

VERMONT LABOR RELATIONS BOARD

IN RE: )  
(GRIEVANCE OF THE VERMONT STATE)  
COLLEGES FACULTY FEDERATION, )  
AFT LOCAL 3180, AFL-CIO )  
                    Petitioner )  
                    ) )  
                    v. )  
                    ) )  
VERMONT STATE COLLEGES, )  
                    Employer )

Docket No. 78-79S

FINDINGS OF FACT, OPINION AND ORDER

Statement of the Case

This matter is a grievance brought by Vermont State Colleges Faculty Federation, AFT LOCAL 3180, AFL-CIO, hereinafter referred to as the "Federation", alleging that the Vermont State Colleges, hereinafter referred to as "V.S.C.", violated the collective bargaining agreement between the parties, hereinafter referred to as the "Agreement", by treating William Ramage as a part-time faculty member of Castleton State College when he should be considered a full-time faculty member.

The Federation's grievance on its own behalf in this matter was filed on June 9, 1978. The employer's answer was filed on June 15, 1978. The matter came for a hearing before the Board on July 13, 1978. The Federation was represented by Stephen Butterfield, Grievance Chairperson for the Federation, and the employer was represented by Peter Hicks, Esquire. At the close of the grievant's evidence, the employer made a motion to dismiss the matter on the grounds that: 1) Mr. Ramage, as a part-time faculty member, is not a member of the bargaining unit and therefore the

Federation has no authority to bring a grievance on his behalf, and 2) the Federation has no authority to pursue a grievance independently on its own behalf without the authorization of a member of the bargaining unit. The motion was taken under advisement by the Board.

At the close of the employer's evidence, requests for findings and briefs were ordered to be submitted no later than July 27, 1978. The Federation filed its requests and a brief on July 25, 1978 and the V.S.C. filed its requests and a brief on July 27, 1978.

#### Findings of Fact

1. Mr. William Ramage was hired by Castleton State College as a part-time Instructor of Art for the Spring Semester of 1978. (Joint Exhibit #10)

2. During the Spring Semester, Mr. Ramage taught four courses, or twelve credit hours plus three credits of independent study. (Joint Exhibit #2)

3. Mr. Ramage was paid by the college at the part-time rate of \$3.00 per credit hour, plus whatever social security is required by law. He was not paid any other benefits. (Joint Exhibit #5)

4. Mr. Ramage was scheduled in the Fall 1978 Schedule Bulletin to teach 12 or more credit hours for the Fall Semester of 1978-79. (Joint Exhibit #3)

5. On March 13, 1978 the Federation filed a Step One grievance notification with the college alleging a violation of the Agreement on the grounds that since William Ramage was carrying a part-time teaching load of twelve or more credit hours,

he should be considered a full-time rather than a part-time faculty member. (Joint Exhibit #4) A Step Two grievance notification by the Federation was subsequently filed with the college on April 27, 1978. (Joint Exhibit #6)

6. On July 27, 1978 the college sent Mr. Ramage a contract confirming his assignment to teach on a part-time basis for the Fall and Spring Semesters of 1978-79. The contract reduced his course load for the Fall Semester from the previously scheduled twelve or more credit hours to three courses or nine credit hours. (Joint Exhibit #12)

7. The normal course load for a full-time faculty member at Castleton State College is 24 credit hours per year, or 12 credit hours per semester. In addition to this course load a faculty member is expected to maintain reasonable office hours, advise students who are assigned to him by the college, participate in co-curricular activities and to function as a member of the Faculty Assembly and participate as a member of a committee to which he is assigned by the Faculty Assembly.

8. Mr. Ramage during the Spring Semester of 1978 did not have office hours or advisees nor did he participate in co-curricular activities or on a committee of the Faculty Assembly.

#### OPINION

The issue as stipulated to by both parties is whether or not Mr. Ramage is a full-time faculty member of Castleton State College, and therefore a member of the bargaining unit.

Article XXIX of the Agreement relating to Workload states in pertinent part:

"The Federation and the colleges agree to strive towards a normal individual workload of 24 credit hours or its equivalent per year."

Article XXIX also refers to time devoted to co-curricular activities and the maintenance by faculty members of reasonable offices.

While the Board recognizes the importance of a full-time faculty member's participation in co-curricular activities and committee memberships as well as the advising of students, none of these responsibilities are clearly mandated by the contract as part of a full-time faculty member's workload. The only specific provision in the Agreement relating to definition of full-time, as opposed to part-time, workload for a faculty member is the agreement to strive for a 24 credit hour course load per year and the maintenance of office hours.

The evidence presented at the hearing shows that William Ramage did carry twelve or more credit hours for half of the 1977-78 academic year. Under the terms of the Agreement we can only interpret this as evidence that Mr. Ramage was a full-time faculty member for half of the year even though he had only been hired as a part-time faculty member. The fact that the college reduced Mr. Ramage's course load for the Fall Semester of 1978-79 from twelve credit hours to nine credit hours subsequent to the filing of a grievance by the Federation, is in our view a substantial inference that the college also interprets the definition in the Agreement of the workload of a full-time faculty member as being twelve credit hours per semester or 24 credit hours per year. While Mr. Ramage did not post office hours, it is clear

that, absent a recognition by the college of Mr. Ramage as a full-time faculty member, it would have been difficult for him to do so.

The Board further notes that while there is no substantial evidence in this case that it was the college's intent in hiring Mr. Ramage as a part-time faculty member with a full-time faculty workload to carve up full-time faculty positions into part-time positions, this is a dangerous practice and can only be avoided by a clear distinction between the workload of a full-time faculty member and that of a part-time faculty member. In our opinion Mr. Ramage was a full-time faculty member for the Spring Semester of 1977-78 under the terms of the Agreement. He is not, however, a full-time faculty member for the Fall Semester of 1978-79 since his contract with the college only provides for the teaching of nine credit hours.

The Board denies the employer's motion to dismiss. Under the statutory provisions of 3 V.S.A., Section 926, the Federation does have the right to institute grievance procedures before the Board as a "collective bargaining unit". Since the grievance in this matter relates to the definition of full-time and part-time faculty members under the terms of the Agreement, the issue of whether or not Mr. Ramage is a member of that bargaining unit must be determined by the Board.


The Board, however, also notes that the evidence submitted by the Federation in their brief relating to testimony given in previous cases before the Labor Board has not been considered by the Board in this opinion. No evidentiary weight will be granted by the Board to evidence which is not properly admitted during the hearing.

ORDER

For the above stated reasons, it is hereby ORDERED that William Ramage be compensated retroactively for one semester of full-time work with full-time salary for that semester and whatever fringe benefits he was entitled to under the collective bargaining agreement.

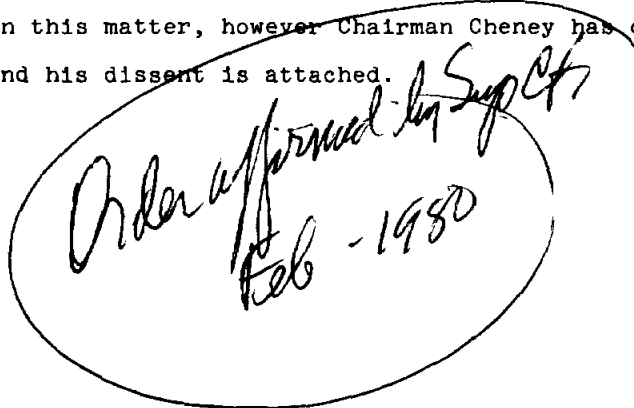
Dated this 7 day of September, 1978 at Montpelier, Vermont.

VERMONT LABOR RELATIONS BOARD

  
William G. Kemsley, Sr.

  
Robert H. Brown

All three Board members were present at the July 13, 1978 hearing on this matter, however Chairman Cheney has chosen to dissent and his dissent is attached.

  
Order affirmed by Sup Ct  
Feb - 1980

### DISSENT

I dissent from the conclusion of Board Members Kemsley and Brown that Mr. Ramage should be considered a full-time faculty member for the Spring Semester of 1977-78.

I cannot agree, based on the record before us, that the mere fact that an individual teaches twelve credit hours should confer on him the rights and duties of a full-time faculty member. We are dealing here with an institution of higher learning, and it is hoped, a tradition of interaction between faculty and students to broaden knowledge, and inspire a quest for excellence.

The contract recognizes these factors in Article XXIX. Although there is not specific definition of "full-time faculty", the contract does speak of a normal individual workload of 24 credit hours. In addition, the contract requires full-time faculty members to maintain reasonable office hours, counsel with students, participate in co-curricular activities and become part of the faculty assembly and work on faculty committees. All of these things are time consuming and of undoubted benefit to the institution. Moreover these non-teaching assignments are used to

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evaluate the performance of full-time faculty members. Article XXII provides that teaching is an important factor, but not the only one in determining a faculty member's worth to the institution. If these two articles are read together, they express a clear intent, to me at least, that full-time faculty members are expected to make a greater contribution to the educational process than merely teaching twelve or 24 credit class hours.

I am not persuaded by the Federation's argument that Mr. Ramage was prevented by the college administration from engaging in duties other than those of teaching the assigned credit hours. He did, after all, sign a contract expressly acknowledging the "part-time" nature of his assignment. Presumably he governed himself accordingly by teaching the required hours but eschewing the perhaps more laborious work of student consultation. His failure to protest his treatment at least leads to the assumption that he wanted his duties to be the way they were, and was unwilling to assume further duties.

In short, the contract provisions evidence an understanding amongst the parties that a full-time faculty member would do more than simply teach twelve or 24 credit hours. Status is obviously important in a collegiate atmosphere. I presume professors strive for and guard jealously their rank. I also presume that college administrators encourage the widest possible contact between faculty and student as part of the learning process. To measure status solely by the number of credit hours taught



invites educational judgment based on quantitative factors rather than qualitative factors. It is a measure I would resist, and a measure I do not find in the contract.

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



Kimberly B. Cheney, Chairman  
Vermont Labor Relations Board

*Order affirmed*