

VERMONT LABOR RELATIONS BOARD

DENNIS DION)
)
 v.)
) DOCKET NO. 98-63
 CHITTENDEN COUNTY)
 TRANSPORTATION AUTHORITY)

MEMORANDUM AND ORDER

At issue is whether the Labor Relations Board should issue an unfair labor practice complaint. On September 22, 1998, Dennis Dion filed an unfair labor practice charge against the Chittenden County Transportation Authority ("CCTA"). Therein, Dion alleged that CCTA interfered with the legitimate business of Teamsters Local 597 ("Union"), the exclusive bargaining representative for Dion and other CCTA employees, in violation of 21 V.S.A. §1726(a)(2), which provides that it shall be an unfair labor practice for an employer "(t)o dominate or interfere with . . . the administration of an employee organization".

The claim made by Dion apparently is based on the fact that the collective bargaining contract between CCTA and the Union, effective July 1, 1995 - June 30, 1998, did not provide for the payment of any salary increases after the expiration date of the contract. Dion indicates that this has created a problem because a successor contract was not negotiated by the expiration date of the 1995-1998 contract. As a result, Dion contends that he and other employees have been placed in a compromised position because they either have to ratify a successor collective bargaining agreement or await indefinitely for a pay raise. The Employer filed a response to the charge on October 7, 1998.

The Board has discretion whether to issue an unfair labor practice complaint and hold a hearing on an unfair labor practice charge. 21 V.S.A. §1727(a). In

exercising this discretion, the Board will not issue a complaint unless the charging party sets forth sufficient factual allegations for the Board to conclude that the charging party may have committed an unfair labor practice. Burke Board of School Directors v. Caledonia North Education Association, 17 VLRB 187 (1994).

We conclude that Dion has not set forth sufficient factual allegations for the Board to conclude that CCTA may have committed an unfair labor practice. Absent additional factual allegations, the mere fact that the Employer and the Union negotiated a collective bargaining contract that does not provide for wage increases after its expiration falls well short of establishing that the Employer may have interfered with the administration of the Union.

NOW THEREFORE, based on the foregoing reasons, we decline to issue an unfair labor practice complaint and it is hereby ORDERED that the unfair labor practice charge filed by Dennis Dion is DISMISSED.

Dated this 6th day of November, 1998, at Montpelier, Vermont.

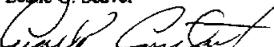
VERMONT LABOR RELATIONS BOARD

/s/ Catherine L. Frank

Catherine L. Frank, Chairperson

/s/ Leslie G. Seaver

Leslie G. Seaver



Carroll P. Comstock



Richard W. Park



John J. Zamperini