

**STATE OF ILLINOIS  
ILLINOIS LABOR RELATIONS BOARD  
LOCAL PANEL**

Darryl Spratt,	)	
	)	
Charging Party,	)	
	)	
and	)	Case No. L-CB-16-047
	)	
Amalgamated Transit Union,	)	
Local 241,	)	
	)	
Respondent.	)	

**DECISION AND ORDER OF THE ILLINOIS LABOR RELATIONS BOARD  
LOCAL PANEL**

On July 5, 2016, Melissa Mlynski, Executive Director of the Illinois Labor Relations Board, dismissed the above-captioned charge, finding that Charging Party, Darryl Spratt, had failed to raise an issue of law or fact sufficient to warrant a hearing.

On April 25, 2016, Charging Party, Darryl Spratt (Spratt), filed an unfair labor practice charge with the Local Panel of the Illinois Labor Relations Board (Board) alleging that Respondent Amalgamated Transit Union, Local 241 (ATU or Union) violated Section 10(b) of the Illinois Public Labor Relations Act, 5 ILCS 315/1, *as amended*, (Act). Specifically, Spratt alleged that ATU violated the Act when ATU President, Tommy Sams, Jr. (Sams) failed to get Spratt reinstated, with back-pay, to his former position with Chicago Transit Authority (CTA), as Sams allegedly had promised to do in exchange for Spratt's assisting with Sams' 2015 campaign for ATU President. Until December 2007, Spratt had been employed by CTA as a bus driver in a bargaining unit represented by ATU. Although ATU filed a grievance challenging Spratt's 2007 discharge, ATU did not advance the grievance to arbitration. As a consequence, Spratt filed an

unfair labor practice charge in Case No. L-CB-09-066,<sup>1</sup> alleging that ATU violated the Act by refusing to arbitrate his grievance. Ultimately, the Board upheld an Administrative Law Judge's Recommended Decision and Order dismissing the charge pertaining to Spratt's discharge.<sup>2</sup>

Spratt filed the instant charge in April 2016, nearly 9 years after CTA terminated his employment and he ceased to be a public sector employee covered under the Act. Moreover, all of the material allegations relevant to this charge, *i.e.*, Sams' alleged promise and failure to deliver on same, occurred while Spratt was not a public sector employee. Accordingly, the Executive Director correctly concluded that, as it relates to the allegations in this charge, 1) ATU had no obligation to Spratt under the Act, 2) Spratt has no standing to bring any charge for a purported violation of the Act that occurred during the time that he was not covered by the protections of the Act, and 3) the Board has no jurisdiction to adjudicate Spratt's claims against Sams in this instance.

We fully concur with the Executive Director's foregoing conclusions; however, one statement in the Dismissal warrants clarification. In the discussion/analysis section, the Dismissal further distinguished this charge, stating, "In some circumstances, the Board will take jurisdiction over unfair labor practice charges filed against a labor organization after a charging party is discharged by a public employer and the charging party alleges that the labor organization violated the Act by the manner in which it represented the charging party in the disciplinary or grievance process."<sup>3</sup> While this statement is fundamentally correct, to avoid any possible confusion, we put a somewhat sharper point on this concept. We note that some Board decisions characterize an employee who challenges a labor organization's handling of a post-

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<sup>1</sup> The Dismissal identifies Spratt's prior unfair labor practice charge against ATU as L-CA-06-099; however, this is a typographical error and the correct case number is as noted above.

<sup>2</sup> *Darryl Spratt and Amalgamated Transit Union, Local 241*, 31 PERI ¶ 121 (ILRB-LP 2015).

<sup>3</sup> The Executive Director noted that this is precisely the cause of action Spratt brought against ATU in 2009.

termination grievance as a “public employee,”<sup>4</sup> while other decisions refer to such an employee as having been a “public employee” until the time of his discharge.<sup>5</sup> Although the precise verbiage in these cases varies, that discrepancy is a distinction without a difference as it relates to this case. The Board has consistently asserted jurisdiction when, as here, an alleged violation of the Act emanated from the labor organization’s purported misconduct in connection with its representation of the charging party in the context of the prior public employment, notwithstanding that the charging party was no longer employed by a public employer at the time the charge was actually filed, subject to the limitations period set forth in Section 11 of the Act. To interpret the Act differently would lead to the absurd result of the Board’s never having jurisdiction unless a charging party could divine a union’s violation of the Act in advance of his discharge. Nonetheless, this statement in the Dismissal could be read incorrectly to mean that there are additional circumstances, other than the statutory limitations period, in which the Board has declined to assert jurisdiction in such a case.

Spratt has filed two documents that purport to constitute his appeal of the Dismissal. The first of these is a letter to the Board that reasserts 1) that CTA unjustly terminated him and 2) that Local 241 failed to take the related grievance to arbitration. The question of the propriety of Spratt’s 2009 termination is not now and never has been before the Board. Further, the question of the propriety of ATU’s failing to take the 2009 grievance to arbitration has been fully adjudicated by the Board and is not a part of the instant charge.

Moreover, Spratt’s appeal does not challenge or even address the bases for the

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<sup>4</sup> See *Marvin Perez and State of Illinois, Department of Central Management Services*, 27 PERI ¶ 28 (IL LRB-LP 2011); *Brenda Carter and American Federation of State, County and Municipal Employees, Council 31*, 29 PERI ¶ 135 (IL LRB-LP 2013).

<sup>5</sup> See *Douglas Johnson and County of Henderson and Sheriff of Henderson County*, 16 PERI ¶ 2031 (IL LRB-LP 2000); *Brenda Anderson and County of Winnebago, Department of Public Health*, 22 PERI ¶ 25 (IL LRB-SP 2006).

Dismissal, much less warrant a conclusion other than the one the Executive Director reached as reflected in the Dismissal.

Accordingly, we affirm the Executive Director's Dismissal, as written, except as modified to clarify the Board's jurisdiction in cases involving charges filed after a public employee is separated from public employment, as discussed above.

BY THE LOCAL PANEL OF THE ILLINOIS LABOR RELATIONS BOARD

/s/ Robert M. Gierut  
Robert M. Gierut, Chairman

/s/ Charles E. Anderson  
Charles E. Anderson, Member

/s/ Richard A. Lewis  
Richard A. Lewis, Member

Decision made at the Local Panel's public meeting held in Chicago, Illinois, on September 7, 2016; written decision issued in Chicago, Illinois, September 19, 2016.

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Darryl Spratt,	)	
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Charging Party	)	
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and	)	Case No. L-CB-16-047
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Amalgamated Transit Union Local 241,	)	
	)	
Respondent	)	

**DISMISSAL**

On April 25, 2016, Darryl Spratt (Charging Party or Spratt) filed an unfair labor practice charge with the Local Panel of the Illinois Labor Relations Board (Board), in the above referenced case, alleging that Amalgamated Transit Union Local 241 (Union or Respondent) violated Section 10(b) of the Illinois Public Labor Relations Act (Act), 5 ILCS 315 (2014), *as amended*. After an investigation conducted in accordance with Section 11 of the Act, I determined that the charge fails to raise an issue of law or fact sufficient to warrant a hearing and hereby issue this dismissal for the reasons stated below.

**I. INVESTIGATION**

The Respondent is a labor organization within the meaning of Section 3(i) of the Act, and the exclusive representative of a bargaining unit comprised of Chicago Transit Authority (CTA) employees. Charging Party was formerly employed by the CTA as a Bus Operator, but he was discharged by the CTA in December of 2007. Respondent filed a grievance challenging this discharge, but never advanced the grievance to arbitration.

Dissatisfied with the Respondent's representation, Charging Party filed an unfair labor practice charge against Respondent June 30, 2009, in Case No. L-CB-09-66, alleging that

Respondent violated Section 10(b)(1) of the Act by refusing to advance his termination grievance to arbitration. On January 7, 2015, the Board upheld an Administrative Law Judge's dismissal of that charge. Darryl Spratt and Amalgamated Transit Union, Local 241, 31 PERI ¶ 121, (ILRB-LP 2015).

Charging Party filed the current unfair labor practice charge against the Respondent on or about April 25, 2016. In this charge, Charging Party alleges that the Respondent breached its duty of fair representation when Union President, Tommy Sams, Jr., failed to give Charging Party a job and back-pay as he said he would if Charging Party assisted with Sams' campaign for Local Union President in November and December of 2015. According to Charging Party, Sams had promised to have Charging Party reinstated with the CTA as a Laborer.

## **II. DISCUSSION AND ANALYSIS**

Sections 10(b)(1) of the Act governs the relationship between labor organizations and public employees. Section 3(n) of the Act defines a public employee as "any individual employed by a public employer." Charging Party has not worked for the CTA since 2007, as such, he is no longer a public employee under the Act. In some circumstances, the Board will take jurisdiction over unfair labor practice charges filed against a labor organization after a charging party is discharged by a public employer and the charging party alleges that the labor organization violated the Act by the manner in which it represented the charging party in the disciplinary or grievance process. This is the cause of action that was brought by Spratt in 2009, in Case No. L-CA-06-99. In those types of cases, a labor organization's duty to represent under the Act stems from the charging party's former employment and the labor organization's representation of the charging party in that employment context.

However, the instant case centers on an alleged promise made by a Local Union President during a campaign for Union office. During all times material to this charge, Charging Party was not employed by a public employer and was not included in a bargaining unit represented by the Respondent. As such, the Union had no legal duty under the Act to represent the Charging Party, the Charging Party has no standing to file this charge and there is no basis for the Board to assert jurisdiction in this matter.

### **III. ORDER**

Accordingly, the instant charge is dismissed in its entirety. The Charging Party may appeal this Dismissal, to the Board any time within 10 days of service hereof. Such appeal must be in writing, contain the case caption and number, and must be addressed to the General Counsel of the Illinois Labor Relations Board, at 160 North LaSalle Street, Suite S-400, Chicago, Illinois, 60601-3103. The appeal must contain detailed reasons in support thereof, and be served upon all other persons or organizations involved in this case at the same time it is served on the Board. A statement asserting that all other parties have been served must accompany an appeal, or the board will not consider it. If the Board does not receive an appeal with the specified time, the Dismissal will be final.

**Issued in Springfield, Illinois, this 5<sup>th</sup> day of July, 2016**

**STATE OF ILLINOIS  
ILLINOIS LABOR RELATIONS BOARD  
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**Melissa Mlynski, Executive Director**