



Illinois Labor Relations Board

**2015
ANNUAL REPORT**



Illinois Labor Relations Board

To the Governor of the State of Illinois, the President of the Illinois Senate, the Speaker of the Illinois House, and the Members of the Illinois General Assembly:

This is the 31st annual report of the Illinois Labor Relations Board (ILRB) giving an overview of decisions rendered, statistics of case activity, relevant court decisions, our budget and staffing for the period of July 1, 2014 through June 30, 2015.

The ILRB has offices in Springfield and Chicago. The ILRB consists of two panels with five members on the State Panel and three members on the Local Panel. The panels hold monthly meetings and meet jointly at least twice a year. ILRB meetings are open to the public. Dates and locations can be found at www.illinois.gov/ilrb.

The Illinois Labor Relations Board is grateful to Governor Bruce Rauner, Mayor Rahm Emanuel, and Cook County Board President Toni Preckwinkle for giving us the responsibility to help maintain a positive relationship between public employers and their employees.

Sincerely,

A handwritten signature in black ink, appearing to read "John J. Hartnett", written over a large, stylized, abstract shape that resembles a signature or a logo.

John J. Hartnett
Chairman

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Jurisdiction of the Board

The Illinois Public Labor Relations Act (Act), 5 ILCS 315 (2014), enacted by Public Act 83-1012, effective July 1, 1984, and last amended effective July 27, 2015, governs labor relations between most public employers in Illinois and their employees. Throughout the State, the Illinois Labor Relations Board (ILRB) regulates the designation of employee representatives; the negotiation of wages, hours, and other conditions of employment; and resolves, or if necessary, adjudicates labor disputes.

The State Panel has jurisdiction over all public, non-educational employers and employees in the State of Illinois. Its jurisdiction includes state government, county governments, municipal governments covering populations not in excess of two million persons, and the Regional Transportation Authority.

The Local Panel has jurisdiction over units of local government with a population in excess of two million persons. This includes not only the County of Cook and the City of Chicago, but also other county- and city-wide governmental entities such as the Forest Preserve District of Cook County, the Metropolitan Water Reclamation District of Greater Chicago, the Chicago Housing Authority, the Chicago Transit Authority, and the Chicago Park District.

Together with the Illinois Educational Labor Relations Act, 115 ILCS 5 (2014), the Act provides comprehensive statutory regulation of public sector collective bargaining in Illinois. It has many similarities to the National Labor Relations Act, which regulates collective bargaining matters in the private sector, and to the laws of other states that regulate collective bargaining in the public sector.

The Board's duties under the Act include the following:

1. Rendering determinations on all charges alleging unfair labor practices under the Act, after investigation and, where necessary, hearing;
2. Processing petitions seeking the certification or decertification of collective bargaining representatives of public employees, often conducting hearings and elections upon such petitions;
3. Processing petitions to modify or clarify bargaining units and certifications of bargaining units;
4. Providing rosters of mediators, fact-finders, and arbitrators to parties covered by the Act in order to assist in resolving collective bargaining impasses and grievance disputes; and
5. Conducting emergency investigations of public employee strikes and strike threats, upon demand, to determine whether judicial proceedings are warranted to restrain or prevent strike activity imperiling the health and safety of the public.

Amendments to the Act during FY 2015

Public Act 98-1151: Amends Section 14(i) to include fire fighter manning as a mandatory subject of bargaining that can be decided by an interest arbitrator. This Public Act became effective January 7, 2015.

(i) ...

In the case of fire fighter, and fire department or fire district paramedic matters, the arbitration decision shall be limited to wages, hours, and conditions of employment (including manning and also including residency requirements in municipalities with a population under 1,000,000, but those residency requirements shall not allow residency outside of Illinois) and shall not include the following matters: i) residency requirements in municipalities with a population of at least 1,000,000; ii) the type of equipment (other than uniforms and fire fighter turnout gear) issued or used; iii) the total number of employees employed by the department; iv) mutual aid and assistance agreements to other units of government; and v) the criterion pursuant to which force, including deadly force, can be used; provided, however, nothing herein shall preclude an arbitration decision regarding equipment levels if such decision is based on a finding that the equipment considerations in a specific work assignment involve a serious risk to the safety of a fire fighter beyond that which is inherent in the normal performance of fire fighter duties. Limitation of the terms of the arbitration decision pursuant to this subsection shall not be construed to limit the facts upon which the decision may be based, as set forth in subsection (h).

Public Act 99-143: Amends the Act's definitions sections to replace any reference to the "Disabled Persons Rehabilitation Act" with "Rehabilitation of Persons with Disabilities Act." This amendment became effective on July 27, 2015.

Funding of the Board

The ILRB receives all of its funding through the general revenue fund. In FY 2015, the Illinois Labor Relations Board's funding was allocated as follows:

Regular Positions	1,053,100
Social Security/Medicare	80,600
Contractual Services	105,600
Travel	7,900
Commodities	1,600
Printing	2,100
Equipment	900
Electronic Data Processing	17,400
Telecommunication	26,600
Total	1,295,800

ILLINOIS LABOR RELATIONS BOARD

STATE PANEL

John Hartnett (Chairman)
Springfield

Michael G. Coli
Crystal Lake

John Samolis
Lake Zurich

Keith Snyder
Lincoln

Albert Washington
Matteson

LOCAL PANEL

Robert M. Gierut (Chairman)
Darien

Charles Anderson
Chicago

Richard Lewis
Chicago

Illinois Labor Relations Board Staff

EXECUTIVE DIRECTOR

Melissa Mlynski

GENERAL COUNSEL

Kathryn Zeledon Nelson

PERSONNEL OFFICER

Carla Stone

DEPUTY GENERAL COUNSEL

Sarah Kerley

FISCAL OFFICER

Nicole Hildebrand

ASSOCIATE GENERAL COUNSEL

Anna Hamburg-Gal

INVESTIGATORS

Aaron Itulya
Yumnah Tayyab

ADMINISTRATIVE LAW JUDGES

Thomas Allen
Kelly Coyle
Deena Sanceda

INVESTIGATOR/MEDIATOR

Michael Provines

CASE MANAGER

Lori Novak

INFORMATION TECHNOLOGY

Jodi M. Marr

ADMINISTRATIVE STAFF

Melissa McDermott

Functions of the Board

CASE PROCESSING

The Board has two primary programs, Petition Management (Representation Cases) and Unfair Labor Practice Charges. The following briefly describes the types of cases processed by the Board under each program and the procedures used to process them. All references to the Board are applicable to either the State or Local Panel.

Petition Management (Representation Cases)

Petition management (representation) cases can be initiated in several ways. A labor organization seeking recognition as the exclusive bargaining representative of a unit of employees in which no other labor organization has attained recognition rights has two options: request that the employer voluntarily recognize it or file a representation petition with the Board. If another labor organization is already recognized in accordance with the Act, a representation petition must be filed with the Board.

The following types of petitions initiate representation proceedings before the Board:

- Representation/Certification Petitions (RC) are filed by employees, a group of employees, or labor organizations seeking certification of an exclusive collective bargaining representative for certain positions.

Labor organizations seeking certification as the exclusive bargaining representatives of employees may seek certification by filing a petition seeking an election or a Majority Interest Petition. Where a Majority Interest Petition is filed, the Board determines whether the labor organization has presented evidence that a non-coerced majority of employees in an appropriate unit signed valid cards or petitions indicating they want that labor organization to represent them for the purpose of collective bargaining. The Board can then certify the labor organization as the exclusive representative without an election.

In an Election Petition, a labor organization presents evidence that over 30 percent of the employees seek an election to determine whether a majority desires representation by the petitioning labor organization. The Board then conducts an election to determine the employees' desires regarding representation.

- Employer's Representation Petitions (RM) are filed by employers alleging that one or more labor organizations have presented a claim to be recognized as an exclusive collective bargaining representative for a majority of the employees in an appropriate unit.
- Voluntary Recognition Requests (VR) are requests for certification of a unit, without an election, where the labor organization demonstrates it has a majority showing of interest in an appropriate unit and the employer voluntarily recognizes it as the unit's exclusive representative.
- Decertification Petitions (RD) are filed by employees seeking an election by which they can indicate their desire to no longer be represented by the existing exclusive collective bargaining representative.
- Unit Clarification Petitions (UC) are filed by exclusive collective bargaining representatives or employers seeking to clarify or amend an existing bargaining unit through the addition or deletion of a position without an election.
- Petitions to Amend Certification (AC) are filed by exclusive collective bargaining representatives or employers seeking to amend a certification because of a change in name or structure.

- Declaration of Disinterest Petitions (DD) are filed by exclusive collective bargaining representatives to declare their disinterest in further representation of a bargaining unit.

Upon receipt of a representation petition, the Board provides the employer with a notice to be posted for the benefit of affected employees. An investigation is initiated to determine the adequacy of the showing of interest - based on employee authorization cards, petitions, or election results - and the appropriateness of the proposed bargaining unit.

Employees or competing labor organizations may file intervention petitions within specified time limits.

Petitions are dismissed by the Executive Director when they have been untimely filed, when the bargaining unit is clearly inappropriate, when the showing of interest is not adequate, or when the employer and/or employees are not covered by the Act.

Election Petitions

When an election petition is filed, and Board agent determines that the petition is consistent with the Act and its Rules, the agent will prepare a stipulation for consent election to be signed by the petitioner, the employer, the labor organization seeking to represent the employees, any incumbent, and any timely intervener. Upon approval of the Executive Director, a Board agent will hold the election.

If the investigation of the petition discloses the existence of a question concerning representation, the matter is assigned to an administrative law judge who may set it for hearing. Unlike unfair labor practice hearings, representation hearings are non-adversarial in nature. Parties may file appeals from the Executive Director's dismissal or file exceptions to an administrative law judge's recommended decision and order. The Board hears and rules on all appeals and exceptions.

After an election is conducted, any party may file objections with the Board alleging that the result was not fairly and freely chosen by a majority of the employees. If, after investigation and hearing, it is determined that the objections are valid, a new election is conducted. If no objections are filed or if the Board determines after investigation or hearing that filed objections are not well-founded, the Board either certifies the collective bargaining representative that received a majority of the votes cast as the exclusive representative or certifies that the election resulted in no representation. Subsequent elections cannot be conducted in the bargaining unit for one year following an election that results in a Board certification.

Majority Interest Petitions

When a majority interest petition is filed, it is investigated to ensure that the labor organization has provided evidence that a non-coerced majority of the employees in an appropriate unit want to be represented by it for the purposes of collective bargaining. If the employer objects to the petition because it believes that specific positions are not eligible to be represented in a bargaining unit (for example, because employees in the positions are supervisors, confidential employees, or managerial employees), the Board will nevertheless certify the labor organization as the exclusive representative for the unit if the contested positions are not sufficient to affect the labor organization's majority support. Whether the disputed positions should be included in the bargaining unit will be resolved by use of the Board's unit clarification procedures.

If the majority interest petition proposes a bargaining unit that combines both professional and nonprofessional employees, the Board will first conduct an election to determine whether both the professional and nonprofessional employees want to be represented in a combined unit. If the professional and nonprofessional employees decline to be represented in a combined unit, the Board will certify separate professional and nonprofessional units, provided the labor organization has demonstrated majority support in each separate unit.

If a party or individual provides evidence demonstrating a material issue of fact or law that the labor organization's majority support was obtained by fraud or through coercion, an administrative law judge will determine whether there is clear and convincing evidence of fraud or coercion. This recommendation can be reviewed by the Board. If the Board determines there is clear and convincing evidence of fraud or coercion, it will conduct an election to determine majority support for the labor organization in the appropriate unit. If the Board finds that there is not clear and convincing evidence of fraud or coercion, the Board will certify the unit based on the labor organization's evidence of majority support.

Unfair Labor Practice Charges

Section 10 of the Act prohibits employers and labor organizations from engaging in certain labor practices. An employer, a labor organization, or an employee may file a charge with the Board alleging such unfair labor practices. There are two categories of unfair labor practice charges:

- A *Charge Against Employer (CA)* alleges that an employer has violated one of the provisions under Section 10(a) of the Act;
- A *Charge Against Labor Organization (CB)* alleges that a labor organization has violated one of the provisions under Section 10(b) of the Act.

Upon receipt of a charge, the case is assigned to an investigator. If the investigation reveals that there is no basis to sustain the charge, the Executive Director dismisses the charge. If, on the other hand, the investigation reveals the existence of a dispositive question of law or fact as to whether an unfair labor practice has been committed, the Executive Director will issue a complaint and the case will be set for hearing before an administrative law judge. In contrast to practices before the National Labor Relations Board, the Board does not perform the prosecutorial function once a complaint is issued. Instead, the charging parties or their representatives prosecute unfair labor practice cases. Because it does not prosecute, the Board's "issue of law or fact" standard for issuance of a complaint is less strenuous than the reasonable cause standard used by the National Labor Relations Board.

At unfair labor practice charge hearings, charging parties and respondents produce and examine witnesses, adduce evidence in support of their positions, and, typically, file written briefs. After considering the record and the parties' briefs, the administrative law judge will subsequently issue a recommended decision and order.

Parties may file appeals from the Executive Director's dismissal or file exceptions to an administrative law judge's recommended decision and order. The Board hears and rules on all appeals and exceptions. Parties aggrieved by Board decisions and orders may obtain judicial review in the Illinois Appellate Court. Parties may also seek to enforce a Board order in the Illinois Appellate Court.

In FY2014, the Board designated one of its investigators to function as its in-house mediator. This move allows the Board to provide mediation services to parties who have pending claims before the Board.

OTHER ISSUES BEFORE THE BOARD

In addition to processing cases that fall within the Board's two major programs, other issues also come before the Board. Below is an overview of various other ways the Board facilitates effective bargaining relationships between public employers and their employees.

Mediation/Arbitration Cases

The Board maintains a roster of qualified mediators and arbitrators. Upon request, the Board provides a list of mediators or arbitrators (MA) to parties who have reached an impasse in collective bargaining. The Act prohibits protective services employees (security employees, peace officers, firefighters) from striking. Disputes over their negotiations are subject to mandatory mediation and interest arbitration. Units of non-protective services employees use mediation in the event of impasse, and can use interest arbitration on agreement of the parties or in certain instances in negotiating a first contract. The parties may request the Board's roster for other services as well, such as fact-finding, grievance arbitration, and grievance mediation are provided at the request of one or both parties.

Strike Investigations

If a unit of non-protective services employees engages in a strike that the employer believes presents "a clear and present danger to the health and safety of the public," the employer may petition the Board for a strike investigation (SI). The Board has 72 hours to determine whether such a clear and present danger exists. The employer may then take the Board's findings to Circuit Court to seek to enjoin the work stoppage in a manner that would eliminate the danger. When employees have been enjoined from striking pursuant to this procedure, interest arbitration is used to resolve the issues in dispute.

Declaratory Rulings

Employers and labor organizations may also request that the Board's General Counsel issue a declaratory ruling (DR) stating whether the Act requires bargaining over a particular subject. Such requests must be made jointly, unless it involves a protective services employee unit where a request for interest arbitration has been made.

Police Decertification Cases

Amendments to Section 6.1 of the Illinois Police Training Act through Public Act 93-0655 instituted a process for the decertification of a police officer when it has been proven that, while under oath, he or she has knowingly and willfully made false statements as to a material fact going to an element of the offense of murder. There are two situations in which the ILRB State Panel may be required to conduct hearings involving alleged police perjury. In the first scenario, the Illinois Law Enforcement Training Standards Board (ILETSB) investigates verified complaints of police perjury in cases where there has been an acquittal. Following an investigation, ILETSB will forward a report to the Executive Director of the ILRB who will review the evidence to determine whether it is sufficient to warrant a hearing before an administrative law judge of the ILRB. In these cases, the Executive Director may either issue a non-appealable dismissal or order a hearing. In the second scenario, where there has been a finding of guilt on the offense of murder but a new trial is granted on direct appeal or a state post-conviction evidentiary hearing is ordered based on a claim of police perjury that goes to an element of the offense of murder, a request for hearing is filed directly with the ILRB without an investigation by ILETSB. If any of these cases proceed to hearing, an administrative law judge will make a recommendation to the ILRB State Panel as to whether certain police officers have committed perjury in homicide proceedings such that they should be decertified. The administrative law judge's decision may be appealed to the Board and the Board decision may be further appealed to court.

RULEMAKING

The Board is authorized to promulgate rules and regulations governing its activity. 5 ILCS 315/5(i), (j) & (k) (2012). It takes a vote of five of the eight Board members to enact or amend rules.

The Board has adopted regulations governing its internal structures (2 Ill. Adm. Code 2500), access to its records (2 Ill. Adm. Code 2501), general provisions applicable to all Board proceedings (80 Ill. Adm. Code 1200), procedures in representation cases (80 Ill. Adm. Code 1210), procedures in unfair labor practice cases (80 Ill. Adm. Code 1220),

procedures for resolving collective bargaining impasses (80 Ill. Adm. Code 1230), procedures for police decertification cases (80 Ill. Adm. Code 1240), and procedures for implementing the gubernatorial designations for exclusion (80 Ill. Admin. Code 1300). The Board's rules are available at its offices or on its website at <http://www.state.il.us/ilrb>.

REFERRALS TO OTHER AGENCIES

The Board spends a considerable amount of time talking to members of the general public who either call or walk into the Board's offices seeking information regarding their work-related problems. When, as often happens, a Board agent determines that the Board has no jurisdiction to remedy the problem presented by the person, the agent directs the person to the appropriate governmental agency.

LAW LIBRARY/CONTRACT REPOSITORY

Specialized public sector labor relations law libraries are maintained in the Board's Chicago and Springfield offices. The libraries contain the Illinois Public Employee Reporter and are open to the public. The Board also serves as the repository of public sector collective bargaining agreements for employees under the Board's jurisdiction.

Board and Court Decisions

I. Representation Issues

12/26/14

ILRB SP

Voter Eligibility; Stipulations

In Illinois Council of Police and Village of Lyons and Illinois FOP Labor Council and Metropolitan Alliance of Police, Lyons Chapter #705 and Aaron Gatterdam, 31 PERI ¶ 107 (IL LRB-SP 2014) (Case No. S-RC-14-073), the Board unanimously affirmed the ALJ's RDO, and ordered that six challenged ballots be opened and the vote retallied. In March, 2014, ICOP filed a petition for an election to replace the incumbent FOP, after which MAP filed a petition to intervene. At the election, a total of 17 ballots were cast; six of these were cast by recently laid off employees and were challenged. Of the remaining 11 ballots, seven were cast for MAP, four for ICOP and none for FOP. Consequently, the challenged ballots had the potential of altering the election results. Various parties filed objections to the election and the Board's Executive Director subsequently ordered a hearing concerning the validity of the six challenged ballots. The Board concurred with the ALJ's determination that 1) the employer's past experience and 2) its future plans weighed in favor of finding that the inactive employees had an objectively reasonable expectation of future employment. While the ALJ had concluded that circumstances surrounding the layoff were entirely neutral, the Board modified this aspect of the ALJ's analysis. The Board concluded that the circumstances surrounding the layoff was the strongest factor weighing in favor of a reasonable expectation of future employment because there was no apparent diminution in the Village's need for police services, nor decrease in the equipment that would be needed by the officers should they be recalled, and that the laid off officers had a contractual and a statutory right to recall, as well as a statutory prohibition on having other employees perform the police duties formerly performed by the laid off police officers. The Board further found that MAP did not waive its right to challenge the ballots, reasoning that MAP was not bound by a prior stipulation that there would be 19 voters because the layoff of six officers the day after the stipulation was signed constituted a significant change in circumstances. The Board therefore ordered that the six ballots be opened and counted.

12/31/2014

1st DISTRICT OPINION

Managerial Exclusion

In AFSCME, Council 31 v. Ill. Labor Relations Bd. and Ill. Dep't of Cent. Mgmt. Servs. (Ill. Commerce Comm'n), 2014 IL App (1st) 130655, 31 PERI ¶ 97, a 2-1 majority of the First District Appellate Court affirmed in part and reversed in part the split decision of the State Panel, Ill. Dep't of Cent. Mgmt. Servs. (ICC), 29 PERI ¶ 129 (IL LRB-SP 2013) (ILRB Case No. S-RC-09-202), in which the Board majority excluded three of four ICC attorneys as managerial. The court majority reversed the Board majority's determination with respect to two of the attorneys, and affirmed its finding regarding the last. The court found that only one of the attorneys was excluded; the fourth attorney at issue before the Board was not subject to appeal. Justice Gordon, dissenting, would have affirmed the Board majority's determination in its entirety relying on the attorneys' role as litigation counsel.

The court majority rejected the union's argument that the "predominant" aspect of managerial status, like the "preponderance" aspect of supervisory status, requires that the employees spend more than half their time on managerial tasks. The majority found that the Board applied the correct standard, but applied it incorrectly to the two positions where they reversed the Board. The court found that two examples of an individual's advice being followed in 20 years were insufficient to establish managerial status. The court also refused to find evidence that an individual's responsibility for flagging issues for ICC consideration was indicative of managerial status. Finding no authority regarding "gatekeeper" status, the court hesitated to find "her control over Commission policy in this respect is significant enough to warrant her status as managerial." Finally, the court affirmed the Board's finding that a third attorney's role in initiating citation proceedings provided enough examples to render him managerial, although it rejected the Board's reliance on the attorney's advice regarding the Governor's furlough order.

1/8/15

ILRB SP

Supervisory Exclusion; Preponderance of Time

In Service Employees Int'l Union, Local 73 and Village of Lombard, 31 PERI ¶ 123 (IL LRB-SP 2015) (Case No. S-UC-13-011), the Board adopted, with modification, the ALJ's recommendation that the unit clarification petition to represent the Customer Service Supervisor and Management Analyst at the Village of Lombard be denied. The Board concurred with the ALJ's finding that Respondent's Customer Service Supervisor devotes a preponderance of her work time performing supervisory duties; however, the Board reached that conclusion relying on the rationale articulated by the Supreme Court in City of Freeport v. Illinois State Labor Relations Board, 135 Ill. 2d 499 (1990) rather than the decision in Department of Central Management Services v. Illinois State Labor Relations Board, 278 Ill. App. 3d 79 (4th Dist. 1996), as the ALJ had done. In City of Freeport, the court found that the preponderance requirement of Section 3(r)(1) of the Act is met when an employee spends more time on supervisory functions than on any one non-supervisory function. Although the ALJ had found no evidence satisfying City of Freeport, the Board determined that the Customer Service Supervisor's unequivocal testimony that she spends an hour each day on tasks that the ALJ determined were supervisory in nature and an hour or less each day on her other responsibilities was a true reflection of the record, demonstrating that the Customer Service Supervisor met the preponderance standard as applied by the Board and affirmed in City of Freeport.

1/26/15

ILRB SP

Supervisory Exclusion

In Illinois FOP Labor Council and Village of Campton Hills, 31 PERI ¶ 132 (IL LRB-SP 2015) (Case No. S-RC-14-015), the Board adopted the ALJ's recommended decision to certify a bargaining unit that included all full-time sworn officers below the rank of sergeant, and excluded Sergeants and all other employees employed with the Village of Campton Hills. The Board's decision included two slight modifications of the RDO that did not affect the outcome of the case or the determination that the police sergeants employed by the Village were supervisory employees under the Act because Sergeants use independent judgment when exercising the supervisory authority to direct and issue discipline to subordinate officers.

2/23/2015

ILRB LP

Supervisory and Confidential Exclusions

In Local 200, Chicago Joint Board, Retail, Wholesale and Department Store Union, AFL-CIO and County of Cook (Health & Hospital System), 31 PERI ¶ 154 (IL LRB-LP 2015) (Case No. L-RC-14-009), appeal pending No. 1-15-0749, the Board accepted the ALJ's recommended decision to issue a certification adding the Recruitment and Selection Analyst (RSA) position to the bargaining unit. Here the ALJ found that the RSAs were not supervisory or confidential employees as defined by the Act, and that while they have access to personal information about applicants and fellow employees, including salaries, benefits, home addresses and social security numbers, that information, though possibly of interest to a union, was not shown to be specifically pertinent to the Employer's collective bargaining strategy. The Board rejected Respondent's generalized prediction that the information RSAs are involved with could potentially affect the Employer's strategy in the future.

3/13/2015

ILRB SP

Executive Director Dismissal - Blocking Election

In Ronda Powell and County of Kankakee and Kankakee County State's Attorney and American Federation of State, County and Municipal Employees, Council 31, 31 PERI ¶ 168 (IL LRB-SP 2015) (Case No. S-RD-15-003), the Board affirmed the Executive Director's decision to deny the request to block a decertification election pending resolution of unfair labor practice charge, and issued an order directing an election. Petitioner filed a petition to decertify the Incumbent as exclusive representative of Kankakee County State's Attorney's Office staff. Neither the Incumbent nor the Employer filed objections; however, the Incumbent filed an unfair labor practice charge alleging that the Employer

had violated Section 4 of the Act by, among other things, direct dealing with a unit member, providing wage increases outside of the scope of the CBA, unilaterally implementing changes to health care amidst negotiations for a successor CBA, and engaging in bad faith bargaining. The Incumbent sought to block the election until the ULP was resolved. The Executive Director decided against blocking the election, concluding that even if the allegations proved true, they would not prevent a fair election. The lengthy passage of time between the filing of the petition and the scheduled date to begin hearing on the ULP, as well as risk that the Incumbent might manipulate the blocking procedure to gain an advantage in the election, further weighed against delaying the election.

4/14/15

4th DISTRICT OPINION

Unit Clarification; Impact of 2013 Amendments

In Int'l Union Operating Engineers, Local 965 v. Ill. Labor Relations Bd. and Office of the Comptroller, 2015 IL App (4th) 140352, 31 PERI ¶ 190, the Fourth District affirmed the State Panel's decision, Office of the Comptroller, 30 PERI ¶282 (IL LRB-SP 2013) (ILRB Case No. S-UC-13-044), granting a unit clarification petition filed by the Comptroller to remove from a collective bargaining unit certain positions recently excluded from the definition of a "public employee" by the 2013 amendments to the Act. The Union argued before the Board and again on appeal that to remove the at-issue Public Service Administrators from the bargaining unit during the term of an existing collective bargaining agreement was an unlawful retroactive application of the change in law. Although the court set out the legal analysis applicable to retroactive application of changes in the law, it agreed with the Board that the unit clarification petition sought only prospective application of the amendment, which is permissible in any event. The court also found the union had waived its argument that it should have been allowed to intervene in the unit clarification proceeding, because it had not argued the point, accompanied with applicable authority, to the Board.

II. Employer Unfair Labor Practices

7/21/2014

ILRB LP

Executive Director Dismissal – Retaliation; Waiver by Settlement Agreement

In Deborah Ticey and City of Chicago, 31 PERI ¶ 36 (IL LRB-LP 2014) (Case No. L-CA-14-054), Charging Party's Union filed a class grievance against the Employer, alleging a violation of the CBA with respect to crediting of earned vacation for employees in certain job classifications, including Charging Party's, that had been recently added to the bargaining unit. The Union and the Employer eventually entered into a written settlement resolving the grievance. Charging Party subsequently filed a charge against the Employer, alleging that the settlement agreement improperly resulted in her losing vacation days to which she was entitled. The Executive Director dismissed the charge on the ground that there was no evidence that the Employer reduced Charging Party's allotted vacation earnings in retaliation for her engaging in any protected activity. The Board affirmed the Executive Director's dismissal, and went on to articulate an additional basis for dismissing the charge: the Union's clear and unmistakable waiver, as expressed in what the Board characterized as the "narrowly-crafted" language of the settlement agreement, of Charging Party's right to file a charge arising out of the same issue which was the subject of the settlement. In particular, the Board pointed to the language in the settlement agreement specifying the Union's waiver of "individual claims and charges" against the City "before any administrative agency" relative to the vacation days issue. The Board also noted that the Executive Director had found, in a companion case (L-CB-14-025), that there was no evidence that the Union had breached its duty of fair representation in entering into the settlement agreement.

10/27/14

ILRB SP

Executive Director Dismissal – Weingarten Rights

In Patrick Nelson and Chief Judge of the Circuit Court of Cook County, 31 PERI ¶ 74 (IL LRB-SP 2014) (Case No. S-CA-14-185), the Board upheld the Executive Director’s dismissal of the charge, based on the finding that Charging Party had presented insufficient evidence of a Weingarten violation to raise an issue for hearing. Charging Party’s supervisor had summoned him to a meeting to discuss a proposal that Charging Party had made at an earlier staff meeting regarding earning compensatory time for performing certain volunteer work. Prior to meeting with his supervisor, Charging Party sought the advice of his Union steward, who advised Charging Party to request a Union representative if the meeting became investigatory in nature. The Union steward then contacted the supervisor to convey Charging Party’s concerns, and the supervisor informed the steward that his presence would not be necessary because the meeting would not be disciplinary in nature. Upon arriving at the meeting, Charging Party invoked his Weingarten rights and requested union representation. The supervisor advised Charging Party that a representative was not necessary because the meeting was neither investigatory nor disciplinary in nature. When Charging Party continued to insist on union representation, the supervisor cancelled the meeting. Charging Party was not disciplined, but he filed a charge alleging that his supervisor treated him disrespectfully and that his Weingarten rights were violated. The Executive Director concluded that there was no evidence that the supervisor interrogated or solicited information from the Charging Party in derogation of his Weingarten rights, but rather cancelled the meeting.

10/27/14

ILRB SP

Executive Director Dismissal – Retaliation

In Dwayne McCann and County of Will (Land Use Department), 31 PERI ¶ 75 (IL LRB-SP 2014) (Case No. S-CA-14-189), the Board affirmed the Executive Director’s dismissal of the charge based on the finding that Charging Party’s allegations were untimely, failed to demonstrate or assert that Respondent took action against Charging Party because he had engaged in activity protected under the Act, and otherwise raised claims that were beyond the Board’s jurisdiction. Respondent discharged Charging Party for failing to obtain certification required for Charging Party to perform his duties as a building inspector. Charging Party alleged that his discharge was unlawful, that a prior recall process was improper, that Respondent had discriminated against him by failing to provide proper training and material in advance of the certification exam because of Charging Party’s race, that Respondent violated the Illinois Worker’s Compensation law, the American’s with Disabilities Act and the United States Constitution. The Executive Director concluded that allegations regarding any irregularities in the recall process or Respondent’s failure to provide Charging Party with proper training or materials for the certification exam were untimely. Although Charging Party’s claim with respect to his termination was timely, the Executive Director determined that Charging Party had failed even to allege, much less offer evidence, that the Employer took any action against him because he engaged in activity protected under the Act. The remaining claims fell outside of the scope of the Board’s jurisdiction.

11/7/14

ILRB SP

Interference; Retaliation; Discrimination; “Missing Witness” Rule

In International Union of Operating Engineers, Local 399 and Village of Stickney, 31 PERI ¶ 77 (IL LRB-SP 2014) (Case No. S-CA-12-121), the Union filed a majority interest petition on December 9, 2011, seeking to represent a unit composed of the Employer’s nine full-time maintenance workers. Ten days later, the Employer asked each maintenance worker to sign an affidavit indicating whether he supported the Union. All refused to sign. Another eight days after that, the Employer informed the three least senior maintenance workers that they were being laid off, effective at the end of the year, “due to necessary cutbacks in order to save costs.” A unanimous Board affirmed the ALJ’s recommended decision that the Employer violated Section 10(a)(1) in seeking to determine employees’ support for the Union. With one dissent, a majority of the Board also agreed with the ALJ’s conclusion that the Employer did not violate Section 10(a)(2) when it laid off the three maintenance workers because the evidence demonstrated that the layoff decision was made prior to the Employer’s becoming aware of the employees’ Union activity, and the Union therefore failed to meet its prima facie burden of demonstrating a causal connection between the protected activity and the layoff. In reaching this conclusion, the Board credited the Mayor’s un rebutted testimony that the decision to trim

the workforce for reasons of economic efficiency had been made prior to the filing of the petition, and rejected the Union's argument that an adverse inference should be drawn from the Employer's failure to call any Village trustees as corroborating witnesses regarding the date the decision was made. In rejecting the Union's argument, the Board found the "missing witness" rule inapplicable because the Mayor's uncontradicted testimony regarding the timing of the layoff decision was facially plausible, and also supported by other evidence, such that it was not unreasonable for the Employer to decline to call corroborating witnesses.

In his dissent, Member Coli stated that he would have found a 10(a)(2) violation with respect to the layoffs based on the "suspicious circumstances" attendant to the layoffs, and his determination that the Mayor's testimony was not credible, and that an adverse inference should have been drawn from the Employer's failure to call corroborating witnesses.

12/2/14

3rd DISTRICT OPINION

Retaliatory Discharge, Repudiation

In County of Bureau and Bureau County Sheriff v. Ill. Labor Relations Bd. and Policemen's Benevolent Labor Committee, 2014 IL App (3d) 130271-U, 31 PERI ¶ 87, *pet. leave to appeal denied*, 392 Ill. Dec. 365, 32 N.E.3d 673, the Third District affirmed a decision of the State Panel in Policemen's Benevolent Labor Committee and County of Bureau and Bureau County Sheriff, 29 PERI ¶163 (IL LRB-SP 2014) (Case No. S-CA-11-169), holding that (1) the Sheriff had violated the Act in dismissing a deputy for having engaged in protected activity, (2) the Union had not waived its right to file a grievance in that a contractual provision did not constitute a clear waiver, and (3) the Employer should be sanctioned for denying in its Answer matters that it clearly knew to be true. Justice McDade dissented from the first finding, not because the majority erred in its application of the relevant law, but because she was convinced the evidence showed the Union failed to make out a prima facie case of anti-union motivation or of a dual-motive situation.

12/15/14

ILRB SP

Discrimination; Retaliation; Timeliness of Charge

In Skokie Firefighters, Int'l Association of Firefighters, Firefighters Local 3033 and Village of Skokie, 32 PERI ¶ 6 (IL LRB-SP 2014) (Case No. S-CA-13-115), the Union filed a charge alleging that the Village unilaterally changed the status quo of employees' terms and conditions of employment during the pendency of interest arbitration proceedings and dealt directly with the Union's members concerning a mandatory subject of bargaining. Both allegations stem from the Respondent's decision to implement a Separation from Employment Reimbursement Agreement under which new firefighters were required to reimburse the Village for training and equipment costs if they resigned after less than two years. The State Panel affirmed and adopted the ALJ's RDO finding that the 2013 charge was untimely as it related to the unilateral change allegation because the Union reasonably should have known of that change in September 2011, when the policy was first announced. At that time, the Chief sent an email to officers and attached a memorandum outlining the new policy. The Union President received and was obligated to read this email in his capacity as a lieutenant, and was similarly obligated to review the memorandum in his capacity as Union President. Further, the Agreement's title, referenced in the email, made clear that the Village had changed employees' terms and conditions of employment. The direct dealing charge was also untimely because it was premised on assessing the lawfulness of the unilateral change which the Board had no jurisdiction to reach.

12/30/14

ILRB LP

Executive Director Dismissal Timeliness; Information Request; Retaliation

In Debra Larkins and Chicago Transit Authority, 31 PERI ¶ 110 (IL LRB-LP 2014) (Case Nos. L-CA-14-068, -069 and -080), the Board affirmed the Executive Director's dismissal of Charging Party's several claims, finding that Larkins' 2014 charges were untimely or otherwise failed to present issues for hearing. Larkins, a former CTA bus driver, had been terminated for safety violations but later reinstated pursuant to an arbitrator's award. She charged that

the Employer failed to pay interest and improperly handled tax issues in connection with her back pay award. The Executive Director determined that these charges were untimely and further failed to raise an issue for hearing because the award did not specifically include interest and the Charging Party presented no evidence to suggest that the Employer acted in retaliation for her having engaged in protected activity. Charging Party was later terminated a second time and contended that the Employer violated the Act when it failed to give her a copy of a settlement award that she thought should trigger her reinstatement. The Employer contended that it had provided the document to her but had no obligation to do so. The Executive Director determined that the Act did not obligate the Employer to provide this information to an employee, that Charging Party would not have been entitled to reinstatement under the terms of the settlement in question and that Charging Party offered no evidence or allegation that CTA's refusal to reinstate her pursuant to the settlement agreement was motivated by her having engaged in protected activity.

12/30/14

ILRB LP

Retaliation; Imputed Knowledge

In Donna Barnes and County of Cook, 31 PERI ¶ 108 (IL LRB-LP 2014) (Case No. L-CA-13-007), the Board affirmed the ALJ's finding that Respondent violated Section 10(a)(1) and (3) of the Act when it refused to rehire Charging Party to a position comparable to the one she held prior to layoff in order to retaliate against her for testifying before the Board on behalf of a union representation petition. The ALJ found no violation of the Act as a result of the County's requiring Charging Party to formally apply and interview for employment. Only the County filed exceptions to the RDO, arguing that the Respondent was unaware of Charging Party's protected activity, that it did not act with animus toward Barnes, and that if it denied Barnes a position, it did so for legitimate business reasons, and that the fact that it later recalled Barnes shows lack of animus. The Board concurred with the ALJ's application of the general proposition that a manager's or supervisor's knowledge of an employee's union activities will ordinarily be imputed to the employer absent affirmative evidence to the contrary, which the ALJ implicitly found was not presented in this case. The Board credited the ALJ's opportunity to observe witnesses and assess their credibility, rejecting Respondent's challenges to the ALJ's rationale.

Dissenting, Member Anderson indicated that he would have reversed the ALJ's finding that Respondent violated the Act principally because there had been a significant lapse of time between the Charging Party's protected activity and the alleged adverse employment action, and because alleged actions constituting adverse employment action are dramatically inconsistent with hiring protocol established, in part, by means of a federal judicial decree.

12/31/14

ILRB SP

Retaliation; Amendment of Complaint

In Metropolitan Alliance of Police, DuPage Sheriff's Police Chapter 126 and County of DuPage and DuPage County Sheriff, 31 PERI ¶ 112 (IL LRB-SP 2014) (Case No. S-CA-12-085), the Board affirmed the ALJ's dismissal of a retaliation charge finding that there was insufficient evidence that the employer transferred the employee because the employee assisted in obtaining signature cards for representation. The Board addressed the Charging Party's contention that the ALJ had overlooked an allegation of a Section 10(a)(2) violation, noting that the complaint issued after investigation alleged only a violation of Section 10(a)(1), and Charging Party filed no motion to amend the complaint. Accordingly the Section 10(a)(2) allegation was not before the ALJ or subsequently before the Board.

12/31/14

ILRB SP

Unilateral Change; Waiver

In AFSCME Council 31 and Chief Judge of the Circuit Court of Cook County, 31 PERI ¶ 114 (IL LRB-SP 2014) (Case No. S-CA-13-175), the Board affirmed the ALJ's RDO holding that the employer did not violate Sections 10(a)(4) and (1) the Act when it filled a vacant Supervisory Probation Officer position in the Bridgeview Courthouse allegedly without providing the Charging Party notice and an opportunity to bargain its effects, and without completing impact bargaining over Respondent's reorganization plan. The ALJ determined that the Respondent's reorganization plan was not a mandatory subject of bargaining; therefore, Respondent acted within its managerial

authority when it unilaterally removed the Bridgeview vacancy from that plan. Consequently, when it transferred Ortiz to Bridgeview, Respondent did not implement the reorganization plan prior to completing effects bargaining, because the Bridgeview vacancy was no longer part of that plan. The ALJ further found that the Union contractually waived its right to bargain over the Ortiz transfer because of clear and unequivocal language in the CBA giving Respondent the right to select employees for transfer to other positions.

12/31/14

ILRB SP

Compliance; Default

In Tyron McCullough and Harvey Park District, 31 PERI ¶ 113 (IL LRB-SP 2014) (Case No. S-CA-12-197-C, -201-C and -211-C), appeal pending No. 1-15-0861, the Board affirmed the ALJ's recommendation and ordered the Respondent to comply with the Compliance Officer's order. Previously, an ALJ had determined that Respondent had waived its right to a hearing, resulting in an admission of material facts alleged in the complaint. The ALJ found a violation of the Act and ordered Respondent to take specific affirmative measures. Neither party filed exceptions and the ALJ's RDO became binding on the parties. When Respondent failed to take ordered action, Charging Party filed a compliance action with the Board. The Respondent failed to comply with the Board Agent's request for information, but instead filed a motion for reconsideration of the initial order. That motion was denied, and a Compliance Order issued directing the Respondent to comply fully with the Board's Order. Respondent argued that the Board lacked subject matter jurisdiction because Charging Party is a supervisor and therefore lacked standing to bring the original charges. Charging Party contended that his entitlement to protection as a public employee under the Act was among the allegations in the Complaint to which Respondent had admitted as a consequence of failing to file a timely answer. The Board determined that Respondent's failure to seek administrative review of the Board's earlier decision precluded it from attacking that decision in this subsequent compliance action.

1/2/15

ILRB SP

Retaliation; Remedy

In Barbara A. Martenson and County of Boone and Boone County Sheriff and Barbara A. Martenson and Int'l Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Local 1761, 31 PERI ¶ 120 (IL LRB-SP 2015) (Case No. S-CA-11-255 and S-CB-11-063), the Board affirmed the ALJ's finding that the Union had not violated Section 10(b)(1) of the Act by its actions relating to discipline imposed on Charging Party, but that the Employer had violated the Act by imposing a gag order that proscribed Charging Party and other employees from discussing disciplinary investigations and related interviews. The Board slightly modified the ALJ's rationale as well as the remedy. The Board determined that the Charging Party's exception to the ALJ's determination that there was "no evidence" that the Union had retaliated against Martenson had merit; however, while the Board acknowledged that there was "some evidence" of retaliation, it maintained that the totality of the evidence was insufficient to establish Union retaliation. Further, the Board clarified that Martenson was not entitled to make whole relief because the record did not establish that the absence of the Employer's gag order would have impacted her disciplinary hearing so that she would not have been terminated.

1/16/15

ILRB LP

Retaliation; Adverse Action

In Chris Logan and City of Chicago, 31 PERI ¶ 129 (IL LRB-LP 2015) (Case No. L-CA-12-041), the Board reversed the ALJ's finding of a violation of the Act. The ALJ found that the City of Chicago did not violate Section 10(a)(1) of the Act when it held an initial (2011) pre-disciplinary meeting with Logan and recommended that the charge be dismissed; however, the ALJ found that the City violated Sections 10(a)(3) and (1) when it issued Logan notice of a second pre-disciplinary meeting in 2012 in retaliation for bringing the instant charge. The Board rejected Respondent's argument that the second charge was moot simply because Respondent did not proceed with discipline or even with the meeting, finding that the possible violation is in giving the Notice itself. The Board, however, did determine that the 2012 Notice was legally insufficient to sustain the alleged charge. The Notice is not an adverse action under Section 10(a)(3) because there was no qualitative change in or actual harm to Charging Party's terms and

conditions of employment. Thus, the element requiring that the Employer take adverse action against the Employee was not satisfied.

Dissenting, Local Panel Chairman Robert Gierut stated that he would have found a violation of the Act under the circumstances presented in that the clear and intended chilling effect of the second notice constitutes an adverse employment action, and a pro se party should not be hindered in the exercise of his rights under the Act.

1/26/15

ILRB SP

Executive Director Dismissal – Dubo Deferral

In AFSCME Council 31 and State of Illinois, Department of Central Management Services, 31 PERI ¶ 142 (IL LRB-SP 2015) (Case No. S-CA-14-142), the Board affirmed the Executive Director's Order deferring a charge in which AFSCME alleged that CMS violated Section 10(a) of the Act by making unilateral changes to health benefits during the term of a collective bargaining agreement. In its appeal of the Deferral to Arbitration, AFSCME conceded the first two criteria under the Dubo analysis, but challenged the third prong (there exists a reasonable chance that the arbitration process will resolve the dispute), arguing that the grievance did not present an identical issue to that before the Board. By focusing on the allegations in both the unfair labor practice charge and in the grievance, as well as the contractual provisions, the Board concluded that there was a clear possibility that an arbitration award would eliminate the Board's need to issue any remedy, and that the potential efficiencies of deferral were increased by the fact that the arbitration hearing already had been scheduled, while revoking the deferral for issuance of a complaint would not lead to the Board hearing the matter for quite some time.

1/26/15

ILRB SP

Permissive Subject; Interest Arbitration

In Wheaton Firefighters Union, Local 3706, IAFF and City of Wheaton, 31 PERI ¶ 131 (IL LRB-SP 2015) (Case No. S-CA-14-067), appeal pending No. 1-15-0552, a majority of the Board's State Panel upheld a decision by an ALJ to dismiss an unfair labor practice charge that alleged that the City refused to bargain in good faith when it submitted a permissive bargaining proposal to an interest arbitrator. In so holding, the Board affirmed its prior decision in Village of Bensenville, 14 PERI ¶ 2042 (IL LRB-SP 1998), in which it held that "mere submission to an interest arbitrator of a contract proposal pertaining to a permissive subject of bargaining does not violate the statutory duty to bargain in good faith." The Board reiterated its earlier observation that Section 1230.90(k) of the Board's Rules provides a mechanism by which a party may prevent an arbitrator's consideration of an allegedly permissive subject of bargaining, which cures any adverse impact from its submission. The Board rejected the Union's reliance on the Board's more recent decisions in Village of Wheeling, 17 PERI ¶ 2018 (IL LRB-SP 2001) and Village of Midlothian, 29 PERI ¶125 (IL LRB-SP 2013), in which the Board found that the respondents unlawfully bargained to impasse on a permissive subject of bargaining in the interest arbitration context. The Board reasoned that the cases did not squarely address the matter before the Board in Village of Bensenville because they focused on the nature of the particular bargaining proposal and not the precise topic of whether submission of a permissive subject of bargaining to an interest arbitrator constitutes an unfair labor practice.

The Board also accepted the ALJ's determination that the Respondent's proposal on health care addressed a permissive subject of bargaining because it sought the Union's waiver of its right to midterm bargaining over unforeseen changes to its members' health care benefits, and granted the Respondent unfettered discretion to make such midterm changes.

Chairman Hartnett dissented from the majority's decision to rule on the case without the benefit of oral argument. While he espoused no substantive disagreement with the ALJ's RDO, he was left with additional questions concerning the nature of the Respondent's health care proposal, which oral argument could have answered.

1/27/15

ILRB SP

Executive Director Dismissal – Timeliness

In Baldemar Ugarte Avila and State of Illinois, Department of Central Management Services, 31 PERI ¶ 135 (IL LRB-SP 2015) (Case No. S-CA-15-042), *appeal dismissed* 1st Dist. Case No. 1-15-0368, *pet. leave to appeal denied* Sup. Ct. Case No. 119529, the Board affirmed the Acting Executive Director's Dismissal of the allegation that the Employer violated the Act when it denied Charging Party's request for a work accommodation. The complained-of conduct is protected by a statute other than the Illinois Public Labor Relations Act, and is beyond the scope of the Board's authority to consider. Further, even if the Board had jurisdiction, the charge was not filed within the applicable six-month limitations period. The charge was filed on October 1, 2014; Charging Party was aware of the Employer's denial of the accommodation request no later than January 2003.

1/27/15

ILRB SP

Executive Director Dismissal – Bad Faith

In Byron Fire Protection District and Byron Firefighters, Int'l Association of Firefighters, Local 4775, 31 PERI ¶ 134 (IL LRB-SP 2015) (Case No. S-CA-14-251), the Board affirmed the Executive Director's Dismissal and denied the Union's motion to defer to arbitration. The charge stemmed from Respondent's denial of a retiree's request for contribution to health insurance premiums. The Respondent denied the request on the basis that the retiree was not enrolled in Respondent's health plan. The Union grieved the decision but failed to file a timely request for arbitration. The Union filed the instant charge; however, the Executive Director dismissed it observing that the Union had pled no more than a breach of contract claim and failed to raise issues of fact or law for hearing on an alleged repudiation. The Board concurred, noting the complete absence of any evidence of Respondent's bad faith. The Board denied the motion for deferral as untimely because it was not filed during the investigation of the charge.

2/13/2015

ILRB SP

Executive Director Dismissal – Request to Reopen

In Troopers Lodge #41, Fraternal Order of Police and State of Illinois, DCMS (State Police), 31 PERI ¶ 44 (IL LRB-SP 2015) (Case No. S-CA-13-148), the Board affirmed the Executive Director's Dismissal of a charge alleging that CMS violated Section 10(a) of the Act. On December 13, 2013, following investigation of the charge, the Executive Director ordered this matter deferred to arbitration. The Order specified that within 15 days after completion of the arbitration process, Charging Party may request that the Board reopen the case. The Charging Party submitted the Arbitrator's award to the Board on September 5, 2014, but never made a request to reopen the case at any time before the dismissal issued on December 5, 2014.

3/11/2015

ILRB SP

Executive Director Dismissal – Repudiation

In Policemen's Benevolent and Protective Association, Unit No. 5 and City of Springfield, 31 PERI ¶ 158 (IL LRB-SP 2015) (Case No. S-CA-15-056), the Board upheld the Executive Director's Dismissal of the Union's charge that the City engaged in unfair labor practices by repudiating the parties' Memorandum of Understanding, which required Respondent to expunge certain disciplinary records of disciplinary action after four years. The Board had previously dismissed the City's charge against the Union alleging that the Union negotiated the MOU in bad faith when it 1) negotiated a memorandum of understanding modifying language in the parties' CBA addressing the City's obligation to expunge disciplinary records; and 2) subsequently refused to renegotiate the agreement after the parties executed it. In the instant case, during the course of subsequent litigation over a FOIA request initiated by a third party, it was discovered that some documents that should have been expunged under the MOU or CBA had not yet been destroyed, and the Union filed a grievance citing the City's failure to abide by the CBA and MOU. Charging Party asserts that since the grievance was filed, the City has unjustifiably stopped moving forward with expunging files. The City contended that there were ongoing investigations about the City's retention policies and that it was not moving forward with the destruction of any files because the investigations might lead to litigation that would require the use of those

files. However, the charge was dismissed as untimely because the Union had become aware of the City's failure to expunge the files in accordance with the MOU more than six months before it filed the instant charge.

3/11/2015

ILRB SP

Failure to Bargain

In Metropolitan Alliance of Police, Chapter 117 and Village of Steger, 31 PERI ¶ 157 (IL LRB-SP 2015) (Case No. S-CA-14-097), the Board upheld and adopted the ALJ's recommended decision, dismissing MAP's charge that the Village of Steger violated Sections 10(a)(4) and (1) by closing a 911 dispatch center and subcontracting the work of bargaining unit dispatchers without providing the Union notice or an opportunity to bargain over its decision. Here, the Village conceded that the subcontracting in question presented a mandatory subject of bargaining. The ALJ found that the Village gave the Union actual notice more than two months before the final outsourcing decision was made, and that the Village advised the Union that it was having financial problems and estimated the amount of savings to be realized by outsourcing. Further, the Union had a meaningful opportunity to bargain. Based on the totality of the Village's conduct, the ALJ rejected the Union's contention that the Village was unwilling to bargain. Even though the Union demanded to bargain, it did not appear from the record that the Union provided the Village with bargaining dates, a counterproposal, or a request for information in order to draft a counterproposal; thus, the Village was warranted in assuming the Union had abandoned any desire for further negotiations.

3/13/2015

ILRB SP

Executive Director Dismissal – Direct Dealing

In American Federation of State, County and Municipal Employees, Council 31 and County of Kankakee and Kankakee County State's Attorney, 31 PERI ¶ 160, (IL ILRB-SP 2015) (Case No. S-CA-15-058), the Board affirmed the Executive Director's Partial Dismissal of the charge. AFSCME filed an unfair labor practice charge alleging that Respondent had violated Section 10(a)(4) of the Act by: 1) direct dealing with a bargaining unit member; 2) providing a wage increase outside of the CBA without negotiating with Charging Party; 3) unilaterally implementing health insurance changes amidst negotiations for a successor contract without notice or opportunity to bargain; and 4) engaging in regressive and overall bad faith bargaining. The Executive Director issued a complaint on the third and fourth allegations but dismissed the first and second allegations. The employee who was the subject of the direct dealing and wage increase allegations is a bargaining unit member who had recently filed a petition to decertify the incumbent union. The Executive Director determined that during the investigation, that employee provided documentation that negated the Unions' allegation of direct dealing with her and that the Union otherwise failed to raise an issue for hearing on its allegation of direct dealing and providing a wage increase outside the scope of the CBA. The Board's Order is titled "Corrected Decision and Order" simply because the initial decision listed one incorrect date and omitted another.

3/31/2015

ILRB LP

Retaliation; Dual Motive

In Pamela Mercer and County of Cook and Sheriff of Cook County, 31 PERI ¶ 17 (IL ILRB-LP 2015) (Case Nos. L-CA-14-009 and 063), appeal pending No. 1-15-1258, the Board affirmed the ALJ's RDO finding that the Respondents did not violate Sections 10(a)(3) and (1) of the Act when they assigned Mercer to Post 1 for four hours, denied Mercer premium pay, and issued her a 10-day suspension. Mercer failed to show how her brief assignment to Post 1, just 20 feet away from her usual location, caused her to suffer any real harm. Even if the assignment did constitute an adverse employment action, it was too far removed from the protected activity that had occurred a full year earlier. As to the denial of premium pay, in addition to the same proximity issues, Mercer failed to prove that the premium pay decision-maker knew she had engaged in protected activity, and Mercer failed to establish that Respondents granted premium pay to similarly-situated employees. Finally, the ALJ determined that Mercer's refusal to discipline her subordinates for observed rule violations was a compelling reason for Respondents' imposing the suspension.

4/28/2015

ILRB SP

Duty to Bargain; Sanctions

In Illinois Council of Police and Village of Elburn, 31 PERI ¶ 194 (IL ILRB-SP 2015) (Case No. S-CA-14-057), the Board affirmed the ALJ's recommendation dismissing the Complaint, and specifically noted that the ALJ properly declined to address Charging Party's motion for sanctions, which consisted of a single unsupported sentence and failed to conform to Board Rule 1220.90(d). Further the ALJ found no violation of the duty to bargain in this case where Respondent failed to fill a vacancy but instead assigned full-time work to part-time employees, recognizing that the Employer's part-time police officer position was not new and had been used in a similar supplementary capacity for many years.

4/28/2015

ILRB LP

Retaliation; Protected Activity

In Frank Marasco and Oak Brook Park District, 31 PERI ¶ 193 (IL LRB-SP 2015) (Case No. S-CA-13-075), the Charging Party argued that the Park District had violated Section 10(a)(1) of the Act when it discharged him in retaliation for his protected concerted activity. The ALJ recommended dismissal of the complaint, and the Board adopted the ALJ's recommendation finding the Charging Party had not engaged in concerted activity. In short, the Charging Party had voiced concerns to several Park District supervisors about the Park District's recent termination of several employees. Although the Charging Party's actions were largely selfless, the evidence did not establish that the Charging Party had ever discussed his concerns with other employees or establish that he was voicing true group concerns. As such, his conduct was not concerted as required by the Act.

7/21/2015

ILRB SP

Executive Director Dismissal - Unilateral Change During Bargaining

In Metropolitan Alliance of Police, Grundy County Civilians, Chapter 693 and County of Grundy, 32 PERI ¶ 26 (IL ILRB-SP 2015) (Case No. S-CA-15-045), appeal pending No. 3-15-0574, the Board affirmed the Executive Director's partial dismissal, which dismissed the portion of the charge alleging that Respondent violated the Act by dismissing an at-will employee while the parties were in negotiations for an initial contract. The Executive Director determined that the County's Personnel Manual established at-will employment as the status quo pending negotiations. Consequently, there was insufficient evidence of an unlawful unilateral change during bargaining.

8/10/2015

ILRB SP

Retaliation; Transferring Bargaining Unit Work

In Policemen's Benevolent and Protective Association, Unit 14 (Patrol) and City of Alton, 32 PERI ¶ 30 (IL ILRB-SP 2015) (Case No. S-CA-15-103), the Board upheld the Executive Director's Dismissal of the Union's charge alleging that the Employer violated Sections 10(a)(2) and (3) of the Act when it transferred a bargaining unit member and Union Treasurer to the Patrol Division in retaliation for a letter he had drafted protesting Respondent's decision to change training policies. Respondent contended that the member was transferred because he was the least senior employee. Ultimately, the Executive Director dismissed the charge because Charging Party failed to respond to the Board agent's directive to produce any evidence that the Chief of Police had knowledge of the letter in question before the transfer. Accordingly, the available evidence was not sufficient to raise an issue for hearing.

8/31/2015

ILRB SP

Permissive Subject; Interest Arbitration

In Skokie Firefighters Local 3033, IAFF and Village of Skokie, 32 PERI ¶ 50 (IL ILRB-SP 2015) (Case No. S-CA-14-053), appeal pending No. 1-15-2478, the Board affirmed an ALJ's dismissal of an unfair labor practice charge that alleged that the Village refused to bargain in good faith when it submitted a permissive bargaining proposal to an interest arbitrator. The ALJ initially determined that she had authority to dismiss a Complaint without a hearing under the Board's rules, where the Board's precedent had changed after the Complaint had issued. On the merits, she found that the Complaint failed to state a claim when read in light of the Board's intervening decision in City of Wheaton, 31 PERI ¶ 131 (IL LRB-SP 2015). In City of Wheaton, the Board held that a respondent's mere submission of a permissive bargaining subject to an interest arbitrator does not violate the Act. The Complaint before the ALJ alleged that the Respondent violated the Act simply by submitting a permissive bargaining proposal to an interest arbitrator. The ALJ concluded without a hearing that the Complaint failed to state a claim under the Board's decision in City of Wheaton, and the Board affirmed her rationale.

9/28/2015

ILRB LP

Timeliness; Duty to Bargain Unilateral Change

In Service Employees International Union, Local 73 and County of Cook, 32 PERI ¶ 68 (IL ILRB-LP 2015) (Case No. L-CA-12-062), appeal pending No. 1-15-3032, the Union alleged that Respondent violated Sections 10(a)(4) and (1) of the Act when it unilaterally imposed new licensing and educational requirements for unit employees holding the titles of Mental Health Specialist I and Mental Health Specialist Senior. A primary function of employees in these titles was to screen arriving Cook County Jail inmates for mental health problems. Incident to this case, the U.S. Attorney General had filed suit against Cook County alleging civil rights violations as a consequence of the County's failure to provide adequate mental health screening at the jail. A subsequent Agreed Order set forth improvements that the County was required to make in its mental health services. Respondent developed a plan to transition its mental health professionals to an all-licensed staff to help achieve compliance with the Agreed Order, which included modifying the educational and licensing requirement for the title Mental Health Specialist II position and eliminating the other positions that did not require these higher qualifications. Respondent afforded incumbents an opportunity to acquire the credentials necessary to transition into the higher-level position. The ALJ determined that the charge (filed on April 19, 2012) was untimely because the Union knew or should have known of the Employers decision to transition to an all-licensed staff as early as October 19, 2010. The Board agreed that the charge was untimely, but found that the ALJ imputed knowledge to the Union earlier than appropriate. The Board held instead that the Charging Party had reason to know of a sufficiently definite change only as of September 15, 2011, when Respondent's attorney informed the Union President that Respondent would terminate incumbents of unlicensed positions, but that those employees could remain employed if they began to pursue the additional requirement by November 1, 2011.

The Board rejected the Union's contention that the limitations period runs from the Respondent's latest refusal to bargain over its decision or that Respondent's decision to extend the deadline for implementation otherwise extended the limitations period. The Board further noted that even if the Union had filed a timely charge, it would have dismissed the case on the merits because Respondent's decision was not a mandatory subject of bargaining, finding that under the Central City test, Respondent's decision clearly impacted a central matter of managerial authority and that the burdens of bargaining over the transition to an all-licensed mental health staff serving jail inmates whose related civil rights had already been deemed impaired, outweighed the benefits of bargaining to the decision-making process.

9/28/2015

ILRB LP

Timeliness; Duty to Bargain Unilateral Change

In International Brotherhood of Teamsters, Local 700 and Illinois FOP Labor Council and County of Cook and Sheriff of Cook County, 32 PERI ¶ 69 (IL ILRB-LP 2015) (Case No. L-CA-13-055), appeal pending, No. 1-15-2993, Teamsters argued the County had violated Sections 10(a)(4) and (1) of the Act by unilaterally implementing a new

work policy without bargaining with Teamsters to agreement or impasse. The County's new policy addressed its employees' relationships with gangs and gang members. The ALJ found the new gang policy was a mandatory subject of bargaining and that the County had violated the Act by unilaterally implementing the policy without bargaining. A majority of the Board reversed the ALJ's recommendation concluding the gang policy was not a mandatory subject of bargaining. Contrary to the ALJ, the majority found the gang policy was a matter of inherent managerial authority as there was a strong connection between the widespread gang problem and the County's need to provide safety. The majority also concluded that the burden of bargaining on the County's managerial authority far outweighed any benefit of bargaining over the policy. Member Lewis dissented from the majority's reversal of the RDO with respect to the gang policy. He stated that the while he understood the County's need to limit its employees' association with gangs, the County had failed to demonstrate that bargaining over the policy would impair its ability to carry out its statutory mission.

Teamsters also alleged that the County had violation Section 10(a)(1) of the Act by maintaining a rules of conduct policy that interfered or coerced with employees' rights under Section 6. At the same time the County created the gang policy, it altered its rules of conduct policy to include language regarding social media. The ALJ found the policy was overly broad in violation of 10(a)(1), but the Board reversed. The Board found the rules of conduct policy had existed without mention of social media for some time without complaint. Further, the Board found that the new social media language had not substantively changed the conduct proscribed by the policy. Thus, the Board concluded that no reasonable employee would believe the rules of conduct policy with the social media language included actually prohibited employees from exercising the rights guaranteed by the Act.

9/29/2015

ILRB LP

Mandatory Bargaining; Unilateral Change

In International Brotherhood of Teamsters, Local 700 and Illinois FOP Labor Council and County of Cook and Sheriff of Cook County, 32 PERI ¶ 70 (IL ILRB-LP 2015) (Case No. L-CA-14-016), appeal pending, No. 1-15-3015, Teamsters alleged the County had violated Sections 10(a)(4) and (1) of the Act by unilaterally changing its secondary employment policy. Using the Central City test, the ALJ found, and the Board agreed, that the altered secondary employment policy was a mandatory subject of bargaining. In concluding the first Central City prong was met, the ALJ found the policy impacted employees' terms and conditions of employment as the changes in the policy subjected employees to additional discipline and impaired their reasonably anticipated work opportunities. Next, the ALJ concluded the County had failed to establish the policy was a matter of its inherent managerial authority as required by the second prong of the Central City test. Even assuming the County had met the second prong, the ALJ concluded the burden of bargaining on the County did not outweigh the benefits of bargaining over the policy. In essence, the evidence did not establish that bargaining over the proposed changes to the policy would diminish the County's ability to effectively perform its statutory duties or governmental mission. As such, the ALJ concluded and the Board agreed that the secondary employment policy was a mandatory subject of bargaining and that the County had violated Section 10(a)(4) and (1) by failing to bargain over those changes.

III. Union Unfair Labor Practices

10/27/14

ILRB SP

Executive Director Dismissal – Duty of Fair Representation

In Dwayne McCann and AFSCME Council 31, 31 PERI ¶ 76 (IL LRB-SP 2014) (Case No. S-CB-14-025), appeal pending, No. 4-14-1005, Charging Party, a Building Inspector, was discharged for failing to obtain certifications necessary to perform his job. The Union filed a grievance on Charging Party's behalf, which it processed through three grievance steps. Based on the Employer's explanation that Charging Party had failed the licensing exam despite having been given every opportunity by the Employer to prepare for and pass the exam, the Union elected not to pursue Charging Party's grievance to arbitration. The Executive Director dismissed Charging Party's charge against the Union, finding that, although Charging Party alleged that the Union's handling of his grievance was incompetent,

inefficient and ineffective, he failed to provide any evidence to show that the Union's decision not to pursue his grievance to arbitration was based on any animus toward Charging Party. The Executive Director also noted that Section 6(d) affords wide latitude to unions in determining which grievances to process to arbitration. The Board affirmed the Executive Director's dismissal.

11/7/14

ILRB SP

Duty to bargain in good faith; Motion to Strike

In Tri-State Fire Protection District and Tri-State Professional Firefighters Union, Local 3165, 31 PERI ¶ 78 (IL LRB-SP 2014) (Case No. S-CB-13-033), *appeal denied* 2015 IL App (1st) 143418-U. In the course of 2012 negotiations for a successor CBA, the District filed an unfair labor practice charge contending that the Union refused to bargain in good faith in violation of Section 10(b)(4) of the Act, when it (1) failed and refused to meet at reasonable times and places with the Employer's representatives and (2) failed to appoint representatives with sufficient authority to negotiate a successor CBA in good faith. Finding no merit to Respondent's exceptions, the Board affirmed the ALJ's conclusion that the Union had failed and refused to bargain in good faith in violation of the Act. The Board also modified the recommended remedy to correct technical deficiencies and to affirmatively require the Union, at the request of the Employer, to bargain in good faith in the future, despite the fact that the parties had already proceeded through interest arbitration.

12/22/14

ILRB SP

Executive Director Dismissal – Repudiation

In City of Rockford and Policemen's Benevolent and Protective Association, 31 PERI ¶ 106 (IL LRB-SP 2014) (Case No. S-CB-14-033), *Appeal dismissed* 2nd Dist. Case No. 2-15-0043, the Board upheld the Executive Director's Dismissal of the City's unfair labor practice charge asserting that the Union had violated Sections 10(b)(1) and (2) when it filed a complaint with the City's Board of Fire and Police Commissioners alleging that the City's Chief of Police had violated various departmental rules. The City asserts that the subject of the complaint against the Chief should have been resolved via the CBA's grievance process because it was really a matter "concerning the interpretation of, application of, or compliance with the terms of this Agreement," bringing it under the ambit of the CBA's grievance procedure. The City contends that the Union's decision not to pursue this matter via the grievance process violated the CBA and restrained or coerced the Chief in the exercise of his managerial rights. The Executive Director concluded that the City presented no evidence or argument to support its assertion that the Chief of Police is a public employee under the Act and further failed to present evidence that the Chief had been restrained or coerced in his exercise of any rights as a consequence of the Union's decision not to file a grievance over the issue in question.

12/30/14

ILRB LP

Executive Director Dismissal – Duty of Fair Representation

In Debra Larkins and Amalgamated Transit Union, L-CB-14-035 31 PERI ¶ 111 (IL LRB-LP 2014) (Case Nos. L-CB-14-030, -034 and -035), the Board affirmed the Executive Director's dismissal finding that Larkins' charges failed to establish a violation of the Act where she presented no evidence of any personal bias or invidious motive for the Union's failure to process her grievances in a more timely fashion. Moreover, Larkins failed to present evidence that the Union's decision to postpone the arbitration of the grievance over her termination was based on vindictiveness, discrimination, or enmity. Finally, the Union's failure to provide Larkins with a copy of a settlement agreement it determined was not applicable to her situation was not a violation of the Act.

1/7/15

ILRB LP

Retaliation; Animus

In Darryl Spratt and Amalgamated Transit Union, Local 241, 31 PERI ¶ 121 (IL LRB-LP 2015) (Case No. L-CB-09-066), the Board affirmed the ALJ's recommendation dismissing Spratt's Complaint alleging that Respondent violated Section 10(b)(1) by refusing to advance a 2008 grievance on his behalf because in 2005 Spratt had supported a different candidate than the incumbent union president. Initially, the Union failed to file a timely answer and requested a variance. After oral argument, the State Panel reversed the ALJ's initial denial of a variance, allowed the Respondent's answer and remanded for hearing. Subsequently, the ALJ recommended the Complaint be dismissed, finding that there was insufficient evidence to demonstrate that the Union's determination not to advance Spratt's grievance (or to promptly inform him of that decision) was motivated out of animosity arising out of Spratt's 2005 campaign activity, particularly where the only purported evidence of animus was Spratt's unsupported and inconsistent testimony of a single statement attributed to the Union President. The Board rejected Charging Party's contention that the ALJ should have amended the Complaint *sua sponte* to include an additional claim concerning the Union's failure to keep him informed as to the status of his grievance. The Board noted that Spratt did not seek to amend his Complaint and that the ALJ was under no obligation to do so. Nonetheless, the Board observed that the addition of such allegations would not have impacted the outcome.

1/26/15

ILRB LP

Executive Director Dismissal – Duty of Fair Representation

In Ricardo Gonzalez and Amalgamated Transit Union, Local 241, 31 PERI ¶ 130 (IL LRB-LP 2015) (Case No. L-CB-14-033), the Board affirmed the Executive Director's Dismissal of Charging Party's allegation that Respondent breached the duty of fair representation when it allegedly did not do enough to prosecute his grievance, leaving him vulnerable to future discipline because past discipline remained on his employment record. The investigation revealed no evidence that Respondent had taken any type of adverse action against the Charging Party. At that time, Respondent had filed three grievances on Charging Party's behalf, two of which had been moved to arbitration and third was pending at a lower level in the grievance procedure. Further, the investigation demonstrated no evidence that Respondent harbored any type of animus for the Charging Party, further warranting dismissal.

1/26/15

ILRB SP

Executive Director Dismissal – Duty of Fair Representation

In Monica Barry and AFSCME Council 31, 31 PERI ¶ 133 (IL LRB-SP 2015) (Case No. S-CB-15-002), the Board affirmed the Executive Director's Dismissal of Barry's charge that AFSCME had violated its duty of fair representation because it had failed to attain a reasonable accommodation from Barry's employer, Illinois Department of Corrections. Barry took a medical leave of absence contending that she could not work because of asthma and exposure to pepper spray. Barry filed a grievance seeking a medical accommodation that would permit her to use a gas mask to avoid exposure to certain asthma "triggers." The grievance proceeded to step 3 and then IDOC and the Respondent agreed that the dispute was a medical issue that should be submitted for a determination under the Americans with Disabilities Act. In her accommodation request, Barry asked for transfer to another facility or permanent reassignment at her present location. IDOC eventually denied Barry's request for accommodation and AFSCME declined to initiate a second grievance, which was within AFSCME's discretion under Section 6(d). In the absence of any evidence that Respondent acted with bias or with a discriminatory motive, Barry's charge failed to raise an issue for hearing.

1/27/15

ILRB SP

Executive Director Dismissal – Timeliness

In Baldemar Ugarte Avila and AFSCME Council 31, 31 PERI ¶ 136 (IL LRB-SP 2015) (Case No. S-CB-15-004), *appeal dismissed* 1st Dist. Case No. 1-15-0368, *pet. leave to appeal denied* Sup. Ct. Case No. 119529, the Board affirmed the Acting Executive Director's Dismissal of the allegation that the Union violated the Act when it settled

Charging Party's grievance allowing him to resign in lieu of discharge, because the charge was not filed within the applicable six-month limitations period. The charge was filed on October 1, 2014. Charging Party was aware of the grievance settlement no later than January 2003.

2/13/2015

ILRB SP

Executive Director Dismissal – Bad Faith Bargaining

In City of Springfield and Policemen's Benevolent and Protective Association, Unit No. 5, 31 PERI ¶ 145 (IL LRB-SP 2015) (Case No. S-CB-14-008), the Board upheld the Executive Director's Dismissal of City of Springfield's charge that Respondent engaged in unfair labor practices when it 1) negotiated a memorandum of understanding modifying language in the parties' CBA addressing the City's obligation to expunge disciplinary records, and 2) subsequently refused to renegotiate the agreement after the parties executed it. In April 2013, the parties executed an MOU that reduced the retention period for some internal disciplinary files. During the course of subsequent litigation over a FOIA request initiated by a third party, it was discovered that some documents that should have been expunged under the MOU or CBA had not yet been destroyed, and the Union filed a grievance citing the City's failure to abide by the CBA and MOU. In turn, the City filed the instant charge seeking to have the Board invalidate the MOU before Respondent could attempt to arbitrate enforcement of the MOU. The Board rejected the City's argument that the Union had negotiated in bad faith because the City's participants to the MOU were not authorized to negotiate that agreement, the Union knew or should have known that the MOU required City Council ratification and the MOU involved an illegal subject of bargaining. As to the latter, the City points to the local record retention law which mandates retention of some records beyond what is agreed to in the MOU. In rejecting the City's arguments, the Executive Director noted that this MOU was negotiated by City representatives, including the Chief of Police and an Assistant Corporation Counsel. There was evidence that the Union had negotiated MOUs with the Chief on other occasions and no evidence that the Union knew or should have known that the City's representatives for this negotiation lacked authority to enter into this MOU. In rejecting the City's argument that the MOU involved a prohibited subject of bargaining, the Executive Director noted that there was nothing inherently illegal about the removal of disciplinary records, that the current CBA included such language, and that the Local Records Commission had the discretion to approve applications requesting expungement of records.

2/23/2015

ILRB LP

Executive Director Dismissal – Duty of Fair Representation

In Ronald Stubbs and Amalgamated Transit Union, Local 241, 31 PERI ¶ 153 (IL LRB-LP 2015) (Case No. L-CB-15-016), the Board affirmed the Executive Director's Dismissal of the charge that the Union had violated Section 10(b) of the Act by failing to pursue Charging Party's grievance to arbitration. The Executive Director found that Charging Party failed to present evidence or otherwise assert that the Union's conduct was motivated by animus or another discriminatory motive.

4/28/2015

ILRB LP

Executive Director Dismissal - Timeliness

In Brian K. Jones v. Amalgamated Transit Union, Local 241, 31 PERI ¶ 192 (IL ILRB-SP 2015) (Case No. L-CB-15-004), the Board affirmed the Executive Director's Dismissal of a charge alleging that the Respondent engaged in misconduct by not processing Charging Party's grievance, which may have been in retaliation for Charging Party's having participated in an effort to remove the Local President. Charging Party failed to provide information requested by the Board Agent investigating the charge; however, the events that gave rise to the charge occurred outside the six-month limitation period provided by the Act, even if measured from Charging Party's last conversation with a Union representative concerning the status of his grievance.

4/29/2015

ILRB SP

Executive Director Dismissal - Timeliness; Duty of Fair Representation

In William Friend and American Federation of State, County and Municipal Employees, Council 31, 31 PERI ¶ 196 (IL ILRB-SP 2015) (Case No. S-CB-15-011), the Board affirmed the Executive Director's Dismissal of Charging Party's allegation that the Union violated the Act by the manner in which it processed a grievance filed in connection with Charging Party's termination, following an investigation of a co-worker's accusation of sexual harassment. The Executive Director found that certain of Charging Party's allegations were outside the limitations period and, as to the remaining allegations, he could not proffer evidence sufficient to meet the intentional misconduct standard required to establish a violation of the duty of fair representation under Section 10(b)(1) of the Act. Indeed, the available evidence demonstrated that the Union pursued Charging Party's grievance to arbitration. Charging Party's dissatisfaction with the manner in which the Union represented him, absent a showing that the Union's conduct appears to have been motivated by vindictiveness, discrimination or enmity, was not sufficient to raise an issue for hearing.

9/13/2015

1st DISTRICT OPINION

Failure to Bargain in Good Faith; Appropriate Remedy; Interest Arbitration

In Tri-State Professional Firefighters Union, Local 3165, IAFF v. Ill. Labor Relations Board, et al., 2015 IL App (1st) 143418, __ PERI ¶ __, the First District affirmed the State Panel's finding, Tri-State Professional Firefighters Union, Local 3165, IAFF, 31 PERI ¶ 78 (IL LRB-SP 2014) (ILRB Case No. S-CB-13-033), that the Union engaged in bad faith bargaining by failing to meet at reasonable times and failing to appoint negotiators with the authority to bargain. The State Panel's remedy included a posting requirement and an affirmative bargaining order returning the parties to the *status quo ante* which also directed the parties to, at the District's request, return to the table. The Union appealed, arguing, among other things, that the Board was not empowered to vacate the award subsequently issued by the arbitrator who presided over the interest arbitration that commenced between the parties while the ULP was pending.

The First District affirmed the Board's decision and order finding that the Board correctly found that the Union engaged in bad faith bargaining, appropriately considered facts outside the statutory limitations period in assessing the timely charge, and crafted a remedy that was squarely within the Board's "principle purpose" of putting the parties in the "same position they would have been had the charged party not acted in bad faith." In response to the Union's argument that the Board was without authority to vacate the interest arbitration award, the Court found "no merit in [the] bald assertion that the interest arbitration which took place in this cause must stand simply because it took place." Instead, the Court found no authority that would limit the "Board's substantial flexibility and wide discretion in determining its own appropriate remedies."

IV. Procedural Issues

12/16/2014

1st DISTRICT OPINION

Deferral; Default Dismissal

In Joseph McGreal v. Ill. Labor Relations Bd., Metro. Alliance of Police, Village of Orland Park and Dennis Stoia, 2014 IL App (1st) 133635, 31 PERI ¶ 90, the First District affirmed a decision of the State Panel in Village of Orland Park, 30 PERI ¶ 114 (IL LRB-SP 2014), (Case No. S-CA-10-167), affirming the Executive Director's dismissal of the matter after neither party sought to reopen the matter following the arbitration to which the unfair labor practice had been deferred.

On appeal, McGreal argued that the selected arbitrator lacked authority to preside over the arbitration. The court held that the parties to the collective bargaining agreement had waived the requirement that the arbitrator belonged to the National Academy of Arbitrators; therefore, it affirmed the Board's dismissal.

2/3/2015

ILRB LP

Compliance; Sanctions

In Wayne Harej and Fraternal Order of Police, Lodge 7, 31 PERI ¶ 137 (IL LRB-LP 2015) (Case No. L-CB-12-032-C), the Board affirmed the Compliance RDO and ordered Respondent to pay reasonable litigation expenses incurred by Charging Party. This compliance case initiated after Respondent failed to answer the underlying Complaint, to file exceptions from the resulting default recommended by the ALJ, to file a petition for Administrative Review after the RDO became final and, to comply with the requirements of that order. The Board rejected Respondent's argument that the Compliance RDO should be rejected because Respondent had made a good faith attempt to comply with the Board's earlier Order. The Board specifically took notice of the fact that Respondent had provided the same very limited and ineffective posting of the Board's order in another case where the Board clearly directed Respondent to post notice where it would be conspicuous to bargaining unit members. The Board determined that Respondent's conduct demonstrated a clear attempt to thwart the intent of the Board's order, rather than an attempt to strictly comply. The Board further found that Respondent's refusal to supply information ordered by the Compliance officer necessitated a hearing in a case the Charging Party already had won, and Respondent's requesting sanctions against the Charging Party necessitated his obtaining legal counsel, making sanctions against Respondent appropriate in this instance. Respondent was ordered to pay reasonable costs and attorneys' fees incurred by Charging Party during the compliance hearing and as a result of Respondent's cross-exceptions.

3/13/2015

ILRB SP

Executive Director Dismissal – Spielberg Deferral; Retaliation

In James Young and Village of University Park, 31 PERI ¶ 159 (Case No. S-CA-14-107), the Board affirmed the Executive Director's Partial Dismissal, finding that the deferral to the arbitration award was appropriate under the standards set forth in Spielberg. Charging Party previously asserted that Respondent suspended him indefinitely from his part-time police officer position in retaliation for Young's activity as a Union Steward. The Executive Director previously entered an Order Holding Case in Abeyance, pending the outcome of a related grievance. In a subsequent grievance arbitration award, the Arbitrator reduced Young's discipline and directed the Employer to make Young whole for lost wages and benefits associated with his suspension. However, the Arbitrator ruled that there was no evidence presented to support a finding that Young's discipline, in whole or in part, was the result of his union activities. The Executive Director found that the Award was dispositive of that portion of the charge that contended the employer had disciplined Young in retaliation for his union activity.

3/31/2015

1st DISTRICT OPINION

Default Dismissal

In Zicarelli v. Ill. Labor Relations Bd. and Int'l Brotherhood of Teamsters, Local 700, 2015 IL (1st) 141223-U, 31 PERI ¶ 167, the Court affirmed the Local Panel's decision, Int'l Brotherhood of Teamsters, Local 700 (Zicarelli), 30 PERI ¶ 253 (IL LRB-LP 2014) (ILRB Case No. L-CB-13-020) to uphold an Executive Director Dismissal. During investigation of a charge that his Union failed to fairly represent him at an employment-related arbitration, Zicarelli, through his counsel, failed to respond to the Board investigator's requests for information. Accordingly, the Executive Director dismissed the charge. Charging Party appealed to the Board asking for an extension of time within which to respond to the investigator. The Board declined to allow a variance in order to extend the time and affirmed the dismissal. On appellate review, Charging Party argued the investigator's request for additional information was not

sufficiently formal and did not spell out the consequences for non-compliance. The Court affirmed the decision finding that Zicarelli had waived these arguments by failing to present them to the Board.

4/29/2015

ILRB SP

Executive Director Dismissal - Deferral

In Labor Organization Comprising the Springfield Building Trades and Illinois Secretary of State, 31 PERI ¶ 195 (IL ILRB-SP 2015) (Case No. S-CA-15-097), the Board affirmed the Executive Director's Dismissal and denied the request for oral argument. Charging Party had filed an earlier charge alleging that Respondent had violated the Act by making unilateral changes to wages. During the initiation of that allegation, Charging Party indicated that the related grievance had proceeded to arbitration and requested that the charge be deferred pending the outcome of that arbitration. The Executive Director granted that request and entered a Deferral Order; Neither party appealed. During the arbitration proceedings, Respondent raised the procedural argument that the grievance was untimely and should be denied. In the instant charge, Charging Party contends that by raising a procedural objection in the arbitration, Respondent violated Section 10(a)(4) of the Act. The Executive Director rejected this argument noting that the original charge was deferred to arbitration under the Dubo standard, which was properly utilized in this case because the Union already had filed a grievance. A Dubo deferral does not require the parties to waive procedural defenses. Because the Respondent was not precluded from raising a procedural defense at arbitration, the Charging Party failed to raise an issue for hearing, warranting dismissal of the instant charge.

6/12/2015

ILRB SP

Executive Director Dismissal – Information Request; Default

In Zaundrareka Helen Trigleth-Anderson and Cook County Clerk, 31 PERI ¶ 212 (IL ILRB-SP 2015) (Case No. S-CA-15-077), the Board affirmed the Executive Director's Dismissal of Trigleth-Anderson's charge that the Respondent violated the Act when it allegedly failed to provide her with a copy of her "rating sheet," a document completed by Respondent that described Charging Party's qualification for promotion or a new position. The Charging Party failed to respond to a Board Agent's written request that she provide any and all evidence to support her charge. Charging Party neither complied with nor responded to the request, and the available evidence was not sufficient to raise an issue for hearing.

7/21/2015

ILRB SP

Executive Director Dismissal – Refusal to Bargain; Set Aside Oral Decision

In American Federation of State, County and Municipal Employees, Council 31 and County of Macoupin (Public Health Department), 32 PERI ¶ 25 (IL ILRB-SP 2015) (Case No. S-CA-14-156), the Executive Director dismissed the Union's charge that the Respondent had violated the Act by refusing to bargain with respect to a title not previously certified as included in the Unit. The Board orally affirmed the Executive Director's decision. Before the Board's decision was reduced to writing, the parties advised the Board that they wished to enter into a Memorandum of Understanding, which included the stipulation that Charging Party withdraw the charge. Pursuant to the agreement of the Parties, and for the sole, limited and exclusive purpose of promoting labor harmony and facilitating the Parties' MOU, the Board subsequently took up the matter on its own motion and voted to set aside the prior oral decision, enabling Charging Party to withdraw the charge in accordance with the MOU.

7/21/2015

ILRB SP – Showing of Interest; Split Decision

In American Federation of State, County and Municipal Employees, Council 31 and Lake County Clerk of the Circuit Court, 32 PERI ¶ 28 (IL ILRB-SP 2015) (Case No. S-RC-15-049), appeal pending No. 2-15-0849, the ALJ recommended that the Board certify AFSCME as the exclusive representative of a unit of certain employees employed by Respondent. In so holding, the ALJ had rejected the Employer’s contention that it had raised issues of fact for hearing on the allegation that the Union had obtained its showing of interest through fraud or coercion. Two of the four present and voting Members voted to reverse the ALJ’s decision on the basis that a hearing would shed additional light on the Employer’s objections and supporting affidavits or that the Employer had presented sufficient evidence to raise issues of fact for hearing as to AFSCME’s alleged fraud or coercion. The two remaining Members voted to affirm the ALJ’s decision for the reasons stated in the RDO. In the absence of a majority vote on the disposition of the RDO, the Board did not address the substance of the exceptions and left the ALJ’s decision to stand as non-precedential.

8/25/2015

ILRB SP

Executive Director Abeyance Order

In James Young and Village of University Park, 32 PERI ¶ 47 (IL ILRB-SP 2015) (Case No. S-CA-15-095), the Executive Director issued an Abeyance Order pending final disposition of related contractual grievances after determining that specific conduct alleged in the charge was covered by a series of grievances currently pending on behalf of Charging Party. The Charging Party filed a timely appeal but raised no exception to the substantive determination that the matter be held in abeyance until final disposition of the related grievances. Instead, the only issue Young raised was that a summary of his 17-page charge included in the Abeyance Order purportedly contained two incorrect statements. The Board affirmed the Executive Director’s Abeyance Order, which Young had not challenged on the merits. The Board further determined that it could not reconcile any alleged discrepancies between the charge and the Executive Director’s summary of the charge. Further, even if the summary were clearly inaccurate, as Young contends, there was no need to modify the summary because it has no legal significance in this case and was merely offered to provide background information in the limited context of explaining the Abeyance Order.

V. Gubernatorial Designation Cases

4/9/15

4th DISTRICT OPINION

Gubernatorial Designation; Authority to Designate under Section 6.1

In State of Ill. (CMS) v. Ill. Labor Relations Bd. and AFSCME, 2015 IL App (4th) 131022, __ PERI ¶ __, the Fourth District affirmed a State Panel majority’s decision, State of Ill. (CMS) 30 PERI ¶ 83 (IL LRB-SP 2013) (ILRB Case Nos. S-DE-14-047, -083, and -086), dismissing three gubernatorial designation petitions on the basis that the Governor lacked authority to designate positions for exclusion at the Workers’ Compensation Commission, the Illinois Commerce Commission, and the Pollution Control Board. The Fourth District affirmed the Board’s decision that Section 6.1’s use of the phrase “State agencies directly responsible to the Governor” clearly states the legislature’s intent to limit the Governor’s authority in designating positions employed in the at-issues entities.

5/19/2015

1st DISTRICT OPINION

Gubernatorial Designation; Constitutional Challenges to 2013 amendments

In AFSCME, Council 31 v. Ill. Labor Relations Bd. and Ill. Dep’t of Cent. Mgmt. Servs.

2015 IL App (1st) 133454, __ PERI ¶ __, the First District heard a consolidated appeal of numerous gubernatorial designation petitions, ILRB Case Nos. S-DE-14-005, -008, -009, -010, -017, -021, -026, -028, -028, -030, -031, -032, -034, -039, -040, -041, -041, -043, -044, and -045, (various PERI cites). On appeal, the Union raised numerous constitutional challenges to the gubernatorial designation process. Specifically, AFSCME argued that Section 6.1 is an improper delegation of legislative authority to the executive; violates the equal protection clause; deprives AFSCME and members of due process because Section 6.1 forecloses meaningful objection to the exclusion; constitutes an

impairment of contract; and is unconstitutional special legislation. Moreover, AFSCME contended that the Board violated its substantive and procedural due process rights and those of its members in a number of ways: refusing to consider evidence of actual job duties; using a conclusive presumption; and failing to afford AFSCME the opportunity to present an as-applied challenge to Section 6.1 of the Act. The Court rejected each of AFSCME's claims and affirmed the Board's decisions.

7/7/2015

4th DISTRICT OPINION

Gubernatorial Designation; Section 6.1(b)(5) Exclusion

In Lindorff, et al. v. Ill. Dep't of Cent. Mgmt. Servs., AFSCME, Council 31, Ill. Labor Relations Bd., 2015 IL App (4th) 131025, __ PERI ¶__, the Fourth District affirmed the State Panel's decision, State of Ill. (DOC), 30 PERI ¶102 (IL LRB-SP 2013) (ILRB Case No. S-DE-14-055), finding that two Department of Corrections Healthcare Unit Administrators were properly designated for exclusion under Section 6.1(b)(5). The Court affirmed not only the Board's interpretation of the test relevant for determining if a petition met the requirements of Section 6.1(c)(i), but also affirmed the Board's factual findings.

IPLRA UPDATES

General Counsel's Declaratory Rulings

S-DR-15-004 County of Mercer and
International Union of Operating Engineers, Local 150 (3/10/15)

Proposal to retain a provision requiring the use of interest arbitration to resolve potential impasse in future negotiations is a permissive subject of bargaining.

S-DR-15-007 International Association of Firefighters, Local 429 and
S-DR-15-008 City of Danville (4/30/15)

The Union's proposals to maintain the status quo reference to "Assistant Chief" and Station 3" are mandatory subjects of bargaining except to the extent that they include provisions previously found to address permissive subjects of bargaining in Case No. S-DR-15-003.

The Employer's proposals on station assignments, working out of classification, compensation for travel time, call backs, and the grievance procedures address mandatory subjects of bargaining.

Interest Arbitration Awards

Following is a list of Interest Arbitration Awards. For each award, the ILRB case number, arbitrator, and date of issuance are noted. The issues and whose proposals were adopted follows.

Village of Barrington/Illinois FOP Labor Council

S-MA-13-167, Edwin H. Benn, 2/18/2015, #650

1. Wages - Village's proposal
2. Insurance - Union's proposal, status quo
3. Recall from layoff - Union's proposal, status quo
4. Wellness and fitness - Village's proposal, status quo
5. Drug and alcohol testing - Both proposals rejected, status quo

City of Chicago/Teamsters Local 700 (Supplemental)

L-MA-10-002, Edwin H. Benn, 4/3/2015, #651

1. Clarification of Opinion and Award dated January 9, 2013 - No clarification required
2. Retroactivity of Acting Up, Call-in and Holiday Observances - City position
3. Call-in meetings outside of regular work hours - City position
4. Holiday and regular days off
5. SPCOs compensation
6. Retain jurisdiction

Chicago Transit Authority/Int'l Brotherhood of Electrical Workers

Elliott H. Goldstein, 9/26/2014, #644

1. Wages - Employer's final proposal

Deerfield-Bannockburn Fire Protection District/Deerfield-Bannockburn Firefighters' Association

S-MA-13-269, Marvin Hill, 1/28/2015, #655

1. Health Insurance Cost - Union's final offer
2. Shift Trades - District's final offer
3. Vacation and Holiday Selection - District's final offer
4. Light Duty - District's final offer
5. Compensatory Time - Union's final offer
6. Working Out of Classification - District's final offer
7. Salary Schedule - Union's position on retroactivity

City of East Peoria/Policemen's Benevolent Labor Committee

S-MA-13-307, Peter Feuille, 9/15/2014 #641

1. Wages - City's offer
2. Health Insurance - City's offer

County of Henry/Illinois FOP Labor Council

S-MA-15-045, S-MA-15-046, Matthew W. Finkin, 6/6/2015, #659

1. Steps
2. Wages

City of Highland Park/Teamsters Local 700

S-MA-13-319, Elliott H. Goldstein, 10/13/2014, #645

1. Wages - City's offer

Illinois Department of State Police/Troopers Lodge 41

S-MA-12-390, Daniel Nielsen, 7/16/2014 #637

1. Officers' Bill of Rights - GPS
2. Maternity and Paternity Leave
3. Creation of Three Lower Salary Steps
4. Across the Board Wage Increases
5. Shift Differentials
6. Longevity
7. Senior Positions

County of Jo Daviess and Jo Daviess County Sheriff/Policemen's Benevolent Labor Committee

S-MA-13-121, Brian Clauss, 12/31/2014, #648

1. Wages
2. Health Insurance and Pension Contributions
3. Vacation Black-Outs
4. Holiday Pay Eligibility
5. Compensatory Time

County of Lake and Lake County Sheriff/Teamsters Local 700

S-MA-13-248, Amedeo Greco, 9/29/2014 #642

1. Initial placement on longevity scale - County's final offer
2. Step Increases - County's final offer
3. Rank Differential - County's final offer
4. Retroactivity for initial placement on longevity scale - Union's final offer
5. Drug and Alcohol Testing – County's final offer

Village of Lansing/Illinois FOP Labor Council

S-MA-12-214, Edwin H. Benn, 12/29/2014, #647

1. Wages
 - A. Percentage Increases – Village's offer
 - B. Retroactivity Language – Union's offer
2. Residency – Village's offer
3. Sick Leave – Union's offer status quo
4. Uniform Allowance – Union's offer

County of Menard and Sheriff/Illinois FOP Labor Council

S-MA-14-049 and S-MA-14-050, Amedeo Greco, 6/1/2015, #654

1. Wages - Union's final offer
2. Health Insurance Premium – County's final offer

Village of Oak Lawn/Oak Lawn Firefighters Local 3405

S-MA-13-033, Edwin H. Benn, 7/7/2014, #634

A. Firefighter Agreement

1. Duration - Village's proposal
2. Salaries - Village's offer
3. Retroactivity - Union's offer
4. Minimum Manning - Union's position status quo
5. Wellness Fitness Initiative - Union's offer
6. Paid Time Off - Remanded to parties to draft language
7. IRC 457 Plan - status quo
8. Company Inspections - Village's position
9. Sick Leave Payout Upon Retirement - Village's position

10. Education and Training - Union's position status quo
11. Health Insurance - Union's position status quo

B. Officer Agreement

1. Common Issues
2. Retroactivity - Union's offer
3. Longevity - Village's position status quo
4. Extra Duties and Responsibilities - Village's position status quo

Village of Oak Park/Illinois FOP Labor Council

S-MA-14-105, Edwin H. Benn, 8/4/2014, #640

1. Duration
2. Wages and Retroactivity
3. Extra Duty Compensation - Village's proposal
4. Designated Holidays - status quo
5. Sick Leave Buyback - Union's proposal
6. Grievance/Arbitration - Union's proposal
7. GPS
8. Blood Alcohol Content - Village's proposal
9. Summary Punishment - Village's proposal
10. Tentative Agreements
11. Remand for Drafting of Language - Remand

City of Peoria/Peoria Police Benevolent Association

S-MA-13-144, Robert Perkovich, 4/4/2015, #652

1. Tentative Agreement - Adopted
2. Wages - Union's final offer
3. Longevity - Union's final offer
4. Duty Relief Days - City's final offer
5. Availability Pay - City's final offer
6. Step Movement - remanded to parties
7. Good Attendance Policy - Arbitrator retains jurisdiction

Village of Richton Park/Illinois FOP Labor Council

S-MA-13-229, Edwin H. Benn, 12/9/2014, #646

1. Wages
2. Health Insurance
3. Discipline
4. Longevity
5. Tentative Agreements
6. Retained Jurisdiction

City of Sterling/Policemen's Benevolent & Protective Association Labor Committee

S-MA-13-292, Elliott H. Goldstein, 5/28/2015, #653

1. Wages - City's offer
2. Patrol Bonus - City's offer
3. Work Schedule - City's offer
4. Personal Days - Union's offer
5. Vacation Accrual - City's offer
6. Compensatory Time (Cash Out) - City's offer
7. Holiday Compensatory Time - Union's offer
8. Health Insurance - City's offer
9. Grievance Procedure - City's offer

Village of Streamwood/MAP Chapter No. 216, Streamwood Police Officers

S-MA-13-166, Peter R. Meyers, 7/23/2014, #636

1. Wages

County of Tazewell and Sheriff of Tazewell County/Illinois FOP Labor Council

S-MA-12-051, Peter Feuille, 7/10/2014, #635

1. Shift Bidding - Arbitrator's offer
2. Light Duty - County's offer
3. Sergeants Language - Union's offer
4. Duty Sweaters - County's offer

Tri-State Fire Protection District/Tri-State Professional Firefighters Local 3165

S-MA-13-200, Marvin Hill, 7/26/2014, #639

1. Probationary Period - Deferred
2. Grievance Procedure - District's final offer
3. Workweek for Shift and Day Personnel - Union's final offer
4. Salary Schedule - Union's final offer
5. Driver's Stipend - District's final offer
6. Longevity Pay - District's final offer
7. Longevity Incentive - District's final offer
8. Emergency Leave - New
9. Insurance Upon Retirement - District's final offer
10. Promotions - Deferred
11. Duration of Agreement - Union's final offer
12. Retroactivity - Union's final offer
13. Overtime - Union's final offer
14. Insurance - Union's final offer
15. Cost Containment - Union's final offer
16. Insurance - District's final offer

Caseload Statistics

	<u>STATE</u>	<u>LOCAL</u>	<u>TOTAL</u>
Unfair Labor Practice Charges			
CA	156	67	223
CB	36	47	83
TOTAL	192	114	306
Representation Cases			
AC	5	4	9
RC	93	28	121
RM	0	0	0
RD	10	4	14
UC	146	14	160
VR	1	0	1
DD	10	0	10
TOTAL	265	50	315
Grievance Arbitration Cases	14	0	14
Mediation/Arbitration Cases	371	8	379
TOTAL	385	8	393
Declaratory Rulings	8	0	8
Strike Investigations	0	0	0
TOTAL CASELOAD	850	172	1,022

- CA -- Unfair labor practice charge against employer
- CB -- Unfair labor practice charge against labor organization
- AC -- Petition to amend certification
- RC -- Representation/Certification petition
- RM -- Employer representation petition
- RD -- Decertification petition
- UC -- Unit clarification petition
- VR -- Petition for voluntary recognition certification
- DD -- Declaration of disinterest petition
- DR -- Declaratory Rulings

Representation Cases Certified

	<u>STATE</u>	<u>LOCAL</u>	<u>TOTAL</u>
Labor Organization Prevailed	11	3	13
“No Representation” Prevailed	<u>5</u>	<u>0</u>	<u>5</u>
Cases Certified	15	3	18
Number of Units Certified (Majority Interest)	59	15	74
Voluntary Recognized Representatives	0	0	0
Revocation of Prior Certifications	10	1	11

Unfair Labor Practice Charges Workload

	2014	2015
Cases pending start of year	333	299
Charges filed during year	358	306
Total caseload	691	605
Total cases closed	392	345

Petition Management (Representation) Workload

	2014	2015
Cases pending start of year	79	71
Petitions filed during year	478	315
Total caseload	557	386
Total cases closed	479 ¹	315

¹ 256 cases were Gubernatorial Designation of Exclusion cases.

Disposition of Cases Active in FY 2015

	State	Local	Total
I. BOARD DECISIONS			
(A) With exceptions filed			
CA	21	8	29
CB	8	8	16
RC	2	1	3
RD	1	0	1
UC	2	0	2
Compliance	<u>3</u>	<u>1</u>	<u>4</u>
TOTAL	37	18	55
(B) With no exceptions filed			
CA	14	6	20
CB	1	1	2
RC	3	0	3
RD	1	0	1
UC	5	0	5
Compliance	<u>1</u>	<u>0</u>	<u>1</u>
TOTAL	25	7	32
(C) Strike Investigations	0	0	0
(D) Declaratory Ruling	7	0	7
II. ADMINISTRATIVE DISMISSALS			
(Not appealed to the Board)			
CA	52	40	92
CB	18	37	55
DD	0	1	1
TOTAL	70	78	148
III. CERTIFIED			
AC	4	6	10
DD	9	0	9
RC/RM/RD	75	18	93
UC	143	11	154
VR	0	0	0
REVOCATION OF PRIOR CERTIFICATIONS	<u>2</u>	<u>1</u>	<u>3</u>
TOTAL	233	36	269
IV. WITHDRAWALS			
CA	103	18	121
CB	8	1	9
RC	16	1	17
RD	4	0	4
UC	<u>11</u>	<u>2</u>	<u>13</u>
TOTAL	142	22	164

Certifications of Representative

July 1, 2014 – June 30, 2015

Case Number	Employer	Labor Organization	Date Certified	Prevailing Party	No. of Employees	Unit Type
L-RC-14-008 <i>Majority Interest</i>	Chicago Transit Authority	Int'l Association of Machinists and Aerospace Workers, District Lodge 8	07/10/2014	IAMAW	4	Include in L-RC-13-010 Coordinator, Quality Inspections-Materials; Quality Assurance Inspector; Warranty Technician-North
S-RC-14-103 <i>Majority Interest</i>	Village of Libertyville	Int'l Union of Operating Engineers, Local 150	7/10/2014	IUOE	9	Parks Facility Technician; Parks Facility Specialist; Parks Equipment Supervisor; Arborist; Parks Assistant Arborist; Parks Grounds Technician; Parks Facility/Grounds Assistant
S-RC-14-105 <i>Majority Interest</i>	City of Joliet	American Federation of State, County and Municipal Employees, Council 31	7/10/2014	AFSCME	2	Include in existing S-RC-08-007 Arborist; Graffiti Abatement Officer
S-RC-14-107 <i>Majority Interest</i>	City of Rolling Meadows (Police Department)	Rolling Meadows Police Association	7/10/2014	Police Assn	2	Include in existing S-RC-11-027 Commander
S-RC-14-060 <i>Majority Interest</i>	Lincoln Rural Fire Protection District	Lincoln Rural Firefighters, IAFF Local 5011	7/24/2014	IAFF	5	Assistant Chief Captain Firefighter
S-RC-14-062 <i>Majority Interest</i>	City of Danville (Mass Transit)	Int'l Brotherhood of Teamsters, Local 26	7/24/2014	Teamsters	22	Driver; Extra Board Driver; Mechanic; Utility Worker
S-RC-14-115 <i>Majority Interest</i>	Town of Cicero	Service Employees Int'l Union, Local 73	7/24/2014	SEIU	6	Add to existing S-RC-14-023 Parking Enforcement Officer; Parking Enforcement Supervisor
S-RC-15-001 <i>Majority Interest</i>	Cass County E911	Int'l Brotherhood of Electrical Workers, Local 193	7/25/2014	IBEW	12	911 Telecommunicator
S-RC-14-117 <i>Majority Interest</i>	Iroquois Communications (I-Com)	Illinois Fraternal Order of Police Labor Council	7/28/2014	FOP	9	Telecommunicator
S-RC-15-002 <i>Majority Interest</i>	Plainfield Park District	Service Employees Int'l Union, Local 73	7/28/2014	SEIU	20	General Park Maintenance 1 and 2; Park Specialist; Athletic Field Specialist; Lead Horticulturalist; Barn Maintenance

S-RC-14-097	Village of Lake Bluff	Illinois FOP Labor Council and Illinois Council of Police	8/6/2014	FOP	3	Police Sergeants
S-RC-15-004 <i>Majority Interest</i>	Village of North Pekin	Policemen's Benevolent Labor Committee	8/6/2014	PBLC	4	Patrolman; Sergeant
S-RC-15-003 <i>Majority Interest</i>	State of Illinois, Department of Central Management Services	American Federation of State, County and Municipal Employees, Council 31	8/6/2014	AFSCME	1	Add to RC-062 Military Administrative Specialist I
L-RC-15-001 <i>Majority Interest</i>	County of Cook	American Federation of State, County and Municipal Employees, Council 31	8/6/2014	AFSCME	5	Add to Health Facilities bargaining unit: Finance-Patient Access Supervisor
L-RC-14-010	Metropolitan Water Reclamation District of Greater Chicago	Metropolitan Alliance of Police, MWRD Chapter 708 and Service Employees Int'l Union, Local 1	8/18/2014	SEIU (Incumbent)	294	Fireman-Oiler; Laborer Foreman; Principal Storekeeper; Turbine Laborer; Building Laborer; Boiler Setter Laborer; Maintenance Laborer A Shift; Maintenance Laborer A; Maintenance Laborer B; Material Handler Laborer; Storekeeper; Pollution Control Technician I; Pollution Control Technician II; Watchman; Patrol Boat Operator; Police Officer
S-RC-14-085 <i>Majority Interest</i>	Town of Cicero	Service Employees Int'l Union, Local 73	8/14/2014	SEIU	3	Unit A: Building Inspector Unit B: Health Inspector
L-RC-15-002 <i>Majority Interest</i>	County of Cook	American Federation of State, County and Municipal Employees, Council 31	8/14/2014	AFSCME	4	Add to existing Health Facilities Unit Site Manager I; System Manager for Patient Access
L-RC-14-016	County of Cook and Sheriff of Cook County	Illinois FOP Labor Council and Int'l Brotherhood of Teamsters, Local 700	8/29/2014	FOP	1122	Full-time Deputy Sheriffs
S-RC-15-009 <i>Majority Interest</i>	City of Springfield	Int'l Association of Machinists and Aerospace Workers	9/4/2014	IAMAW	28	Add to existing unit Positions in the Office of Management and Budget: Fleet Body Specialist, Fleet Body Specialist (Lead), Fleet Operations Assistant, Fleet Service Writer, Fleet Technician I, Fleet Technician Assistant

L-RC-14-017	County of Cook (Health and Hospital Systems)	American Federation of State, County and Municipal Employees, Council 31 and Licensed Practical Nurses Association of Illinois	9/9/2014	AFSCME	162	Licensed Practical Nurse I; Licensed Practical Nurse II; Licensed Practical Nurse III
S-RC-15-010 <i>Majority Interest</i>	County of Schuyler and Sheriff of Schuyler County	Illinois FOP Labor Council	9/10/2014	FOP	14	Deputy; Jail Administrator; Jailer/Dispatcher; Sheriff's Secretary; Task Force Officer
S-RC-15-013 <i>Majority Interest</i>	Bolingbrook Park District	Service Employees Int'l Union, Local 73	9/24/2014	SEIU	50	Horticulturist; Grounds Crew Leader; Groundswoker; Building Technician; Custodian; Natural Resource Crew Leader; Natural Resources Groundswoker; Natural Resource Coordinator; Natural Resource Specialist; Mechanic
S-RC-15-007 <i>Majority Interest</i>	County of Douglas and Sheriff of Douglas County	Illinois FPO Labor Council	10/8/2014	FOP	7	Deputy
S-RC-15-015 <i>Majority Interest</i>	Village of Phoenix	Illinois Council of Police	10/8/2014	ICOP	28	Patrol Officer; Corporal; Sergeant
S-RC-15-016 <i>Majority Interest</i>	Winfield Fire Protection District	Int'l Association of Fire Fighters	10/8/2014	IAFF	8	Firefighter/Paramedic
S-RC-15-017 <i>Majority Interest</i>	Village of Smithton	Illinois FOP Labor Council	10/20/2014	FOP	5	Police Officers
S-RC-15-021 <i>Majority Interest</i>	City of Highland	Illinois FOP Labor Council	10/21/2014	FOP	4	Sergeant
S-RC-15-022 <i>Majority Interest</i>	Village of Arthur	Int'l Brotherhood of Electrical Worker, Local 51	10/21/2014	IBEW	4	Water Plant Superintendent; Street Superintendent; Street Maintenance Worker; Sewer Plant Superintendent
S-RC-14-045 <i>Majority Interest</i>	Town of Cicero	Service Employees Int'l Union, Local 73	10/27/2014	SEIU	5	Police Lieutenant
S-RC-15-025 <i>Majority Interest</i>	Village of Odin	Laborers' Int'l Union of North America, Local 581	10/31/2014	LIUNA	5	Water Superintendent, Laborer, Street Superintendent, Laborer, Police Chief, Mayor's Office Manager
S-RC-15-028 <i>Majority Interest</i>	County of Coles and Sheriff of Coles County	Int'l Brotherhood of Teamsters	11/3/2014	Teamsters	7	Administrative Secretary; Detective Secretary; Telecommunicator; Warrants Clerk

S-RC-15-031 <i>Majority Interest</i>	County of Douglas and Sheriff of Douglas County	Illinois FOP Labor Council	11/6/2014	FOP	4	Sergeant; Lieutenant
S-RC-15-033 <i>Majority Interest</i>	Village of Grantfork	Int'l Association of Machinists and Aerospace Workers	11/12/2014	IAMAW	2	Public Works employees
S-RC-15-035 <i>Majority Interest</i>	Winfield Fire Protection District	Int'l Association of Fire Fighters	11/12/2014	IAFF	4	Firefighter/Paramedic; Fire Lieutenant
S-RC-15-029 <i>Majority Interest</i>	City of Troy	Int'l Association of Machinists and Aerospace Workers	11/14/2014	IAMAW	22	Administrative Office: Administrative Clerk/Deputy City Clerk/Deputy Treasurer; Building And Zoning Department: Building Inspector, Community Service Officer, Building Administrative Assistant; Public Works Department: Public Work Crew/Water, Meter Reader; Sewer Plant Department: Waste Water Treatment Plant Operator; Street Department: Street Crew; Water Department: Public Works Clerk
S-RC-14-025 <i>Majority Interest</i>	City of Waukegan	Int'l Union of Operating Engineers, Local 150 and American Federation of State, County and Municipal Employees, Council 31	11/14/2015	AFSCME	73	Laborer I; Laborer II; Laborer III; Maintenance Worker I; Maintenance Worker II; Maintenance Work III; Custodian I; Custodian II; Custodian III; Police Auxiliary I; Police Auxiliary II; Police Auxiliary III
S-RC-15-034 <i>Majority Interest</i>	Village of Rossville	Illinois Council of Police	11/14/2015	ICOP	9	Part-time Police Officers
S-RD-15-002	City of Danville	Eric Light and Teamsters Local 26	11/21/2014	No Rep	11	
S-RC-15-014	Chief Judge of the 4 th Judicial Circuit	Policemen's Benevolent Labor Committee and Int'l Brotherhood of Teamsters, Local 50	12/2/2014	PBLC	3	Probation Officers in the Clinton County Probation Department
S-RC-15-018	County of Clinton and Sheriff of Clinton County	Policemen's Benevolent Labor Committee and Int'l Brotherhood of Teamsters, Local 50	12/2/2014	Teamsters (Incumbent)	5	Building Maintenance, Janitors, Cooks, Deputy/Secretaries, Addressing Coordinator
S-RC-15-037 <i>Majority Interest</i>	City of Oregon	Illinois FOP Labor Council	12/2/2014	FOP	6	Sworn officers in the ranks of Lieutenant and below
S-RC-15-038	City of Troy	Policemen's	12/2/2014	PBLC	5	Dispatcher

<i>Majority Interest</i>		Benevolent Labor Committee				
S-RC-15-040 <i>Majority Interest</i>	City of Quincy (Engineering Department)	Int'l Association of Machinists and Aerospace Workers, AFL-CIO	12/9/2014	IAMAW	3	Engineering Technician
L-RC-15-005 <i>Majority Interest</i>	County of Cook, Recorder of Deeds	Service Employees Int'l Union, Local 73	12/9/2014	SEIU	1	Include in existing L-RC-13-007 Investigator II
L-RC-15-006 <i>Majority Interest</i>	City of Chicago	American Federation of State, County and Municipal Employees, Council 31	12/11/2014	AFSCME	1	Add to existing AFSCME Bargaining Unit #1 Contracts Negotiator
S-RC-14-052 <i>Majority Interest</i>	Office of the Illinois State Treasurer	Teamsters, Local 916	12/12/2014	Teamsters	7	Community Affairs Specialist; Marketing Representative; Participant Services Specialist
S-RC-14-007 <i>Majority Interest</i>	Village of Elburn	Int'l Brotherhood of Teamsters, Local 673	12/19/2014	Teamsters	5	Highway/street and building workers maintaining and repairing streets, water systems, sewer systems, and painting, including the title of Wastewater Operator
S-RC-15-023 <i>Majority Interest</i>	Village of Robbins	Illinois Council of Police	12/29/2014	ICOP	32	Part-time Police Officers below the rank of Sergeant
S-RC-15-026 <i>Majority Interest</i>	County of Lake	Illinois Council of Police	12/29/2014	ICOP	9	Animal Control and Care Department: Warden, Receptionist, Rabies Certificate Process; Animal Bite Report Processor
S-RC-15-041 <i>Majority Interest</i>	City of Troy	Int'l Association of Machinists and Aerospace Workers	12/29/2014	IAMAW	4	Public Works Crew Leader; Water Treatment Plant Supervisor; Waste Water Treatment Plant Lead Operator
S-RC-14-073	Village of Lyons	Illinois Council of Police and Illinois FOP Labor Council and Metropolitan Alliance of Police, Lyons Chapter #705	12/30/2014	ICOP	18	Full-time peace officers below the rank of Lieutenant
S-RC-15-024	Village of Niles (Police Department)	Metropolitan Alliance of Police, Niles Police Chapter and Int'l Brotherhood of Teamsters, Local 700	1/12/2015	Teamsters (Incumbent)	39	Full-time sworn police officers below the rank of Sergeant

S-RC-15-042 <i>Majority Interest</i>	Town of Cicero	Service Employees Int'l Union, Local 73	1/15/2015	SEIU	9	Records Clerk; Evidence Officer; Fleet Officer; Court Officer
S-RC-14-117 <i>Majority Interest</i>	County of Iroquois	Illinois FOP Labor Council	1/22/2015	FOP	9	Telecommunicator for the Emergency Telephone System
S-RC-15-030	Village of Brookfield	Illinois Council of Police and Illinois FOP Labor Council	1/22/2015	ICOP	27	All full-time sworn peace officers in the rank of Sergeant and below
L-RC-15-010 <i>Majority Interest</i>	County of Cook	Service Employees Int'l Union, Local 73	1/23/2015	SEIU	10	Add to existing L-UC-14-003 unit: Project Manager; Business Analyst (Bureau of Technology, Department of Technology and Planning)
L-RC-15-011 <i>Majority Interest</i>	County of Cook	Service Employees Int'l Union, Local 73	1/26/2015	SEIU	1	Add to existing L-RC-15-010 unit: Storage Engineer (Bureau of Technology)
S-RC-14-015 <i>Majority Interest</i>	Village of Compton Hills	Illinois FOP Labor Council	1/30/2015	FOP	3	Officers below the rank of Sergeant
S-RC-15-047 <i>Majority Interest</i>	Bourbonnais Fire Protection District	Bourbonnais Firefighters, IAFF Local 5035	2/2/2015	IAFF	8	Firefighter/Paramedic; Lieutenant/Paramedic
S-RC-15-036 <i>Majority Interest</i>	Chief Judge of the 20 th Judicial Circuit	Illinois Federation of Public Employees, Local 4408	2/20/2015	IFPE	44	St. Clair County: Administrative Officer, Adult Officer, Adult/Training Officer, Chief Adm. Officer, Domestic Violence Officer, Drug Court Officer, ESP/Pre-Trial Officer, Investigator, IPS Case Manager, IPS Surveillance, Juvenile Officer, Juvenile/SHO/Redeploy/S O, Min. Caseload Officer, Receptionist, Redeploy Coordinator, Redeploy Officer, Secretary/Adult, Secretary/Compliance, Secretary/Juvenile, Sex Offender Officer; Outer Counties: Officer/Monroe County, Officer/Perry County, Officer/Randolph County, Officer/Washington County, Secretary/Perry County, Secretary/Randolph County

S-RC-14-058 <i>Majority Interest</i>	County of Jefferson and Sheriff of Jefferson County	Teamsters Automotive, Petroleum and Allied Trades Local Union 50	2/23/2015	Teamsters	5	Full-time and part-time Corrections Lieutenants
L-RC-14-009 <i>Majority Interest</i>	County of Cook (Health & Hospital System)	Local 200, Chicago Joint Board, Retail, Wholesale and Department Store Union	2/24/2015	Local 200	8	Add to existing L-UC-13-008 unit: Recruitment and Selection Analyst (Stroger Hospital)
S-RC-15-050 <i>Majority Interest</i>	Grundy County Emergency Telephone System Board	Int'l Brotherhood of Teamsters, Local 700	2/25/2015	Teamsters	4	Telecommunications Supervisor
L-RC-15-014 <i>Majority Interest</i>	County of Cook and Cook County Recorder of Deeds	Service Employees Int'l Union, Local 73	3/12/2015	SEIU	2	Add to existing L-RC-15-005 Store Keeper; System Analyst
S-RC-15-051 <i>Majority Interest</i>	Warrenville Fire Protection District	Warrenville Professional Firefighters, IAFF Local 5036	3/12/2015	IAFF	8	Firefighters/Paramedic; Lieutenant
S-RC-15-056 <i>Majority Interest</i>	St. Clair Township	Laborers Int'l Union of North America, Local 459	3/12/2015	Laborers	4	Road Laborers
L-RC-15-012 <i>Majority Interest</i>	County of Cook	Service Employees Int'l Union, Local 73	3/13/2015	SEIU	1	Add to existing L-RC-15-010 Application Developer (Bureau of Technology)
S-RC-15-062 <i>Majority Interest</i>	City of Fairview Heights	Illinois FOP Labor Council	3/19/2015	FOP	4	Telecommunicators
S-RC-15-011 <i>Majority Interest</i>	County of Lake and Sheriff of Lake County	Illinois Council of Police	3/26/2015	ICOP	19	Senior Legal Secretary, Senior Secretary, Secretary, Foreclosure Specialist, Senior Accounting Clerk, Accounting Clerk, Principal Clerk, Senior Clerk and Clerk
L-RC-15-016 <i>Majority Interest</i>	City of Chicago	American Federation of State, County and Municipal Employees, Council 31	3/31/2015	AFSCME	8	Add to existing AFSCME Unit #3 Youth Services Coordinator
S-RC-15-065 <i>Majority Interest</i>	City of Byron	Illinois FOP Labor Council	3/31/2015	FOP	5	Police Officers; Sergeants
S-RC-15-045 <i>Majority Interest</i>	State of Illinois, Department of Central Management Services	American Federation of State, County and Municipal Employees, Council 31	3/31/2015	AFSCME	1	Add to existing RC-62 Military Cooperative Agreement Specialist

S-RC-15-061 <i>Majority Interest</i>	City of Virden	Illinois FOP Labor Council	4/15/2015	FOP	6	Police Officers and Sergeants
S-RC-15-068 <i>Majority Interest</i>	Village of Phoenix	Illinois Council of Police	4/15/2015	ICOP	7	Dispatcher
L-RC-15-018 <i>Majority Interest</i>	City of Chicago	American Federation of State, County and Municipal Employees, Council 31	4/22/2015	AFSCME	1	Add to AFSCME Bargaining Unit #1 Supervising Timekeeper
S-RC-15-069 <i>Majority Interest</i>	City of Joliet	American Federation of State, County and Municipal Employees, Council 31	4/28/2015	AFSCME	11	Add to existing S-RC-14-105 Unit Building Safety Inspector; Civil Engineer I; Civil Engineer II; Planner II
S-RD-15-004	Housing Authority of Jefferson County	Laborers Int'l Union of North America, Local 1197	4/29/2015	No Rep	8	
S-RD-15-008	McHenry County Circuit Clerk	Christina Ramirez and Metropolitan Alliance of Police, McHenry County Circuit Clerk's Chapter 515	5/5/2015	MAP	53	Court/Courtroom Specialist I, II, III, Courtroom Records Specialist, Accounting Assistant II, Lead Court/Courtroom Specialist and Accounting Coordinator
L-RC-15-015 <i>Majority Interest</i>	City of Chicago	American Federation of State, County and Municipal Employees, Council 31	5/7/2015	AFSCME	9	Add to AFSCME Bargaining Unit #1 Principal Systems Programmer (OEMC; CDOT); Reprographic Technician III (2FM); Vehicle Registration Coordinator (2FM) Exclude: Principal Programmer Analyst; Financial Planning Analyst
S-RC-15-048	Village of Dixmoor	Illinois FOP Labor Council and Illinois Council of Police	5/7/2015	FOP	8	Officers; Sergeants; Detectives, Evidence Technicians; Youth Officers; Narcotics Officers
S-RC-15-057 <i>Majority Interest</i>	Waukegan Park District	Service Employees Int'l Union, Local 73, CTW/CLC	5/12/2015	SEIU	65	Full and part-time employees at the following work sites: Field House; Belvidere Recreation Center; Parks Maintenance Facilities: Douglas House; Rose Administration Center; Bevier Park; Jack Benny Center
S-RD-15-006	City of Wood River	Michael W. Meyers and Laborers, Local 338	5/21/2015	No Rep	13	

S-RC-15-052	Village of Sugar Grove	Illinois FOP Labor Council and MAP, Sugar Grove Chapter #402	5/28/2015	FOP	8	Patrol Officer
S-RC-15-058	E-COM Dispatch Center	MAP, E-Com Chapter #720 and Int'l Brotherhood of Teamsters Local 700	5/28/2015	MAP	23	Telecommunicator; Supervisor
S-RC-15-078 <i>Majority Interest</i>	City of North Chicago (Comptroller's Office)	Service Employees Int'l Union, Local 73	5/28/2015	SEIU	5	Accounting Manager; Accountant; Accounts Payable Clerk; Payroll Coordinator; Senior Billing Specialist
S-RC-15-063	Village of Bensenville	MAP, Bensenville Sergeants Chapter #166 and Teamsters, Local 714	5/29/2015	Teamsters (Incumbent)	7	Sergeants
S-RC-15-046	Forest Preserve District of Will County	MAP, Will County Forest Preserve Chapter 717	6/3/2015	No Rep	7	
S-RC-15-079 <i>Majority Interest</i>	City of West Frankfort	Laborers Int'l Union of North America, Local 773	6/4/2015	Laborers	3	Full-time and part-time clerical employees
S-RC-15-083 <i>Majority Interest</i>	Village of New Lenox	Int'l Union of Operating Engineers, Local 150	6/4/2015	IUOE	33	Public Works employees
L-RC-15-021 <i>Majority Interest</i>	County of Cook and Sheriff of Cook County	Service Employees Int'l Union, Local 73	6/15/2015	SEIU	5	Add to existing L-RC-13-016 Inmate Services Supervisor
S-RD-15-010	Urbana Park District	Georgena N. Donoho and Service Employees Int'l Union	6/16/2015	No Rep	14	
L-RC-15-023 <i>Majority Interest</i>	County of Cook (Department of Revenue)	American Federation of State, County and Municipal Employees, Council 31	6/23/2015	AFSCME	4	Add to existing L-UC-15-009 Collections Analyst; Field Auditor V; Traffic Compliance Administrator
S-RC-15-088 <i>Majority Interest</i>	County of DuPage and Sheriff of DuPage County	Illinois FOP Labor Council	6/23/2015	FOP	17	Radio Dispatcher; Radio Communications Supervisor

Amendment to Certifications

July 1, 2013 – June 30, 2014

Case Number	Employer	Labor Organization	Date Certified	Amendment
L-AC-14-001	County of Cook (John H. Stroger, Jr. Hospital)	Metropolitan Alliance of Police, John H. Stroger, Jr. Hospital Police Sergeants Chapter #270	7/10/2014	Change Employer name from Cook County Hospital to John H. Stroger, Jr. Hospital and Change Union name to Metropolitan Alliance of Police, John H. Stroger, Jr. Hospital Police Sergeants Chapter #270
L-AC-15-001	County of Cook (John H. Stroger, Jr. Hospital)	Illinois Fraternal Order of Police Labor Council	9/17/2014	Change Employer name from Cook County Hospital to John H. Stroger, Jr. Hospital
S-AC-15-001	County of Hardin and Sheriff of Hardin County	Laborers, Local 773	10/8/2014	Change name from Southern and Central Illinois Laborers District Council to Laborers, Local 773
S-AC-15-002	County of Hardin and Sheriff of Hardin County	Laborers, Local 773	10/8/2014	Change name from Southern and Central Illinois Laborers District Council to Laborers, Local 773
S-AC-15-003	County of Hardin and Treasurer, Supervisor of Assessments, County Clerk of Hardin County	Laborers, Local 773	10/14/2014	Change name from Laborers, Local 803 to Laborers, Local 773
S-AC-15-004	Chief Judge of the 5 th Judicial Circuit (Vermilion County Juvenile Detention Center)	Laborers Int'l Union of North America, Local 703	12/2/2014	Change name from Laborers Int'l Union of North America, Local 624 to Laborers Int'l Union of North America, Local 703
L-AC-15-002	County of Cook	Laborers' Int'l Union of North America, Local 1092, Member union of Coalition of Unionized Public Employees (C.O.U.P.E.)	4/15/2015	Change name from Sewer & Tunnel Miners Union, Local 2, Laborers' Int'l Union of North America to Laborers' Int'l Union of North America, Local 1092
L-AC-15-003	County of Cook	Communication Workers of America, Local 4350/Chicago Typographical Union, No. 16	4/22/2015	Change name from Chicago Typographical Union, No. 16/CWA 14408 to Communication Workers of America, Local 4350/Chicago Typographical Union, No. 16
L-AC-15-004	County of Cook and Sheriff of Cook County	Communication Workers of America, Local 4350/Chicago Typographical Union, No. 16	4/22/2015	Change name from Chicago Typographical Union, No. 16/CWA 14408 to Communication Workers of America, Local 4350/Chicago Typographical Union, No. 16
L-AC-11-010	Chicago Transit Authority	Painters District Council No.	6/26/2015	Change name from

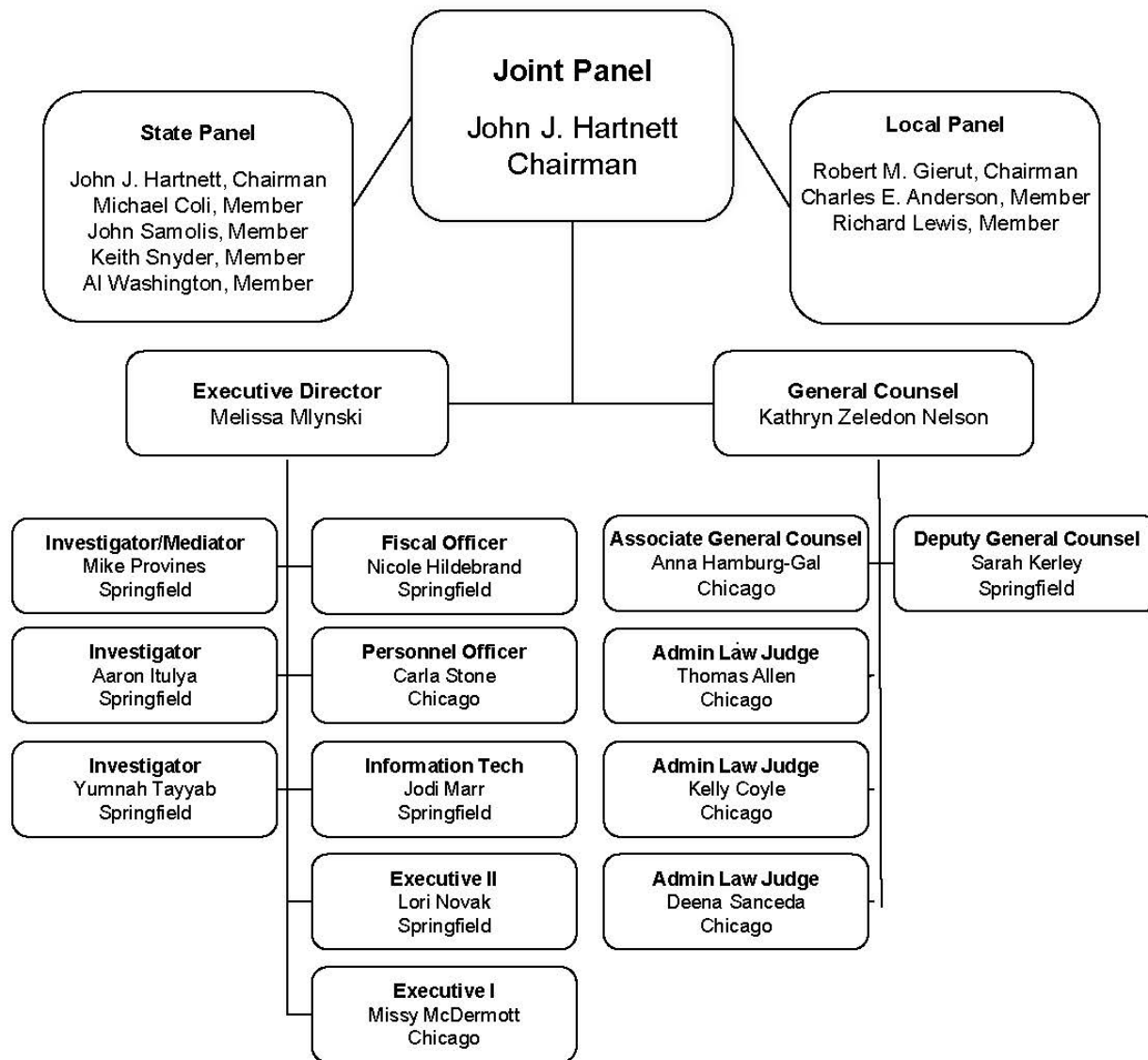
Revocation of Certifications

July 1, 2014 – June 30, 2015

Case Number	Employer	Labor Organization	Date Certified	Unit Description
S-DD-15-001	Village of Southern View	Laborers' Local 477	8/22/2014	S-RC-12-032 Public works Employee; Public Works Foreman
S-DD-15-002	Village of Southern View	Laborers' Local 477	8/22/2014	S-UC-12-036 Patrol Officer; Senior Patrol Officer; Sergeant
S-DD-15-003	East St. Louis Library	Service Employees Int'l Union, Local 73	9/2/2014	S-RC-86-076 All East St. Louis Public Library employees, but excluding supervisory, confidential and managerial employees as well as guards, summer casual employees and all other employees of the employer
S-DD-15-004	City of Mount Sterling	Int'l Union of Operating Engineers, Local 965	9/12/2014	S-RC-14-008 All full-time and part-time employees in the following departments: Dispatch; Public Works; Administration
S-DD-15-005	City of Mount Sterling	Int'l Union of Operating Engineers, Local 965	9/12/2014	S-RC-14-006 All full-time and part-time employees of the Police Department in the following titles: Police Officer
S-DD-15-006	Chief Judge of the Circuit Court of Cook County	Service Employees Int'l Union, Local 20 (Doctors Council SEIU)	10/1/2014	S-RC-13-053 All full and part-time employees of Cook County Forensic Clinical Services in the following title: Forensic Psychiatrist
S-RC-14-117	Iroquois Communications (I-Com)	Illinois FOP Labor Council	11/26/2014	S-RC-14-117 All full-time employees of Iroquois Communications (I-Com) in the following title: Telecommunicator
S-UC-12-056	Treasurer of the State of Illinois	American Federation of State, County and Municipal Employees, Council 31	1/16/2015	All employees in the following positions: Office Assistant; Office Associate; Office Specialist; Office Admin. Specialist; Accountant Advanced; Financial Institutions Examiner Trainee; Financial Institutions Examiner I, II, and III; Leadsperson; Information Service Specialist I; Information Systems Analyst II
L-UC-15-003	County of Cook and Sheriff of Cook County	American Federation of State, County and Municipal Employees, Council 31	1/20/2015	Include in L-RC-02-005 Sergeant in Electronic Monitoring Unit
S-DD-15-007	City of Virden	Policemen's Benevolent Labor Committee	3/31/2015	S-RC-11-116 All full-time Police Officers and Sergeants

S-DD-15-008	County of Kankakee	American Federation of State, County and Municipal Employees, Council 31	4/6/2015	S-RC-94-123 All full-time positions including Clerk, Receptionist, Coordinator, Clerk Stenographer, Clerk-Typist, Traffic Supervisor, Juvenile Coordinator, Victim/Witness Coordinator, Paralegal, Grand Jury Coordinator & Interviewer
S-DD-15-009	Fayette County Circuit Clerk	Laborers Int'l Union of North America	4/29/2015	S-RC-14-034 All full-time and permanent part-time employees

Illinois Labor Relations Board FY 2015



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