 50% of his annual retirement benefits for the academic year 1977/1978.

6. The parties agree that grievant's advanced study leave was an "unpaid leave of absence" within the meaning of Articles XIV and XV of the collective bargaining agreement.

OPINION

The issue in this matter, as set forth by both parties, is as follows: Was grievant's compensation for the 1977/1978 academic year computed correctly pursuant to the collective bargaining agreement between the Federation and the VSC?

There is no dispute between parties as to the fact that grievant was entitled to only one-half of his annual salary for the 1977/1978 academic year because of his unpaid leave of absence during the Fall Semester of 1977. The dispute lies in the manner in which his annual salary was calculated.

Article XLI, Section 4 of the agreement states that:

"Effective September 1, 1977, faculty salaries shall be increased as follows:

- A. Each faculty member's salary shall be increased by \$675; and
- B. Increases in total salaries in the amount of \$86,848 shall be distributed in accordance with plans developed by the Federation for the purpose of correcting salary inequities;
- C. Increases in total salaries in the amount of \$43,424 shall be distributed by the Vermont State Colleges in recognition of merit and promotion in rank."

The figure of \$675.00 referred to in Subsection A refers to a cost of living increase which was determined through the collective bargaining process. Out of the total Federation equity sum referred to in Subsection B, grievant was allotted \$376.00 by the Federation. Out of the total Administration Merit sum referred to in Subsection C, grievant was awarded \$350.00

for his promotion to Associate Professor.

The college, in computing grievant's annual salary, added the increases for the cost of living, equity and merit to his old 1976/1977 salary and then paid grievant half of the resulting total. The Federation argues that under the terms of the agreement, grievant was entitled to 100% of the increases added to one-half of his old 1976/1977 salary. The question is whether or not the increases referred to in Section 4 of Article XLI are integral parts of a faculty member's annual salary for a full academic year of work; or separate entities to be added in full to the salary of a faculty member whether or not the faculty member is being paid for a full year of work or any portion thereof.

The first line of Article XLI, Section 4 reads in part "faculty salaries shall be increased . . ." While there is no specific definition for the word "salary" in the agreement, it is clear that "salaries" as it is used here refers to the annual salary which a faculty member received for the previous academic year in 1976/1977. That figure includes the increases for cost of living, equity and merit which were awarded in 1976 under Section 3 of Article XLI of the agreement.

Increases for cost of living, equity and merit, as provided for in both Section 3 and Section 4 of Article XLI, are carried over from year to year as integral parts of a faculty member's salary, and the college therefore was correct when it included them in an annual salary figure for the grievant prior to cutting that figure in half.

As to grievant's request for 100% of his retirement benefits, for 1977/78, there is no provision in the agreement for the

payment of retirement benefits during an unpaid leave of absence. Under the provisions of Article XV relating to Continuation of Fringe Benefits, group insurance premiums are the only fringe benefit which the employer specifically agrees to pay during a leave of absence. While Article XV does state that "upon his return (from an unpaid leave of absence the faculty member shall be entitled to compensation based on negotiated wage and fringe benefits which took effect during his leave", this provision only entitles a faculty member to that portion of negotiated wage and fringe benefits which are commensurate with the portion of the academic year during which he actually works and receives a salary. It does not entitle him to increases and fringe benefits other than insurance premiums, for the portion of the year when he received no salary because he was on unpaid leave.

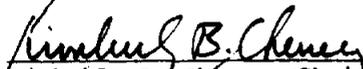
For the above stated reasons, it is the opinion of this Board that grievant's salary and fringe benefits were properly computed by the college for the year 1977/1978.

We find it unnecessary to consider in greater detail other points raised by the grievant but have considered them and find them without merit.

ORDER

The grievance of Bruce A. Burton is hereby ORDERED dismissed and it is DISMISSED.

Dated this 7th day of September 1978 at Montpelier, Vermont.

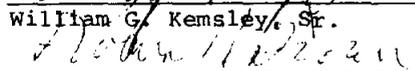


Kimberly B. Cheney, Chairman



William G. Kemsley, Sr.

278



Robert H. Brown