

VERMONT LABOR RELATIONS BOARD

STUART ASHLEY)	
)	
v.)	DOCKET NO. 00-46
)	
TOWN OF COLCHESTER)	

MEMORANDUM AND ORDER

On July 13, 2000, Stuart Ashley, a police officer with the Town of Colchester, filed an unfair labor practice charge against the Town. Ashley alleges that the Town violated 21 V.S.A. Section 1726(a)(5), by ordering Town police officers, represented by the Colchester Police Officers Association, to attend dispatcher training and cover dispatcher shifts. Ashley contends that this practice involves a condition of employment that needs to be negotiated, but that the Town has refused to negotiate in good faith.

The Town filed a response to the charge on August 2, 2000. By letter of August 9, 2000, Ashley clarified that he was filing the charge on his own behalf, and not on behalf of the Colchester Police Officers' Association. Timothy Noonan, Labor Relations Board Executive Director, met with Ashley and representatives of the Town on August 30, 2000. On September 5, 2000, Ashley filed a letter with the Labor Relations Board in support of his position that the Board should issue an unfair labor practice complaint.

The Municipal Employee Relations Act provides the Board with discretion whether to issue an unfair labor practice complaint. 21 V.S.A. Section 1727(a). We exercise our discretion to not issue an unfair labor practice complaint in this matter.

The provision of the Municipal Act cited by Ashley in support of his unfair labor practice charge states that "(i)t 'shall be an unfair labor practice for an employer . . . to refuse to bargain collectively in good faith with the exclusive bargaining agent.'" 21

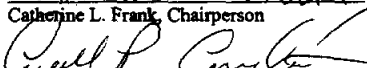
V.S.A. Section 1726(a)(5). The allegation that the Town should have negotiated requirements imposed on police officers to attend dispatcher training and cover dispatcher shifts is appropriately brought by the Association representing the police officers pursuant to Section 1726(a)(5), not an individual employee represented by the Association. George Hurley v. Dr. Richard Brothers, Superintendent of Rutland Public Schools, 15 VLRB 422, 423 (1992). It is only the Association, as exclusive bargaining agent of employees, that may bargain with the Town with respect to wages, hours and conditions of employment for all employees in the bargaining unit. 21 V.S.A. Sections 1722(3),(4),(8); 1725(a). We are not inclined to issue an unfair labor practice complaint against the Town for violating its good faith bargaining obligations where the employees' exclusive bargaining agent is not a party to the charge alleging such violations.


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 Stuart Ashley is DISMISSED.


Dated this 26th day of September, 2000, at Montpelier, Vermont.


VERMONT LABOR RELATIONS BOARD


Catherine L. Frank, Chairperson


Carroll P. Cornstock


Richard W. Park


John J. Zampieri


Edward R. Zuccaro