

VERMONT LABOR RELATIONS BOARD

VERMONT STATE COLLEGES	)	
FACULTY FEDERATION, AFT LOCAL	)	
3180, AFL-CIO	)	
	)	DOCKET NO. 20-44
and	)	
	)	
VERMONT STATE COLLEGES	)	

ORDER OF CERTIFICATION

On July 29, 2020, the Vermont State Colleges Faculty Federation, AFT Local 3180, AFL-CIO (“Union”) filed a petition to represent certain instructors employed by Northern Vermont University Online. On August 14, 2020, the Vermont State Colleges (“Employer”) responded to the petition, contending that the bargaining unit proposed by the Union was inappropriate and proposing an alternative unit. On September 3, 2020, the Union and Employer agreed that the following bargaining unit is an appropriate unit:

Instructors employed by Northern Vermont University Online who meet the following requirements:

1) have been employed for at least three (3) semesters out of the previous three academic years, or who are currently in their third teaching semester; and 2) have taught at least six (6) credit hours in the prior academic year (summer semester, fall semester, and spring semester taken together are considered the “Academic Year” as defined by NVU Online).

After initial entry into the bargaining unit, instructors will exit from the bargaining unit following any complete Academic Year in which they have not taught at least three credits. May 31<sup>st</sup> will be considered the exit date (e.g. if someone teaches in the Summer of 2020, they stay in the unit until May 31, 2022, even if they have not taught three credits during that period).

Excluded from the Unit: Full or part time coordinators of Academic services, Deans, Associate Deans, Assistant Deans, and Directors; professional, admin, technical and clerical employees whose primary assignment or appointment is as a staff person; all full-time employees regardless of position; blue collar, maintenance, security and other non-professional employees; and all other confidential supervisory and managerial employees. Also excluded from the unit are all other employees who are otherwise covered by a collective bargaining agreement with the VSC with the exception of employees represented by the Part-Time Faculty Federation and the CCV United Faculty VSCFF. Teaching service during a period of employment with NVU Online in which such an employee was excluded from the unit will not count for future unit eligibility.

Pursuant to the agreement by the parties on the proposed bargaining unit, the Vermont Labor Relations Board conducted a secret ballot election, pursuant to 3 V.S.A. § 941(e) and (g),

among employees in the above-described proposed bargaining unit. The election was conducted by mail ballot.

The employees voting in the election were asked two questions: 1) whether they wish to be included in a collective bargaining unit consisting of the above-described employees; and 2) whether they wish to be represented for exclusive bargaining purposes by the Vermont State Colleges Faculty Federation, AFT Local 3180, AFL-CIO. The ballots were counted on October 14, 2020, in the Labor Relations Board hearing room. Labor Relations Board Executive Director Timothy Noonan counted the ballots. Vermont State Colleges General Counsel Patricia Turley was present as an observer for the Employer. Valerie Welter observed for the Union.

28 of 38 eligible employees cast ballots. The results on the first question of whether employees wish to be included in the bargaining unit were: Yes – 25, No – 3. The results on the second question of whether they wish to be represented for exclusive bargaining purposes by the Vermont State Colleges Faculty Federation, AFT Local 3180, AFL-CIO, were: Yes – 25, No – 3.

As a result of this election, it is ordered that the Vermont State Colleges Faculty Federation, AFT Local 3180, AFL-CIO, is certified as the exclusive bargaining representative of Instructors employed by Northern Vermont University Online who meet the following requirements: 1) have been employed for at least three (3) semesters out of the previous three academic years, or who are currently in their third teaching semester; and 2) have taught at least six (6) credit hours in the prior academic year (summer semester, fall semester, and spring semester taken together are considered the “Academic Year” as defined by NVU Online).

After initial entry into the bargaining unit, instructors will exit from the bargaining unit following any complete Academic Year in which they have not taught at least three credits. May 31<sup>st</sup> will be considered the exit date (e.g. if someone teaches in the Summer of 2020, they stay in the unit until May 31, 2022, even if they have not taught three credits during that period).

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represented by the Part-Time Faculty Federation and the CCV United Faculty VSCFF. Teaching service during a period of employment with NVU Online in which such an employee was excluded from the unit will not count for future unit eligibility.

Dated this 27th day of October, 2020, at Montpelier, Vermont.

VERMONT LABOR RELATIONS BOARD

/s/ Richard W. Park

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Richard W. Park, Chairperson