



Illinois Labor Relations Board

**2013
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 29th 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, 2012, through June 30, 2013.

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.state.il.us/ilrb.

The Illinois Labor Relations Board is grateful to Governor Pat Quinn, 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,



John J. Hartnett
Chairman

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JURISDICTION OF THE BOARD

The Illinois Public Labor Relations Act (Act), 5 ILCS 315 (2012), enacted into law as Public Act 83-1012, effective July 1, 1984, and last amended effective July 19, 2013, 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, counties and municipalities with populations not in excess of two million persons, and including 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 (2012), 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 numerous other states which 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, potentially, 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. Determining whether gubernatorial designation of positions excluded from collective bargaining pursuant to Section 6.1 of the Act comport with the requirements that section;
5. 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
6. 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.

There were three amendments to the Act during FY 2013.

1. Public Act 97-1158, effective January 29, 2013, amended the Act's definition of "public employee" (which are generally entitled to collective bargaining protections) to include home care and home health care workers who function as personal care attendants, personal assistants, and individual maintenance home health workers and who also work under the Home Services Program under Section 3 of the Disabled Persons Rehabilitation Act.

2. Public Act 97-1172, effective April 5, 2013 and commonly known as the “Management Bill,” decreases the number of State employees with access to collective bargaining in several ways: it allows the Governor to designate up to 3,580 state employment positions for exclusion from the Act; it alters the definition of “public employee” for employees of the other constitutional officers; it adds exclusions to the Act’s definition of “public employee”; and it adds exclusions to the Act’s definition of “public employer.”
3. Public Act 98-100, effective July 19, 2013, shields certain positions from the Governor’s authority under Public Act 97-1172 to designate positions for exclusion from collective bargaining rights.

FUNDING OF THE BOARD

In FY 2013, the Illinois Labor Relations Board was funded as follows:

Regular Positions	1,246,100
Social Security/Medicare	95,600
Contractual Services	144,500
Travel	9,500
Commodities	1,900
Printing	2,500
Equipment	500
Electronic Data Processing	22,500
Telecommunication	36,300
Agency Operations	0
Total	1,559,400

ILLINOIS LABOR RELATIONS BOARD MEMBERS

STATE PANEL

John Hartnett (Chairman)
Springfield

Paul Besson
Chicago

James Brennwald
Chicago

Michael G. Coli
Crystal Lake

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
Jerald Post

PERSONNEL OFFICER
Carla Stone

FISCAL OFFICER
Nicole Hildebrand

INVESTIGATORS
Thomas Allen
Michael Dunne
Jacob Ferguson
Mike Provines

ATTORNEYS
Anna Hamburg-Gal
Philip Kazanjian
Martin Kehoe
Michelle Owen
Heather Sidwell
Kimberly Stevens
Elaine Tarver

INFORMATION TECHNOLOGY
Jodi M. Marr

ADMINISTRATIVE STAFF
Melissa McDermott
Lori Novak
Shannon Trumbo

FUNCTIONS OF THE BOARD

CASE PROCESSING

For each of the Board's two primary programs, Representation Cases and Unfair Labor Practice Charges, the following is a brief description of the types of cases processed by the Board and the procedures used in processing them. All references to the Board are applicable to either the State or Local Panel.

Representation Cases

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 an employee, a group of employees, or a labor organization seeking certification of an exclusive collective bargaining representative for employees in an appropriate unit.

Majority Interest Petitions are filed by a labor organization seeking certification as the exclusive bargaining representative of employees based on evidence that a non-coerced majority of employees in an appropriate unit signed valid cards or petitions indicating they want said labor organization to represent them for the purpose of collective bargaining.

Election Petitions are similar, except that they are based on evidence that over 30 percent of the employees seek an election to determine whether a majority desires such representation.

- Employer's Representation Petitions (RM) are filed by an employer 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 them as the unit's exclusive representative.
- Decertification Petitions (RD) seek a determination as to whether a majority of the employees in an appropriate bargaining unit maintain their desire to be represented by the existing exclusive collective bargaining representative.
- Unit Clarification Petitions (UC) are filed by an exclusive collective bargaining representative or an employer 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 an exclusive collective bargaining representative seeking to amend its certification whenever there is a change in its name or structure.
- Declaration of Disinterest Petitions (DD) are filed by an exclusive collective bargaining representative to declare its disinterest in further representation of a bargaining unit.
- Designation for Exclusion (DE) petitions are filed by the Governor or his agent pursuant to Section 6.1 of the Act for the purpose of excluding State employment positions from collective bargaining rights.

Representation Cases Generally

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 that includes determining the adequacy of the showing of interest based on employee authorization cards or petitions or by means of an election as well as the appropriateness of the proposed bargaining unit.

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

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

Following the filing of an election petition, a stipulation for consent election—to be signed by the petitioner, the employer, the labor organization seeking to represent the employees, and any timely intervener—shall be filed with the Board. If the Board determines that the stipulation is consistent with the Act and its Rules, it will direct that a consent election be held.

If the investigation of the petition discloses the existence of a question concerning representation, but the parties cannot stipulate to a consent election, the matter is set for hearing before an administrative law judge. 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. Appeals and exceptions are filed with the General Counsel and thereafter reviewed and ruled upon by the Board.

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

Following the filing of a Majority Interest Petition, the petition is investigated to ensure that the labor organization has provided evidence that a non-coerced majority of the employees in the appropriate unit want to be represented 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 if the number of contested positions are not sufficient to affect the labor organization's evidence of 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 a Majority Interest Petition seeks to represent 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 such a combined unit. If both the professional and nonprofessional employees vote to not 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, the Board will conduct a hearing to determine whether there is a clear and convincing evidence of fraud or coercion. 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.

Gubernatorial Designation Petitions

Beginning April 5, 2013, and for a period of 12 months, Section 6.1 of the Act permits the Governor or his agent to permanently designate State employment positions for exclusion from collective bargaining rights that might otherwise exist under the Act. To implement this provision, the Board recognizes a new type of petition.

Upon the filing of a petition for designation, the Board serves the petition upon all employees occupying the designated positions as well as their certified exclusive bargaining representative, if any, or any labor organization that has petitioned to represent the designated petitions. Recipients have 10 days to file objections to the designation. Upon the filing of such an objection, an administrative law judge evaluates whether an oral hearing is required, and whether or not a hearing is held, issues a recommended decision and order on whether the designation comports with the requirements of the Act. Parties may file exceptions to that recommendation within three days. Upon the filing of such exceptions, the Board's State Panel, in open meeting, will rule on the exceptions and on whether the designation comports with the requirements of the Act. The Act requires the Board to make a final determination within 60 days of the filing of the petition.

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 with the Board a charge 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. Appeals and exceptions are filed with the General Counsel and thereafter reviewed and ruled upon by the Board. 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.

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

Upon request, the Board provides mediation/arbitration (MA) services to parties who have reached an impasse in collective bargaining. A roster of mediators and arbitrators is maintained from which panels are provided to parties requesting such services. 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 only use

interest arbitration on agreement of the parties. Other services, 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 or subjects. 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 the evidence is sufficient to warrant a hearing before an administrative law judge of the ILRB. In these cases, the Executive Director may either dismiss the complaint that is not appealable, 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), implementation of the Illinois Freedom of Information Act (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 of exclusion (80 Ill. Admin. Code 1300). The last six sets of rules governing Board procedures are available from the Board 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, which are open to the public, contain the Illinois Public Employee Reporter as well as the official decisions from many other states, which have public employee labor relations boards.

The Board also serves as the repository of public sector collective bargaining agreements for employees under the Board's jurisdiction.

SELECTED CASE SUMMARIES

REPRESENTATION ISSUES

7/25/2012

4th DISTRICT OPINION

Jurisdiction

In Bd. of Educ. of Peoria Sch. Dist. 150 v. Peoria Fed'n. of Support Staff, Sec./Policemen's Benevolent & Protective Ass'n. Unit 114, 2012 IL App (4th) 110875, 29 PERI ¶19, the Peoria School District filed a complaint challenging the constitutionality of Public Act 96-1257, which went into effect in 2010 and amended the Illinois Public Labor Relations Act by adding peace officers employed directly by school districts to the definition of "public employee," thereby transferring jurisdiction over such employees from the Illinois Educational Labor Relations Board to the Illinois Labor Relations Board. The practical effect of this change was to subject these school district peace officers to the same prohibition on strikes, and the same right to interest arbitration, as other peace officers covered under the IPLRA. The Peoria School District's complaint was filed shortly after the Union filed a petition with the ILRB to be certified as the representative of the District's security and police officers, the same unit it had represented for years under a certification issued by the Educational Labor Relations Act. The basis for the Peoria School District's challenge was its claim that Public Act 96-1257 was special legislation intended to apply only to the school district in Peoria. The circuit court dismissed the complaint, and the Peoria School District appealed. The Fourth District reversed and remanded for further consideration, finding that the complaint stated a claim sufficient to survive the motion to dismiss, and rejecting the argument raised by the ILRB and IELRB that the School District failed to exhaust its administrative remedies when it filed its complaint before the ILRB had made a final determination as to whether the Union should be certified as the representative of the District's security and police employees. On this point, the appellate court concluded that "the questions of whether the unit's members are public employees and their employer a public employer are jurisdictional prerequisites apart from the merits of the case. These are questions appropriately addressed by a trial court prior to a plaintiff's submission to an administrative agency's unauthorized exercise of its jurisdiction."

7/26/12

ILRB SP

Unit Clarification

In Serv. Emps. Int'l. Union, Local 73 and Ill. Sec'y. of State, 29 PERI ¶28 (IL LRB-SP 2012) (Case No. S-UC-12-034), the Union petitioned to clarify an existing bargaining unit by adding Executive I and Executive II positions in the Employer's Drivers' Services Department that had been inadvertently excluded from a recent Board order certifying the Union as the representative of the two titles. Neither party brought this inadvertent exclusion to the Board's attention until the time the subject UC petition was filed. In its decision, the Board affirmed the ALJ's ruling that the UC petition was appropriate, given that Section 1210.170(a)(2) specifically provides for the use of unit clarification petitions to accrete inadvertently excluded titles, and also given the fact that it was undisputed that the Drivers' Services Department positions were inadvertently excluded by the Board's order certifying the Union as the representative of the titles, as all positions in those titles – included the ones in the Drivers' Services Department – were the subject of the hearing on the original petition. The Board rejected the Employer's argument that no UC petition is appropriate in any case unless all three grounds for a UC petition set forth in 1210.170(a) are satisfied, concluding that such an interpretation would make little sense. The Board also rejected the Employer's argument that a hearing was required because the UC petition failed to establish majority support among the petitioned-for employees, noting that a showing of majority support is not required in UC cases, and that, in any event, the Union did demonstrate majority support with respect to all of the positions in the subject titles – including those in the Drivers' Services Department – at the time the original petition to represent those titles was filed.

8/10/12

ILRB SP

Jurisdiction, Joint Employer

In Countiss Perkins and Chief Judge of the Cir. Ct. of Cook Cnty. (Cook Cnty. Juvenile Temp. Det. Ctr.), 29 PERI ¶34 (IL LRB-SP 2012) (Case No. S-CA-09-225), the ALJ dismissed the charge after finding that, based on federal district court orders entered granting a court-appointed Transitional Administrator extensive powers to run the Juvenile Temporary Detention Center, including authority to determine the terms of employment of JTDC employees, the Board had no jurisdiction over the charge because the TA is not a "public employer" under the Act. The Board reversed the ALJ's ruling and remanded the matter for hearing on the question of whether the Chief Judge remained at least a joint employer of the Charging Party, such that Charging Party is still a "public employee" under the Act, and the Board would have jurisdiction over her charge. The Board also directed that the hearing be held in abeyance pending resolution by the federal Court of Appeals of questions raised in the district court with respect to the scope and extent of the TA's authority. In a partial dissent, Member Brennwald wrote that, while he fully agreed with the decision to remand the matter for hearing, he saw no reason to direct that the hearing be held in abeyance if the Charging Party preferred to proceed.

10/19/12

ILRB SP

Supervisor, Managerial, Exclusion as a Matter of Law, Unit Appropriateness

In Am. Fed'n. of State, Cnty. & Mun. Emps., Council 31 and State of Ill., Dep't. of Cent. Mgmt. Servs. (Dep't. of Revenue), 29 PERI ¶62 (IL LRB-SP 2012) (Case No. S-RC-10-222), the Board affirmed the ALJ's determination that four Deputy General Counsels in the State's Department of Revenue are supervisors under Section 3(r) of the Act, based on their duties and responsibilities as heads of separate divisions within the Department's Legal Services Bureau. In affirming the ALJ's ruling, the Board rejected, among other arguments, the Union's contention that the positions at issue did not satisfy the "preponderance" requirement, finding that the ALJ's analysis on this point was consistent with the Fourth District Appellate Court's holding in Dep't of Cent. Mgmt. Serv. v. Ill. State Labor Rel. Bd., 278 Ill. App. 3d 79, 83-86 (4th Dist. 1996), that "[w]hether a person is a 'supervisor' should be defined by the significance of what that person does for the employer, regardless of the time spent on particular types of functions." *Id.*, 278 Ill. App. 3d at 86. The Board also upheld the ALJ's ruling that a fifth attorney, a Senior Counsel who reported to one of the Deputy General Counsels, should not be excluded as a matter of law solely because his position is a "term appointment" under the State Personnel Code, as well as the ALJ's finding that it would not be inappropriate to add the Senior Counsel position to the parties' existing RC-10 bargaining unit solely because of his term appointment status. In so ruling, the Board rejected the Employer's argument that, because expired term appointments cannot be granted the "just cause" protections afforded to other employees in RC-10 under the collective bargaining agreement, the Senior Counsel position must be excluded from collective bargaining altogether, or, in the alternative, the position may not appropriately be included in the existing RC-10 unit with employees covered under the collective bargaining agreement's "just cause" provision. The Board noted that, contrary to the apparent presumption underlying the Employer's arguments, there is nothing in any Board certification order which mandates coverage for employees under a "just cause" provision, or under any other particular term of a collective bargaining agreement, and that a certification only triggers the duty to bargain as spelled out in the Act. Therefore, whether any position is given "just cause" protection is a matter left entirely to the parties, and any concerns over potential "just cause" coverage for any position by virtue of Board certification provides no basis for excluding a position as a matter of law.

10/19/12

ILRB SP

Exclusion as a Matter of Law, Unit Appropriateness

In Am. Fed'n. of State, Cnty. & Mun. Emps., Council 31 and State of Ill., Dep't of Cent. Mgmt. Servs. (Dep't. of Agric., et.al.), 29 PERI ¶63 (IL LRB-SP 2012) (Case No. S-RC-11-004), the Board affirmed the ALJ's ruling, following a June 10, 2011 remand order from the Board, that it would not be inappropriate to certify the Union as the representative of the State's Private Secretary Is as part of the parties' existing RC-62 bargaining unit. The Board rejected the Employer's argument that, because the Private Secretaries are "at will" employees under the

State Personnel Code, they could not be appropriately included in a bargaining unit with employees who have “just cause” protection under the terms of the parties’ collective bargaining agreement. In reaching this conclusion, the Board noted that the RC-62 bargaining unit already includes positions designated as “at will” under the Personnel Code, and that the coverage of any of these positions under the “just cause” provision of the collective bargaining agreement would have come about only as a result of the specific agreement of the Employer and the Union. Referencing its decision in Am. Fed’n of State, Cnty. & Mun. Emps., Council 31 and State of Ill., Dep’t. of Cent. Mgmt. Servs. (Dep’t. of Revenue), 29 PERI ¶62 (IL LRB-SP 2012) (Case No. S-RC-10-222), issued the same day, the Board also noted that there is nothing in any Board certification order which mandates coverage for employees under a “just cause” provision, or under any other particular term of a collective bargaining agreement, and that a certification only triggers the duty to bargain as spelled out in the Act. Therefore, any concerns of the Employer with respect to maintaining “at will” status for represented employees are concerns that it can address in negotiations.

10/26/12

ILRB SP

Managerial

In Am. Fed’n. of State, Cnty. & Mun. Emps., Council 31 and State of Ill., Dept. of Cent. Mgmt. Servs. (Ill. Commerce Comm’n), 29 PERI ¶76 (IL LRB-SP 2012) (Case Nos. S-RC-10-034 and S-RC-10-036), the Board affirmed the ALJ’s ruling that Administrative Law Judge IIIs and IVs in the Illinois Commerce Commission are managerial employees and therefore excluded from coverage under the Act. The matter came to a Board ALJ for hearing only after a remand order from the Fourth District Appellate Court in Dep’t of Cent. Mgmt. Servs./Ill. Commerce Comm’n v. Ill. Labor Relations Bd., 406 Ill. App. 3d 766 (4th Dist. 2010), in which the court found that the Board had improperly certified the Union as the representative of the ALJ IIIs and IVs without conducting a hearing on the Employer’s claim that the petitioned-for employees are managerial under Section 3(j) of the Act. (The court rejected the Employer’s argument that the employees are “managerial as a matter of law.”) In affirming the ALJ’s ruling, the Board found that the ALJ properly applied the analysis laid out by the Fourth District, and correctly concluded that the employees met the definition of a managerial employee under Section 3(j), based on the fact that they spend 90% of their time issuing recommended decisions in contested cases that they hear, and that, through their recommended decisions, they are “the whole game” when it comes to utility regulation, and thereby help run the agency with respect to its primary mission. In a footnote, the Board rejected the Employer’s one-sentence “incorporation by reference” of its post-hearing brief as its response to the Union’s exceptions, and declined to consider the post-hearing brief. In doing so, the Board concluded that responses to exceptions must focus on the analysis in the ALJ’s decision, and be responsive to the specific points raised by the excepting party – requirements that obviously cannot be met by merely referencing a brief filed prior to issuance of the ALJ’s decision and the filing of exceptions.

11/16/12

4th DISTRICT OPINION

Supervisors

In State of Illinois, Dep’t of Cent. Mgmt. Servs. v. Ill. Labor Relations Bd., 2012 IL App (4th) 110013, 29 PERI ¶84, the court reversed the Board’s decision in 26 PERI ¶131 (IL LRB-SP 2010) (Case Nos. S-RC-09-038 and S-RC-09-060), and held that the Board erred in affirming the ALJ’s ruling that professional engineers in the State’s Department of Human Resources, Environmental Protection Agency and Department of Natural Resources were not supervisors under the Act. In reversing the Board, the court determined that the engineers “collectively use independent judgment” to train, direct, evaluate, approve time off and discipline, that they spend “a predominate amount of time involved in supervisory functions,” and that, to the extent the Board found otherwise, the Board’s decision was clearly erroneous. In addressing the “preponderance” requirement under the Act, the court applied the “most significant allotment of time” standard articulated by the Illinois Supreme Court in City of Freeport v. Ill. State Labor Relations Bd., 135 Ill. 2d 499; 554 N.E.2d 155 (1990), and rejected the Employer’s argument that the “State supervisors notwithstanding” language in the Act made the preponderance prong inapplicable to State supervisors, noting that the Fourth District had previously rejected the same argument in Dep’t of Cent. Mgmt. Servs. v. Ill. State Labor Relations Bd., 249 Ill. App. 3d 740; 619 N.E.2d 239 (1993).

11/29/12

4th DISTRICT ORDER

Supervisors, Managerial, Jurisdiction

In Secretary of State v. Ill. Labor Relations Bd., 2012 IL App (4th) 111075-U, 29 PERI ¶94, the Fourth District, in a non-precedential decision, affirmed the Board's ruling in 28 PERI ¶68 (IL LRB-SP 2011) (Case Nos. S-RC-11-006) certifying the Union as the representative of the petitioned-for Executive Is and IIs, and rejecting the Employer's argument that the employees are supervisory and/or or managerial employees under the Act. The court found the Employer's evidence on supervisory status to be conclusory, particularly on the element of "independent judgment," and rejected the Employer's argument that the "preponderance" element need not be met for State employees. The court also agreed with the Board that the fact that many of the employees at issue are either the first or second highest ranking official at their facility was insufficient, in and of itself, to establish that they exercise supervisory direction, or that they in fact "run" the facilities in a sense that would qualify them as "managerial" within the meaning of the Act. In its ruling, the court also upheld the Board's determination that it does not lose jurisdiction over a representation petition after the statutory 120-day period to render a decision has run.

11/30/12

4th DISTRICT OPINION

Supervisors

In State of Illinois, Dep't of Cent. Mgmt. Servs. (Dep't of Public Health) v. Ill. Labor Relations Bd., 2012 IL App (4th) 110209, 29 PERI ¶93, a two-member majority of the Fourth District affirmed the Board's ruling in 27 PERI ¶10 (IL LRB-SP 2011) (Case Nos. S-RC-09-036) that three regional supervisors are not supervisors within the meaning of the Act, and that the Union should be certified as their representative within an existing bargaining unit. Citing its 2008 opinion in Dep't of Cent. Mgmt. Servs. v. Ill. Labor Relations Bd., 382 Ill. App. 3d 208 (4th Dist. 2008), the court deferred to the Board's determination that there was insufficient evidence that the regional supervisors exercised any supervisory authority with the requisite consistent use of independent judgment. With respect to discipline, the court ruled that it was apparent from the record that "disciplinary decisions are reached as a collaborative effort among several levels of supervisors and the personnel office," and that, in the absence of any evidence as to who initiates disciplinary proceedings, how they are conducted, and the regional supervisors' role in such proceedings, there was no basis for concluding that the regional supervisors have the authority to discipline with the required level of independent judgment. The court also noted a similar lack of evidence with respect to the extent of the regional supervisors' authority to direct by way of employee evaluations, and granting work schedule and time off requests. Justice Cook dissented, stating he believed the court's 2008 decision was wrongly decided.

12/11/12

4th DISTRICT OPINION

Confidential, Managerial

In State of Illinois, Dep't of Cent. Mgmt. Servs. (Dep't of State Police) v. Ill. Labor Relations Bd., 2012 IL App (4th) 110356, 29 PERI ¶92, the Employer appealed the Board's certification of the Union as representative of a civilian staff attorney in the State Department of Police (Case No. S-RC-10-122), challenging the Board's determination that the staff attorney was neither confidential nor managerial within the meaning of the Act. The court affirmed the Board's ruling that the employee was not managerial, but reversed the Board's finding that he was not confidential. In affirming the Board's determination that the staff attorney was not managerial, the court distinguished this case from the First District's decision in Salaried Employees of North America (SENA) v. Ill. Local Labor Relations Bd., 202 Ill. App. 3d 1013, 1022, 560 N.E.2d 926, 933 (1st Dist. 1990), noting the State Police legal department's clear hierarchy and division of labor, the attorneys' limited authority and independence, and the First District's emphasis on the uniqueness of the facts in the SENA case. In reversing the Board on the question of confidential status, the court found that, even though the attorney at issue had not as of yet handled any labor relations-specific matters, the fact that other attorneys in the same office have, and that, as reflected in his job description, work on collective bargaining matters is one of the job functions that his supervisor could assign to him at any time, the Board's decision that the attorney did not meet the "authorized access" test was clearly erroneous.

1/11/13

ILRB SP

New Petition For Excluded Positions

In International Association of Machinists and Aerospace Workers, District 8 and State of Illinois, Dep't of Cent. Mgmt. Servs. (Dep't of Human Servs.), 29 PERI ¶122 (IL LRB-SP 2013) (Case No. S-RC-12-109), the Union's petition sought to represent a unit of Public Service Administrators who had recently been the subject of petitions filed by AFSCME, and found by the Board in 2010 and 2011 to be supervisory, managerial or confidential. The Board affirmed the ALJ's dismissal of the Union's petition based on the Union's failure to respond to the ALJ's directive to provide information as to any changes in the employees' job duties, and why the Union should not be bound by the Board's prior rulings finding the employees to be excluded under the Act.

1/11/13

4th DISTRICT OPINION

Managerial

In State of Illinois, Dep't of Cent. Mgmt. Servs. (Pollution Control Bd.) v. Ill. Labor Relations Bd., 2013 IL App (4th) 110877, 29 PERI ¶117 (Case No. S-RC-10-196), the Fourth District reversed the Board, and found attorney-assistants working for the Pollution Control Board to be managerial as a matter of law. Noting that the attorney-assistants work closely with PCB members, including in drafting and issuing administrative adjudicatory decisions, the court found that the attorney-assistants have "unique duties and independent authority as surrogates to the PCB members." The Court analogized their duties to those of judicial law clerks, and viewed them to be similar to the ALJs held to be managerial as a matter of law in Dep't of Cent. Mgmt. Servs./Ill. Human Rights Commn. v. Ill. Labor Relations Bd., 406 Ill. App. 3d 310 (4th Dist. 2010).

1/17/13

ILRB SP

Supervisors

In Village of Plainfield and Illinois Fraternal Order of Police Labor Council, 29 PERI ¶123 (IL LRB-SP 2013) (Case No. S-RC-09-111), the Board affirmed the ALJ's dismissal of the Union's petition to represent nine police sergeants, agreeing that they are supervisors under the Act. However, in its decision, the Board reversed the ALJ's ruling that the sergeants have the supervisory authority to effectively recommend subordinates for promotion. The ALJ based this ruling on the sergeants' significant discretionary authority to evaluate their subordinates, and the fact that the evaluations are a factor in the consideration of subordinates for promotion. The Board found this discretionary authority to evaluate equates to supervisory direction, rather than authority to effectively recommend promotion.

1/28/13

4th DISTRICT OPINION

Supervisors

In State of Illinois, Dep't of Cent. Mgmt. Servs. (Dep't of Transportation) v. Ill. Labor Relations Bd., 2013 IL App (4th) 110825, 29 PERI ¶118 (Case No. S-RC-10-194), the Fourth District reversed the Board, and held that Illinois Department of Transportation Field Technicians are supervisors, finding that the Field Technicians have the supervisory authority to effectively recommend discipline, and that they spend "a predominate amount of time" performing the supervisory functions of assigning work, scheduling overtime, considering time off requests and conducting evaluations with the consistent exercise of independent authority. In reaching this conclusion, the Court dismissed evidence that some of the Field Technicians do not exercise authority on a regular basis, noting that this fact "does not destroy the existence or the effectiveness of the authority," and citing the potential for a conflict of interest if both the Field Technicians and their subordinates were unionized. The Court also reversed the Board with respect to a petitioned-for Technical Manager position in the Department of Transportation's Sign Shop, finding that this position was also supervisory within the meaning of the Act, since the subject employee spends over 80% of his day assigning work, and also monitors and evaluates employees' performance, completes performance evaluations, approves or denies time off based on operational need, determines overtime, recommends discipline, and makes budget decisions for the Sign Shop.

1/28/13

ILRB SP

Managerial

In AFSCME Council 31 and State of Illinois, Dep't of Cent. Mgmt. Servs. (Ill. Commerce Commn.), 29 PERI ¶129 (IL LRB-SP 2013) (Case No. S-RC-09-202), the ALJ rejected the Employer's argument that four attorneys for the ICC in the title Technical Advisor IV should be excluded from representation as managerial employees under the "traditional test" (the Employer did not argue that they should be excluded as "managerial as a matter of law"). A Board majority reversed the ALJ with respect to three of the attorneys, finding them to be managerial. The majority found one of those attorneys to be managerial based on his representation of the ICC in court litigation other than administrative review, noting that litigation advice in this context could "spill over" into more general advice regarding the way the agency operates and even its policy objectives, which the majority concluded suggested the performance of managerial functions. A second attorney was found to be managerial based on his provision of in-house legal advice in a non-litigation context, some of which, the majority reasoned, concerns how the agency will be run and the means the agency will use to achieve its mandate, notwithstanding the fact that the attorney does not necessarily have final authority in these matters. The majority found the third attorney to be managerial based on her responsibility for monitoring legal issues that arise with respect to outside entities, including agencies like the Federal Energy Regulatory Commission and Federal Communications Commission, and her recommendations to the ICC regarding potential ICC involvement in proceedings before these outside entities and agencies, which recommendations are sometimes followed. The majority characterized this attorney's role as that of "an advisor and gatekeeper with respect to those areas in which the ICC chooses to become involved," and found these functions to be indicative of managerial status. The majority determined that, even though this attorney's recommendations are not necessarily followed, she nevertheless has "power and influence on managerial decision-making sufficient to constitute managerial authority" under relevant precedent. Members Brennwald and Washington dissented from the majority's decision that the three attorneys are managerial, opining that the predominant function of all three employees is to perform the classic role of an attorney in representing and advising client decision-makers, and that there is no indication in the record that the attorneys themselves predominantly perform functions that are executive and managerial in nature, or which could fairly be characterized as anything other than purely advisory and subordinate.

1/28/13

ILRB SP

Supervisors, Managerial and Confidential

In AFSCME Council 31 and State of Illinois, Dep't of Cent. Mgmt. Servs., 30 PERI ¶38 (IL LRB-SP 2013) (Case No. S-RC-10-220), the Union petitioned to represent approximately 106 information technology employees in several State agencies. The Union and the Employer reached agreement on unit placement/exclusion with respect to 89 of the positions, and went to hearing on the Employer's various exclusion claims for the remaining 17. The ALJ rejected the Employer's exclusion claims with respect to 15 of the 17 positions. The Employer filed exceptions with respect to all of the ALJ's adverse rulings, and the Union cross-exceptioned to one of the two positions the ALJ ruled should be excluded. Of the 16 positions at issue on appeal, the Board affirmed the ALJ's ruling on the confidential exclusion to which the Union exceptioned, and reversed the ALJ in finding that a second employee should also have been excluded as confidential. The Board determined that both employees, in the regular course of their duties, have authorized access to confidential information related to the agency's grievance responses, and/or prior knowledge of discipline and promotions. The Board also reversed the ALJ in finding that five other employees should have been excluded as managerial, and that a sixth should have been excluded as a supervisor. In reversing the ALJ on the managerial question, the Board determined that the employees at issue were high-ranking IT personnel whose authority to broadly affect the agency's operations, and responsibility for an important component of the means by which the agency fulfills its policy objectives, went beyond merely providing technical IT expertise. The Board remanded the remaining eight positions at issue for further factual development regarding the Employer's contentions that the positions are managerial and/or supervisory within the meaning of the Act.

1/28/13

ILRB SP

Confidential and Short-Term Employee

In IUOE Local 649 and Village of Germantown Hills, 29 PERI ¶130 (IL LRB-SP 2013) (Case No. S-RC-11-128), the Employer challenged the Union's majority interest petition to represent three maintenance employees on the ground that the Employer employs fewer than five "public employees" within the meaning of the Act, and that the Board therefore lacked authority to certify the proposed unit under Section 20(b) of the Act. The ALJ rejected the Employer's argument and recommended certification of the proposed bargaining unit, finding that, although the Employer's Superintendent of Public Works meets the "confidential" exclusion from the definition of public employee, both a part-time maintenance employee and the Village Treasurer/Deputy Clerk are public employees within the meaning of the Act, and the Employer therefore employs a total of five public employees. The Employer filed exceptions to the ALJ's ruling that the part-time maintenance employee and Village Treasurer/Deputy Clerk are public employees within the meaning of the Act. The Board reversed the ALJ with respect to both employees, finding that the part-time maintenance employee is a "short-term employee" under Section 3(q) of the Act, and that the Village Treasurer/Deputy Clerk meets the definition of a confidential employee under Section 3(c), since it expected that she would be assisting the Village Clerk in collective bargaining negotiations in the event the unit were certified.

4/8/13

ILRB SP

Contract Bar

In Illinois Council of Police and County of Lake/Sheriff of Lake County and Illinois Fraternal Order of Police Labor Council, 29 PERI ¶165 (IL LRB-SP 2013) (Case No. S-RC-13-031), approximately 18 months after the stated expiration date of its collective bargaining agreement with the Employer, the incumbent collective bargaining representative, IFOP, filed for interest arbitration to resolve an impasse in the parties' negotiations for a successor collective bargaining agreement. The interest arbitration hearing was held approximately eight months later, and the parties exchanged briefs another six months after the hearing. Approximately four months after the parties exchanged briefs (three years after the stated expiration date of the CBA), and one month prior to the interest arbitrator's issuance of an award, a rival union, ICOP, filed the subject majority interest petition seeking to replace IFOP as the collective bargaining representative of the unit. IFOP argued that ICOP's petition should be dismissed pursuant to the "contract bar" doctrine incorporated in Section 9(h) of the Act and Section 1210.35(a) of the Board's rules. Citing a "bright line" rule established by Board precedent to the effect that, in order to constitute a "contract" that would bar an election under the doctrine, an agreement must (1) be signed by the parties prior to the filing of the election petition; and (2) contain terms and conditions substantial enough to stabilize the parties' bargaining relationship, the ALJ rejected IFOP's argument and directed an election, finding that neither condition pertained with respect to the pendency of the interest arbitration proceeding at the time ICOP's petition was filed. The Board affirmed the ALJ's recommended decision. In its ruling, the Board also declined to accept the invitation of amicus Illinois Public Employer Labor Relations Association to adopt an "interest arbitration bar" doctrine applicable to cases such as this, citing as the essential determining principle "stability in bargaining relationships requires predictability and a bright line," and rejecting the notion that adopting an "interest arbitration bar" would necessarily promote stability in bargaining relationships. On a procedural note, and over the dissent of Chairman Hartnett, the Board rejected IFOP's request for oral argument on appeal, deciding that the issues had been adequately addressed through the briefing process, and that any added benefit of hearing oral argument would be outweighed by the resulting further delay in the processing of the election petition.

5/16/13

ILRB SP

Revocation of Certification Pursuant to Court Order

In AFSCME Council 31 and Illinois State Board of Elections, __ PERI ¶__ (IL LRB-SP 2013) (Case No. S-RC-11-122), the Board directed the Executive Director to revoke the certification of a bargaining unit of approximately 55 employees in accordance with an April 30, 2013 order issued by the Fourth District Appellate Court. As noted in the Board's order, the certification of the unit had been issued on October 28, 2011, following an October 24, 2011

decision of the Board, and the Employer appealed the certification to the Appellate Court. On April 5, 2013, while the Employer's appeal was pending, the Governor signed into law Public Act 97-1172, which, among other amendments to the Act, revised the definition of "public employer" to exclude the State Board of Elections. Based on this change in law, the Employer moved the Appellate Court to vacate both the certification and the Board's October 24, 2011 decision directing certification. The court denied the Employer's motion to vacate the Board's decision, but granted the Employer's motion to vacate the certification.

6/12/13

ILRB SP

Revocation of Certification Pursuant to Court Order

In SEIU Local 73 and Illinois Secretary of State, 29 PERI ¶28 (IL LRB-SP 2013) (Case No. S-UC-12-034), in accordance with a May 7, 2013 order issued by the Fourth District Appellate Court, the Board vacated its July 26, 2012 decision and order clarifying an existing unit by adding certain Executive I and Executive II positions that had been inadvertently excluded, and directed the Executive Director to revoke the subsequent certification adding those positions to the unit. The Court's order came while the Employer's appeal of the certification was pending, and in the wake of the April 5, 2013 enactment of Public Act 97-1172, which, among other amendments to the Act, revised the definition of "public employee" to exclude Executive I and higher positions in the Office of the Secretary of State. Also in accordance with the order of the Court, the Board remanded the matter for further proceedings before an administrative law judge in order to apply the relevant terms of the amended Act.

6/14/13

1st DISTRICT OPINION

Supervisors

In SEIU Local 73 v. Ill. Labor Relations Bd., 2013 IL App (1st) 120279, 30 PERI ¶13, the First District affirmed the Board's decision in SEIU Local 73 and City of Chicago, 28 PERI ¶86 (IL LRB-LP 2011) (Case No. L-RC-11-006), reversing the ALJ's recommended decision and order and finding that 11 Supervising Investigators employed by the City of Chicago's Independent Police Review Authority are supervisors under the Act. The Court determined that, based on the record, the Supervising Investigators employ independent judgment in assigning work to their subordinates and monitoring their work, that these are the most important and predominant tasks performed by the Supervising Investigators, and that this work constitutes supervisory "direction" within the meaning of the Act. The Court also found that the Supervising Investigators exercise significant discretionary authority that affects their subordinates' wages, discipline and other working conditions, and concluded that the Board's ruling that the Supervising Investigators are supervisors under the Act was not clearly erroneous.

6/28/13

ILRB SP

Voter Eligibility

In Bruce Auer and Town of Normal (Public Works Dep't) and Laborers Int'l Union of North America, 30 PERI ¶32 (IL LRB-SP 2013) (Case No. S-RD-12-006), the ALJ ruled that two six-month employees, whose terms had expired by the date of the decertification election, were ineligible to vote in that election, with the result that the incumbent prevailed in the election by a margin of one vote. A Board majority reversed the ALJ, finding that the two six-month employees had a reasonable expectation of future employment, based on the employer's long history of re-hiring term employees who had performed well, and representations to the two that they had indeed performed well, and notwithstanding the fact that they would have to re-apply to be re-hired the following summer. The Board therefore ordered that the two ballots be opened and counted. Members Besson and Brennwald dissented, opining that, because it was clear that, as of the date of the election, neither individual was an employee of the employer, and any future employment depended entirely on a decision by each to re-apply, and a separate decision by the employer to re-hire, these individuals should not be deemed to have a reasonable expectation of future employment for purposes of determining their eligibility to vote.

EMPLOYER UNFAIR LABOR PRACTICES

7/26/12

ILRB SP

Retaliation

In Stephanie Birkner & Douglas Birkner and Vill. of New Athens, 29 PERI ¶27 (IL LRB-SP 2012) (Case Nos. S-CA-11-120 and -122), the Board upheld the ALJ's ruling that the Employer violated Section 10(a)(1) by discharging both Charging Parties in retaliation for their signing a petition to remove a Village trustee from office. The Board noted that Charging Parties' signing of the petition involved protected activity because the petition expressly addressed concerns related to hiring, firing and promotion of Village employees. It was undisputed that the trustee was angry with both Charging Parties for having signed the petition, and the Board agreed with the ALJ's finding that the Employer's inconsistent and inadequate attempts to explain the discharge of the Charging Parties warranted an inference of unlawful animus.

7/26/12

ILRB LP

Executive Director Dismissal - Retaliation

In Samuel Ware and City of Chi., 29 PERI ¶26 (IL LRB-LP 2012) (Case No. L-CA-10-058), the Board affirmed the Executive Director's dismissal of Charging Party's charge alleging that the Employer improperly took several adverse actions against him, agreeing with the Executive Director's conclusion that Charging Party was treated no differently from other employees in his department. The Board also found irrelevant the fact that Charging Party was a union steward at the time of the alleged adverse actions, because such status alone is insufficient to confer any greater protections under the Act, and Charging Party provided no evidence to suggest that his actions as a union steward were a basis for any retaliation by the Employer.

8/1/12

5TH DISTRICT OPINION

Interest Arbitration, Refusal to Bargain

By means of a non-precedential order issued in Cnty. of St. Clair & Sheriff of St. Clair Cnty. v. Ill. Labor Relations Bd., State Panel & Ill. Fraternal Order of Police Labor Council, 2012 IL App (5th) 110317-U, 29 PERI ¶20, the 5th District Appellate Court affirmed the Board's decision finding that the St. Clair County Sheriff violated Section 14(1), and therefore Section 10(a)(4), when it unilaterally changed the status quo during the course of interest arbitration proceedings by creating a new transit unit and transferring bargaining unit work to non-bargaining unit employees.

8/2/12

ILRB LP

Executive Director Dismissal – Failure to Provide Information, Repudiation

In Theodis Ivy and City of Chi., 29 PERI ¶30 (IL LRB-LP 2012) (Case No. L-CA-12-050), the Board affirmed the Executive Director's dismissal for the Charging Party's failure to respond to the Board agent's request for further information that might indicate that the Employer's alleged actions could have constituted anything more than a single instance of a breach of its collective bargaining agreement with Charging Party's Union.

8/8/12

ILRB LP

Executive Director Dismissal - Timeliness

In Tri-State Prof'l. Firefighters Union, Local 3165, IAFF and Tri-State Fire Prot. Dist., 29 PERI ¶33 (IL LRB-SP 2012) (Case No. S-CA-12-027), the Board affirmed the Executive Director's dismissal of the Union's charge because it was filed more than six months after the Union had knowledge of the events giving rise to the charge.

8/8/12

ILRB LP

Executive Director Dismissal – Improper Representation

In William Foster & Laura Foster and Chi. Transit Auth., 29 PERI ¶32 (IL LRB-LP 2012) (Case No. L-CA-11-006), Charging Parties alleged that the Employer violated the Act by entering into a collective bargaining agreement with a coalition of trades unions representing the Employer's employees, including the Charging Parties. The Executive Director initially dismissed the charge on timeliness grounds, which dismissal was upheld by the Board following Charging Parties' appeal. While the Board's decision was pending administrative review in the Appellate Court, the Board determined that the charge had in fact been filed in a timely fashion, and, upon the Board's own motion, the Appellate Court remanded the charge to the Board for consideration on the merits. The Board then upheld the Executive Director's dismissal of the charge on the ground that the essence of the Charging Parties' claim is that they were not properly represented in negotiations by the trades coalition, and that the charge therefore did not state a claim against the Employer, against whom the charge was filed.

8/8/12

ILRB LP

Executive Director Dismissal – Union Unfair Labor Practices

In Wayne Harej and Fraternal Order of Police, Lodge 7, 29 PERI ¶31 (IL LRB-LP 2012) (Case No. L-CB-12-033), Charging Party claimed that the Union improperly denied him the opportunity to attend a joint Union-Employer stress management class on the basis of Charging Party's status as a "fair share" dues-paying member of the bargaining unit who was therefore not a full dues-paying member of the Union. The Board upheld the Executive Director's dismissal, finding that the investigation revealed that Charging Party was never in fact prevented from attending the class, and that he instead failed to even apply or otherwise make any effort to attend the class.

8/10/12

ILRB SP

Executive Director Dismissal Reversed – Duty to Bargain, Refusal to Reduce Agreement to Writing

In Int'l. Union of Operating Eng'rs., Local 150 and Vill. of Oak Lawn, 29 PERI ¶35 (IL LRB-SP 2012) (Case No. S-CA-10-221), the Union and the Employer entered into a memorandum of understanding outlining the parameters of a second, more detailed agreement to be drafted and executed by the parties, but were unable to reach agreement as to the terms of the second document. The Board reversed the Executive Director's dismissal of the Union's charge alleging a violation of Section 10(a)(4), finding that there was a question of law and fact sufficient to warrant hearing as to whether the parties had reached a meeting of the minds with respect to the terms to be included in the second agreement.

8/10/12

ILRB LP

Executive Director Dismissal Reversed - Retaliation

In Susan Gruberman and St. Clair Twp., 29 PERI ¶37 (IL LRB-SP 2012) (Case No. S-CA-12-088), the Charging Party alleged that the Employer violated Section 10(a)(1) when her supervisor accused her of insubordination in connection with her comments at a public meeting of the Township's board of trustees. The Board reversed the Executive Director's dismissal of the charge, finding a question of fact and law sufficient to warrant hearing with respect to whether her supervisor's statements coerced, restrained or interfered with activity protected under the Act.

8/10/12

ILRB SP

Executive Director Dismissal - Retaliation

In Peter J. Wagner and State of Ill., Dep't. of Cent. Mgmt. Servs., 29 PERI ¶36 (IL LRB-SP 2012) (Case No. S-CA-12-072), the Board upheld the Executive Director's dismissal of the charge, which alleged that the Employer violated the Act by terminating his probationary employment after he had engaged in union organizing activities.

In upholding the dismissal of the charge, the Board found no evidence that the Employer was aware of any union activity by Charging Party prior to the time it initiated the termination of his employment.

8/10/12

ILRB SP

Executive Director Dismissal - Union Unfair Labor Practices

In Britt Weatherford and Am. Fed'n. of State, Cnty & Mun. Emps., Council 31, 29 PERI ¶38 (IL LRB-SP 2012) (Case No. S-CB-12-016), the Board upheld the Executive Director's dismissal of Charging Party's fair representation charge regarding the Union's handling of two grievances, and the Executive Director's determination that there was no evidence that the Union intentionally took action to retaliate against the Charging Party due to his status.

8/14/12

1st DISTRICT OPINION

Retaliation

By way of a published opinion in Cnty. of Cook v. Ill. Labor Relations Bd., State Panel, Beverly Joseph & Leslie Mitchner, 2012 IL App (1st) 111514, 29 PERI ¶44, the 1st District Appellate Court reversed the Local Panel's decision finding that an employer committed an unfair labor practice by refusing to reinstate a nurse because she had filed too many grievances. The nurse (and a fellow nurse involved in the case) worked for Cermak Health Services and was assigned to the Cook County Juvenile Temporary Detention Center (rather than at the jail). When the Transitional Administrator for the JTDC was appointed by the federal district court, he ordered that all who worked at the JTDC submit to background checks. These two nurses refused to do so, ostensibly for the purpose of protecting the rights of all bargaining unit members not to be subjected to unilateral changes in working conditions. During discussions attempting to settle related arbitration proceedings, a representative of the Employer purportedly stated that the Employer would consider reemploying one of the nurses but not the other, because of all the grievances she had filed. An arbitrator eventually ruled that both employees were terminated for just cause. The ALJ found violations both in the termination and in the refusal to reinstate. The Board reversed the ALJ's finding that the terminations violated the Act, but a majority found a violation in the refusal to reinstate. Dissenting member Anderson found the evidence upon which the second finding was based insufficient to support finding a violation. In reversing the Board, the court agreed with the dissenting member that the evidence was insufficient to justify finding a violation with respect to the failure to reinstate. The court also overruled the majority's finding that the evidence concerning what was said by the Employer's representative during settlement discussions was admissible. The court distinguished NLRB precedent which considered some statements made in settlement discussions, and, relying on Board rule 1200.120 (which had not been cited by any parties), held that it did not matter that the settlement discussions were outside the context of the unfair labor practice proceeding.

8/22/12

ILRB LP

Executive Director Dismissal - Retaliation

In Gerard H. Henderson and Cnty. of Cook, 29 PERI ¶46 (IL LRB-LP 2012) (Case No. L-CA-12-040), the Board upheld the Acting Executive Director's dismissal on the ground that Charging Party failed to show that his layoff was because of, or in retaliation for, his exercise of any rights protected under the Act.

8/22/12

ILRB LP

Executive Director Dismissal – Failure to Provide Information, Union Unfair Labor Practices

In Darryl Carter and Am. Fed'n. of State, Cnty. & Mun. Emps., Council 31, 29 PERI ¶48 (IL LRB-LP 2012) (Case No. L-CB-12-041), the Board upheld the Executive Director's dismissal of the charge based on Charging Party's failure to comply with the investigating Board agent's request for information demonstrating intentional conduct by the Union directed at Charging Party because of his past actions or status, or because of the Union's animosity toward Charging Party.

8/30/12

ILRB SP

Refusal to Bargain

In Lake Forest Prof'l. Firefighters Union, IAFF, Local 1898 and City of Lake Forest, 29 PERI ¶52 (IL LRB-SP 2012) (Case No. S-CA-10-115), the Union filed a charge alleging that, following certification of the Union as representative of a unit of firefighters and paramedics, the Employer violated Section 10(a)(4) by unilaterally withholding pay increases and by assigning overtime work to non-unit chiefs. The Board affirmed the ALJ's ruling that there was no violation of the Act with respect to the assignment of overtime, because such assignments were consistent with the status quo as it pertained as of the date of certification. The Board also agreed with the ALJ's conclusion that the Employer did violate the Act with respect to the denial of the pay increases, because, as of the date of certification, the unit employees had a reasonable expectation of receiving their annual May 1 across-the-board and step increases, as they had every prior year for at least the previous twelve years.

8/30/12

ILRP SP

Executive Director Dismissal – Employer Charge against Union

In Vill. of Barrington Hills and Metro. Alliance of Police, Chapter 576, 29 PERI ¶51 (IL LRB-SP 2012) (Case No. S-CB-12-015), the Employer filed a charge alleging that the Union breached its duty of fair representation, and also failed to bargain in good faith, when it proposed during CBA negotiations that the Union president be reimbursed for educational expense reimbursement he was denied, without proposing a similar reimbursement for other unit employees. The Board upheld the Executive Director's dismissal of the charge, agreeing with the Executive Director that the Employer did not have standing to allege a violation by the Union of its duty of fair representation, and that there was no basis for alleging a violation of the Union's duty to bargain in good faith. On the latter point, the Board noted that the denial of tuition reimbursement for the Union president was the subject of a separate unfair labor practice charge, and also cited the wide latitude unions have in determining which proposals best serve the interests of the unit as a whole.

9/25/12

ILRB LP

Executive Director – Retaliation

In William Sewell and Cnty. of Cook, 29 PERI ¶58 (IL LRB-LP 2012) (Case No. L-CA-12-039), Charging Party alleged that his layoff by the Employer violated Section 10(a)(1). Because Charging Party did not allege that his layoff was in retaliation for his exercise of any rights protected under the Act, and the facts did not otherwise suggest any such improper motive on the part of the Employer, the Board affirmed the Executive Director's dismissal of the charge.

10/26/212

ILRB LP

Compliance, Remedies

In Local 8A-28A Metal Polishers, Sign & Display, Novelty Workers, Auto. Equip. Painters and Chi. Transit Authority, 29 PERI ¶73 (IL LRB-LP 2012) (Case No. L-CA-01-017-C), the Board adopted the ALJ's decision and order upholding a Board compliance officer's compliance order finding that an employee unlawfully transferred to a different, more distant work facility was not entitled to compensation for his additional travel time.

10/26/12

ILRB SP

Executive Director – Retaliation, Refusal to Bargain

In Metro. Alliance of Police, Schaumburg Command Chapter 219 and Vill. of Schaumburg, 29 PERI ¶75 (IL LRB-SP 2012) (Case No. S-CA-12-127), the Board upheld the Executive Director's dismissal of the Union's allegations that the Employer violated Sections 10(a)(2) and 10(a)(4) with respect to its implementation of a reorganization plan under which bargaining unit Lieutenant positions would be phased out by attrition. The Union alleged that the reorganization was implemented in retaliation for the Union's prevailing in an interest arbitration award issued

approximately four and one-half months prior to the announcement of the reorganization plan, and therefore violated Section 10(a)(2). The Union also alleged that the Employer violated Section 10(a)(4) by refusing to bargain over the effects of the reorganization. The Executive Director found no issue of law or fact sufficient to warrant hearing on the 10(a)(2) charge based on the absence of any adverse impact of the reorganization on current unit employees, and the Employer's demonstration of a legitimate, non-retaliatory motive for the reorganization. The Executive Director dismissed the 10(a)(4) charge based on the four-month delay between the Union's receipt of written notice of the reorganization plan and its demand to bargain over the effects of the reorganization, finding that the reorganization was already "well under way" by the time the Union demanded bargaining, and that, by waiting too long, the Union had waived its right to bargain over either the decision or the effects.

10/26/12

ILRB SP

Executive Director Dismissal – Union Unfair Labor Practices

In Benny Eberhardt and Int'l. Bhd. of Teamsters, Local 700, 29 PERI ¶77 (IL LRB-SP 2012) (Case No. S-CB-11-043), the Board affirmed the Executive Director's dismissal of Charging Party's claim that the Union violated the Act by failing to process to arbitration grievances filed on his behalf challenging disciplinary suspensions he had received prior to his discharge. In agreeing with the Executive Director's determination that there was no evidence of any unlawful motive on the Union's part, the Board noted that Charging Party's mere allegation that his grievances had merit was not a sufficient basis for issuing a complaint, and cited the substantial discretion afforded to unions under the Act in determining which grievances to pursue.

10/26/12

ILRB LP

Union Unfair Labor Practices, Variance

In Darryl Spratt and Amalgamated Transit Union, Local 241, 29 PERI ¶78 (IL LRB-LP 2012) (Case No. L-CB-09-066), the ALJ issued a recommended decision ordering that, because it did not file a timely answer to the complaint for hearing, the Union be deemed to have admitted the allegations in the complaint, and therefore found by default to have violated Section 10(b)(1) by failing to advance Charging Party's grievance in retaliation for Charging Party's support for a candidate opposed to the Union's president. The ALJ denied the Union's motion to file a late answer, as well as the Union's request for a variance from the timely filing requirement pursuant to Board Rule 1200.160. The ALJ denied the variance on her finding that the Union failed to demonstrate that application of the timely answer requirement would be "unreasonable or unnecessarily burdensome" within the meaning of 1200.160. The remedy ordered by the ALJ included a directive that the Union advance the Charging Party's grievance to arbitration in accordance with the terms of the collective bargaining agreement. The Board reversed the ALJ's denial of the variance, finding that requiring adherence to the timely answer requirement under the particular circumstances of this case would indeed be unnecessarily burdensome, given that just one day before the answer to the complaint was due, the Union had been placed in trusteeship and its officers replaced and if any demand to arbitrate the grievance at this point is untimely, it may be unfair to require, as an alternative remedy, that the Union pay damages for the termination, if it turns out that there was little likelihood of success on the merits of the grievance in the first place. The Board concluded that, under this "unusual set of circumstances," the best course would be to allow the Union to file a late answer, and to hold a hearing on the merits of the Charging Party's complaint.

12/29/12

ILRB LP

Executive Director Dismissal – Status as Union Officer

In Karl Cook and Chicago Transit Auth., 29 PERI ¶114 (IL LRB-LP 2012) (Case No. L-CA-12-067), the Charging Party alleged that his Employer violated the Act by failing to acknowledge his status as a Union representative. The Board upheld the Executive Director's dismissal of the charge, finding that the Employer properly acted in accordance with information provided to the Employer by the Union's vice president that Charging Party had, in fact, been removed from his duties as a Union officer.

12/29/12

ILRB LP

Executive Director Dismissal Reversed – Failure to Provide Information

In Megan Curry and Fraternal Order of Police, Lodge 7, 29 PERI ¶116 (IL LRB-LP 2012) (Case No. L-CB-13-007), the Executive Director dismissed the charge on a finding that the Charging Party had failed to respond to the request of the investigating Board agent for information in support of her charge. Based on a copy of an email submitted by Charging Party with her appeal, reflecting that she had in fact submitted a position statement by the deadline imposed by the Board agent, the Board reversed the Executive Director's dismissal and remanded the charge for further investigation.

1/28/13

ILRB SP

Duty to Provide Information

In Teamsters Local 916 and Dep't of Cent. Mgmt. Servs. (Dep't of Transportation), 29 PERI ¶124 (IL LRB-SP 2013) (Case No. S-CA-09-248), the Union charged that the Employer violated Section 10(a)(4) by refusing to supply information it claimed was necessary to represent a grievant in connection with his 10-day suspension for alleged racial harassment of a co-employee. Specifically, the Union requested that the Employer provide information regarding internal complaints filed by the co-employee against the grievant, as well as information regarding prior racial harassment complaints filed by the co-employee against other employees. The Board reversed the ALJ's ruling that the Employer was required to produce the requested information pertaining to prior complaints against other employees, finding that the Employer's interest in maintaining the confidentiality of those matters, including the identities of employees involved, outweighed the marginal relevance of the information to the Union's representation of the grievant on the 10-day suspension. The Board affirmed the ALJ's finding of a violation with respect to the information pertaining to the internal complaints leading to the grievant's 10-day suspension, but limited the remedy to a notice posting, in recognition of the fact that the Employer had belatedly supplied part of the information requested, in a manner the Board deemed to be a reasonable accommodation of the Union's information request.

1/28/13

ILRB SP

Permissive Subject of Bargaining

In Midlothian Professional Firefighters Local 3148 and Village of Midlothian, 29 PERI ¶125 (IL LRB-SP 2013) (Case No. S-CA-10-287), the Board affirmed the ALJ's ruling that the Employer violated Section 10(a)(4) by bargaining to impasse on its proposal to exclude discipline and discharge from the grievance arbitration procedures of the parties' collective bargaining agreement. In so ruling, the Board followed its holding in Village of Wheeling, 17 PERI ¶2018 (IL LRB-SP 2001), to the effect that such a proposal is a permissive subject of bargaining under the Act. The Board rejected the Employer's argument that Village of Wheeling was wrongly decided, as well as its argument that a 2007 amendment to the State Municipal Code was intended to overrule the Village of Wheeling decision, concluding instead that, to the contrary, the amendment was intended to make the decision universally applicable to both home rule and non-home rule municipalities.

1/28/13

ILRB SP

Executive Director Dismissal – Threatening Statement, Retaliation

In Geraldine Armstrong and Village of Maywood (Police Dep't), 29 PERI ¶127 (IL LRB-SP 2013) (Case No. S-CA-12-135), Charging Party, a Union steward, alleged that, after she handed her supervisor a grievance challenging her supervisor's instruction that Charging Party provide training to a co-employee, the supervisor became agitated, waved her finger at Charging Party, and angrily repeated the directive. The Executive Director dismissed Charging Party's claim that the supervisor's conduct violated Section 10(a)(1), concluding that no reasonable employee would have viewed the supervisor's statement as conveying a threat of reprisal or force. The Executive Director also dismissed Charging Party's Section 10(a)(2) and 10(a)(3) claims, to the effect that the Employer had disciplined her in retaliation for her attendance at collective bargaining negotiations, and her participation in an

unfair labor practice proceeding before the Board, finding that the basis for the discipline (a two-day suspension which was eventually reduced to a written warning) was Charging Party's leaving work early without permission, not retaliation for any protected activity. The Board affirmed the Executive Director's dismissal in its entirety.

1/28/13

ILRB SP

Executive Director Deferral

In SEIU Local 73 and City of Waukegan, 29 PERI ¶128 (IL LRB-SP 2013) (Case No. S-CA-12-159), the Board upheld the Executive Director's decision to defer to grievance/arbitration the Union's 10(a)(1), (2) and (4) charges alleging that a one-day suspension given to a Union steward was issued in retaliation for his Union activities, and that the Employer had failed to provide information it had requested related to the suspension. The Executive Director found deferral appropriate under the standard articulated by the NLRB in Dubo Mfg. Corp., 142 NLRB 431 (1963), as the Union had already filed a grievance over the suspension, and the parties were prepared to proceed to arbitration.

2/15/13

ILRB LP

Executive Director Dismissal – Retaliation, Weingarten

In Brenda Carter and County of Cook and Health and Hospital Systems (Stroger Hospital), 29 PERI ¶133 (IL LRB-LP 2013) (Case No. L-CA-13-008), Charging Party alleged that the Employer violated Section 10(a)(1) by unjustly terminating her employment and/or denying her Union representation during the discipline process. The Executive Director dismissed the charge, finding no evidence of any connection between Charging Party's termination and any protected activity of which the Employer could have been aware, and no basis for her Weingarten claims. With respect to the latter, the Executive Director found that one claim arose in the context of a directive issued by a supervisor, rather than an investigatory interview. In the other instance, Charging Party made no attempt prior to the scheduled disciplinary meeting to obtain Union representation, and the Employer in any event offered to postpone the meeting, and Charging Party did in fact have a Union representative at the re-scheduled meeting. The Board affirmed the Executive Director's dismissal of the charge.

4/8/13

ILRB SP

Retaliatory Discharge, Repudiation

In Policemen's Benevolent Labor Committee and County of Bureau and Bureau County Sheriff, 29 PERI ¶163 (IL LRB-SP 2013) (Case No. S-CA-11-169), the Board affirmed the ALJ's ruling that (1) the Employer violated Sections 10(a)(2) and (1) of the Act by moving to discharge a Deputy Sheriff in retaliation for her grievance filing activity and her efforts to replace the former collective bargaining representative; (2) the Employer did not repudiate the collective bargaining agreement by filing a declaratory judgment action in court contesting any obligation to arbitrate the Deputy's discharge grievance; and (3) the allegations involving an earlier 27-day suspension issued to the Deputy be deferred to the terms of a settlement agreement between the Employer and the Union. In affirming the finding of retaliatory discharge, the Board noted the arbitrary and pretextual nature of some of the disciplinary allegations brought by the Employer, as well as record evidence of anti-union animus on the Employer's part. With respect to the repudiation charge, the Board limited the basis for affirming the ALJ to her finding that, because the Employer's refusal to arbitrate involved only a discrete class of grievances (those filed after the Union replaced the former collective bargaining representative), that refusal to arbitrate would not constitute repudiation under Section 10(a)(4), even if the Employer were found to have a continuing duty to arbitrate the discharge grievance after the decertification of the incumbent collective bargaining representative. In so limiting its holding, the Board specifically declined to adopt the ALJ's recommended ruling that the collective bargaining agreement terminated upon the decertification of the former collective bargaining representative, and that the duty to arbitrate the discharge grievance nevertheless survived the decertification and termination of the collective bargaining agreement. Regarding the former point, the Board noted that, in Thompson v. Policemen's Benevolent Labor Committee, 2012 IL App (3d) 110926, the Third District Appellate Court specifically held that the same collective bargaining agreement at issue in this case continued in full force and effect despite the

decertification of the incumbent. The Board therefore reasoned that, although the Court's ruling on this point is not necessarily the same result the Board would have reached, it is binding on the parties to this case.

4/8/13

ILRB SP

Executive Director Dismissal Reversed – Duty to Bargain

In Teamsters Local 916 and State of Illinois (Treasurer), 29 PERI ¶164 (IL LRB-SP 2013) (Case No. S-CA-12-094), the Executive Director dismissed the Union's Section 10(a)(4) charge alleging that the Employer bargained in bad faith by proposing a wage freeze after unilaterally reducing its own budget by 2%, sending representatives to the bargaining table who lacked sufficient authority to negotiate, and denying bargaining unit employees salary increases granted to non-represented employees. The Board reversed the dismissal and ordered that a complaint be issued, finding that, based on the totality of the circumstances, there was an issue of law or fact sufficient to warrant hearing on the question of whether the Employer was bargaining with the good faith intention of reaching an agreement.

4/8/13

ILRB SP

Duty to Bargain

In AFSCME Council 31 and Teamsters Local 700 and City of Evanston, 29 PERI ¶162 (IL LRB-SP 2013) (Case Nos. S-CA-11-057, S-UC-11-015 and S-UC-11-019), the Board affirmed the ALJ's recommended decision dismissing the Union's charge alleging that the Employer violated Section 10(a)(4) by establishing a new 3-1-1 call center operation and laying off employees without providing the Union with notice and an opportunity to bargain. The Board agreed with the ALJ's determination that the Employer had no duty to bargain over the decision to establish the call center or implement the layoffs under Central City Education Assn. v. Ill. Educ. Labor Relations Bd., 149 Ill.2d 496 (1992). The Board also agreed with the ALJ's finding that the Employer provided the Union sufficient notice of the changes, and that the Union's failure to thereafter make a demand to bargain constituted a waiver of its right to bargain over the effects of the Employer's decision.

4/10/13

ILRB SP

Refusal to Comply With Settlement Agreement

In AFSCME Council 31 and City of Clinton (Dr. John Warner Hospital), 29 PERI ¶167 (IL LRB-SP 2013) (Case No. S-CA-11-148), a grievant was the subject of state criminal charges alleging his possession and manufacture of illegal substances, and that he had stolen supplies from the Employer-run hospital where he worked. The Union and the Employer entered into a settlement agreement whereby the grievant was placed on unpaid leave of absence for seven months, until April 1, 2011, at which time the leave of absence would expire. The settlement agreement further provided that "Grievant's employment status shall be terminated on April 1, 2011, should he fail or be unable to work at that time." The criminal charges against the grievant were dropped on March 29, 2011. The Employer refused to reinstate the grievant, and the Union filed the subject charge, alleging that the Employer violated Section 10(a)(4) by failing to comply with the settlement agreement. At hearing, the Employer argued that the agreement did not require reinstatement because, although the State charges had been dropped, the grievant was also the subject of a pending Federal criminal investigation. The ALJ found a violation of Section 10(a)(4) based on her determination that the Employer failed to prove that it was aware of the pending federal criminal investigation as of April 1, 2011, and that the Employer's construction of the agreement was therefore incorrect. A majority of the Board agreed with the ALJ and affirmed her finding of a 10(a)(4) violation, and ordered the grievant reinstated. Members Brennwald and Coli dissented, stating their opinion that, even though the ALJ's construction of the agreement may be correct, the interpretation of settlement agreements is a matter for the courts, and not the Board, and because the agreement at issue was neither undisputed nor unambiguous, and therefore required interpretation, this case did not meet the standard for finding a Section 10(a)(4) violation under established Board precedent.

4/18/13

2d DISTRICT OPINION

Deferral to Arbitration

In Ann Moehring v. Ill. Labor Relations Bd., 2013 IL App (2d) 120342, 29 PERI ¶166, the Second District affirmed the Board's ruling in 29 PERI ¶50 (IL LRB-SP 2012) (Case Nos. S-CA-10-241) dismissing the Charging Party's retaliatory termination charge, and deferring to an arbitration award in which the arbitrator ruled that the Employer had just cause to terminate Charging Party's employment. The court rejected the Charging Party's contention that her 10(a)(1) and (2) claims were never presented to the arbitrator, and that the Board had therefore improperly applied post-arbitral deferral standards under Spielberg Mfg. Co. In rejecting this argument, the court cited the testimony and arguments presented by the Union at hearing, as well as the express language of the award, all of which reflected that Charging Party's allegations of improper retaliation for union activities had in fact been presented to the arbitrator. The court also declined to address Charging Party's arguments to the effect that the arbitrator misapplied the facts in reaching his decision, noting that such an inquiry is irrelevant to a Spielberg deferral analysis.

5/13/13

ILRB SP

Duty to Bargain

In Teamsters Local 700 and Lake County Circuit Clerk, 29 PERI ¶179 (IL LRB-SP 2013) (Case No. S-CA-10-057), the Union alleged that the Employer violated Section 10(a)(4) of the Act by engaging in "surface bargaining" in its negotiations with the Union for a first collective bargaining agreement covering a unit of the Employer's employees, based on the Employer's refusal to make any concessions with respect to the Union's proposal that non-member employees in the bargaining unit be required to pay a fair share fee to the Union. The ALJ found that the Employer violated Section 10(a)(4) by refusing to bargain in good faith with respect to the Union's fair share proposal. A majority of the Board reversed the ALJ's recommended decision and dismissed the complaint. In its decision, the majority considered "the totality of the circumstances," and noted that, as of the date of hearing, the parties had reached a number of tentative agreements, including an agreement on dues checkoff for employees submitting authorization cards, and that, other than the Employer's intransigence with respect to the Union's fair share proposal, there was nothing in the record to suggest any bad faith on the part of the Employer in its bargaining with the Union. Citing the well-established principle, incorporated in Section 7 of the Act, that the duty to bargain does not require any party to agree to a proposal or make a concession, and extensive NLRB authority on surface bargaining, the majority reasoned that it was unwilling to infer, solely on the basis of the Employer's position on fair share, that the Employer was motivated by a bad faith desire to avoid reaching agreement altogether, and concluded that the Union had failed to meet its burden of proving a Section 10(a)(4) surface bargaining violation. Members Coli and Washington dissented, stating that they would have found a violation, noting the particularly keen concern over bad faith bargaining tactics by an employer when a collective bargaining relationship is in its infancy and the parties are negotiating a first CBA. The dissenting members also saw evidence of bad faith in statements made by the Employer at the table, which they saw to be inconsistent with the Employer's stated rationale for rejecting fair share, and as demonstrating the Employer's refusal to acknowledge the role of the Union as the employees' certified bargaining representative.

5/20/13

ILRB SP

Deferral; Executive Director Dismissal – Refusal to Bargain

In IAFF Local 439 and City of Elgin, 30 PERI ¶8 (IL LRB-SP 2013) (Case No. S-CA-12-125), the Board addressed in one decision two separate sets of exceptions arising from the same charge: the Employer/Respondent's exceptions to the ALJ's denial of its motion to defer two allegations in the complaint for hearing; and the Union/Charging Party's exceptions to the Executive Director's partial dismissal of its allegation that the Employer violated Section 10(a)(4) by insisting to impasse on a mandatory subject of bargaining in the process of proceeding to interest arbitration. The Board reversed the ALJ and found deferral to be appropriate under Collyer with respect to the Union's allegation that the Employer had repudiated a side agreement, holding that, because the agreement was susceptible of more than one credible reading, contract interpretation is at the heart of the dispute, and an

arbitrator's decision could therefore resolve the matter. The Board reached a different result with respect to the Union's allegation that the Employer violated Section 10(a)(4) by implementing a unilateral change without providing the Union with notice and an opportunity to bargain, finding that deferral was not appropriate under Collyer because contract interpretation was not at the center of the dispute, inasmuch as CBA language was relevant only to the question of whether the language constituted a waiver by the Union of any right to bargain, and this is a statutory issue for the Board to address, and not a question that falls within an arbitrator's purview. Finally, as the result of a rare split decision among four voting members of the State Panel – two voting to affirm and two voting to reverse and issue a complaint for hearing – the Executive Director's dismissal of the Union's allegation that the Employer improperly insisted to impasse on a permissive subject prior to an interest arbitration hearing became the final and binding, but non-precedential, determination of the Board.

5/20/13

ILRB SP

Executive Director Dismissal – Right of Non-Association Based on Religious Beliefs

In Brian Trygg and State of Illinois, Dep't of Cent. Mgmt. Servs. (Dep't of Transportation Region 3, District 5), 29 PERI ¶185 (IL LRB-SP 2013) (Case No. S-CA-10-092), the Charging Party requested that all notices to employees involved in union representation cases include advisement of the right of non-association based upon religious beliefs provided in Section 6(g) of the Act. The Board upheld the Acting Executive Director's dismissal of the charge on the ground that the issuance of such notices to employees is not the responsibility of the Employer, but of the Board, that consideration of any amendment of Board notices is a matter for the Board, and that the charge therefore failed to raise an issue for hearing on the question of whether the Employer violated the Act.

5/20/13

1ST DISTRICT ORDER

Refusal to Bargain, Retaliation, Discrimination

By issuance of a non-precedential order in Village of Barrington Hills v. Ill. Labor Relations Bd., Metropolitan Alliance of Police, 2013 IL App (1st) 121832-U, 29 PERI ¶180, the First District affirmed the Board's decision in Metropolitan Alliance of Police, Barrington Hills Chapter #576 and Village of Barrington Hills, 29 PERI ¶15 (IL LRB-SP 2012) (Case No. S-CA-10-189), in which the Board adopted the ALJ's ruling that the Employer violated Sections 10(a)(3) and (1) of the Act when it withheld a previously announced wage increase for employees who were the subject of a pending representation petition, and also when it withheld a previously approved tuition reimbursement benefit from Charging Party's chapter president. The court agreed with the Board's and ALJ's finding of union animus, based in large part on the fact that other, non-represented employees received increases, and the only changed circumstance between the announcement of the planned increase and its revocation for the subject employees was the filing of the representation petition. The court rejected the Employer's argument that the revocation of the increase and tuition reimbursement did not constitute adverse employment actions, and that the Board's make-whole remedy order, including retroactive payment of the announced wage increase, improperly usurped the Employer's discretionary powers.

5/24/13

ILRB LP

Retaliation, Refusal to Bargain

In Amalgamated Transit Union, Local 241 and Chicago Transit Auth., 30 PERI ¶9 (IL LRB-LP 2013) (Case Nos. L-CA-11-052 and L-CA-11-056), the Board adopted the ALJ's ruling that the Employer violated Section 10(a)(1) when it threatened to move the Union's bulletin board, eliminated the Union's designated parking space, and placed a parking warning sticker on a Union official's car. However, the Board reversed the ALJ's ruling dismissing two other allegations against the Employer, and found that the Employer also violated Section 10(a)(1) when it issued the Union official a written reprimand and 1-day suspension, and Section 10(a)(4) by locking the Union out of its designated office. In finding a violation by the issuance of the discipline, the Board concluded that the Union official was disciplined for engaging in protected activity; specifically, for complaining to the Employer's representative about the parking warning sticker. The Board reasoned that, although the official's complaints were registered in a loud and profane manner, he was engaging in Union, and not personal business, and his conduct did

not lose its protection because he did not engage in violent conduct, and his conduct did not threaten safety, efficiency or discipline in the workplace, as it occurred in the Employer's office, away from other workers. The Board reversed the ALJ's ruling that the Employer did not violate Section 10(a)(4) because it never demanded bargaining over the decision to move the Union out of its designated office, concluding instead that a Union official's statement that he would not move the Union's belongings from the office, together with his later verbal complaint, made it clear that the Union was objecting to the Employer's action, and constituted a request to bargain over the matter.

5/24/13

ILRB SP

Executive Director Dismissal Reversed – Failure to Provide Information

In AFSCME Council 31 and State of Illinois, Dep't of Cent. Mgmt. Servs., 30 PERI ¶10 (IL LRB-SP 2013) (Case No. S-CA-13-040), the Board reversed the Acting Executive Director's dismissal of the charge for failure to provide requested information during the course of the investigation, finding that the Union had in fact submitted the requested information in a timely manner as an email attachment, albeit in a format the investigator was unable to access. Because the Union was never made aware of this problem, and had made a good faith submission of the requested information, the Board remanded the matter to the Executive Director for further investigation.

5/24/13

ILRB SP

Executive Director Dismissal - Retaliation

In Julius C. Perryman and State of Illinois, Department of Central Management Services, 30 PERI ¶11 (IL LRB-SP 2013) (Case No. S-CA-13-073), the Charging Party claimed that he was discharged in retaliation for having served as a witness in the EEOC's investigation of a co-employee's charge. The Board upheld the Acting Executive Director's dismissal of the charge for the Charging Party's failure to provide evidence of a causal connection between the co-employee's EEOC charge and Charging Party's dismissal.

5/30/13

ILRB LP

Refusal to Bargain

In Teamsters Local 700 and County of Cook and Sheriff of Cook County, 30 PERI ¶14 (IL LRB-LP 2013) (Case No. L-CA-12-044), the Board affirmed the ALJ's dismissal of the Union's charge that the Employer violated Section 10(a)(4) by unilaterally modifying bidding criteria without providing the Union with notice and an opportunity to bargain. The ALJ found that, even though the Employer's action in setting bidding requirements related to attendance and disciplinary history was a unilateral change in a mandatory subject of bargaining, the Union failed to prove by a preponderance of the evidence that the Employer's notice to the Union regarding the change was inadequate, that the Union ever made a timely demand to bargain, or that the Employer presented the change as a *fait accompli*.

6/26/13

ILRB LP

Executive Director Dismissal Reversed – Refusal to Bargain; Failure to Provide Information

In SEIU Local 73 and County of Cook, 30 PERI ¶25 (IL LRB-LP 2013) (Case No. L-CA-13-035), the Executive Director dismissed the Union's allegations that the Employer violated Section 10(a)(4) and (1) by unilaterally changing a past practice regarding when employees added to a bargaining unit through the Board's unit clarification procedures begin receiving payment under the collective bargaining agreement; and (2) failing to respond to a request for information pertaining to the alleged unilateral change. The Board upheld the Executive Director's dismissal of the unilateral change allegation on timeliness grounds. However, the Board reversed the Executive Director's dismissal of the second allegation, deciding that, contrary to the determination of the Executive Director, the Union did in fact provide evidence in support of its claim as had been requested by the Board's investigator. Although the Board noted that the Union's appeal still failed to provide a clear statement of

the information it is seeking from the Employer, the accompanying supporting documentation, which was also provided to the Board's investigator, presented a claim warranting issuance of a complaint.

6/28/13

ILRB SP

Executive Director Dismissal - Retaliation

In Joseph S. McGreal and Vill. of Orland Park, 30 PERI ¶28 (IL LRB-SP 2013) (Case No. S-CA-13-001), the Union and the Employer selected an arbitrator to hear consolidated grievances pertaining to Charging Party's discharge. During the course of the hearing, Charging Party attempted to file a grievance, as well as his own motion before the arbitrator to stay the arbitration proceedings, complaining that the arbitrator was not a member of the National Academy of Arbitrators, in violation of a specific term of the collective bargaining agreement between the Union and the Employer. The Union disclaimed the new grievance, and the arbitrator denied the Charging Party's motion upon opposition from both the Union and the Employer. The arbitrator ultimately ruled that the Employer had just cause to terminate Charging Party's employment. In his charge, Charging Party alleged that the Employer violated Sections 10(a)(2) and (3) of the Act by agreeing to the selection of an arbitrator who was not a member of the NAA, contrary to the terms of the collective bargaining agreement. The Board affirmed the Executive Director's dismissal on the basis of the well-established principle that it is not the Board's role to police collective bargaining agreements. The Board also concluded that there was no evidence that the manner in which the Employer processed and handled the arbitration was motivated by anti-union bias, or by Charging Party's having engaged in conduct protected by the Act.

6/28/13

ILRB SP

Executive Director Dismissal Reversed – Refusal to Bargain

In AFSCME Council 31 and Peoria Housing Auth., 30 PERI ¶27 (IL LRB-SP 2013) (Case No. S-CA-13-052), the Executive Director dismissed the Union's charge alleging bad faith bargaining by the Employer's submission of regressive bargaining proposals, finding that the charge was untimely, based on the date of the Employer's allegedly regressive proposals as recited in the charge. The Board reversed the Executive Director's dismissal, finding that, based on evidence submitted by the Union during the course of the investigation, it was apparent that the allegedly regressive proposal was in fact submitted less than six months prior to the filing of the charge, and that the date recited in the charge itself was merely a clerical error that should have prompted the investigator to address and resolve the discrepancy.

UNION UNFAIR LABOR PRACTICES

8/10/12

ILRB LP

Jurisdiction, Joint Employer

In Countiss Perkins and Chief Judge of the Cir. Ct. of Cook Cnty. (Cook Cnty. Juvenile Temp. Det. Ctr.), 29 PERI ¶34 (IL LRB-SP 2012) (Case No. S-CA-09-225), the ALJ dismissed the charge after finding that, based on federal district court orders entered granting a court-appointed Transitional Administrator extensive powers to run the Juvenile Temporary Detention Center, including authority to determine the terms of employment of JTDC employees, the Board had no jurisdiction over the charge because the TA is not a "public employer" under the Act. The Board reversed the ALJ's ruling and remanded the matter for hearing on the question of whether the Chief Judge remained at least a joint employer of the Charging Party, such that Charging Party is still a "public employee" under the Act, and the Board would have jurisdiction over her charge. The Board also directed that the hearing be held in abeyance pending resolution by the federal Court of Appeals of questions raised in the district court with respect to the scope and extent of the TA's authority. In a partial dissent, Member Brennwald wrote that, while he fully agreed with the decision to remand the matter for hearing, he saw no reason to direct that the hearing be held in abeyance if the Charging Party preferred to proceed.

12/29/12

ILRB LP

Executive Director Dismissal – Removal From Duties as Union Officer

In Karl Cook and Amalgamated Transit Union, Local 241, 29 PERI ¶115 (IL LRB-LP 2012) (Case No. L-CB-12-050), the Charging Party alleged that the Union violated the Act by removing him from his duties as a Union officer. The Board upheld the Executive Director's dismissal of the charge, citing Board precedent for the proposition that, under Section 10(b)(1) of the Act, internal union matters are generally outside the Board's jurisdiction.

2/15/13

ILRB LP

Executive Director Dismissal – Duty of Fair Representation

In James Conlee Jackson and ATU Local 241, 29 PERI ¶134 (IL LRB-LP 2013) (Case No. L-CB-13-001), the Union mailed Charging Party a notice informing him that it was processing two of his grievances – one related to use of FMLA leave, and the other pertaining to a traffic accident. The Union subsequently sent a second notice informing Charging Party that it found merit to the traffic accident grievance and would advance it to arbitration; however, a third notice from the Union, to the effect that it was dropping the FMLA grievance, was never received by Charging Party, because the Union mistakenly sent the notice to an address at which Charging Party had never lived. Over twenty-one months later, not having heard anything from the Union regarding the traffic accident grievance, Charging Party emailed the Union inquiring about the status of the grievance. A little over two months after that, the Union local was placed in receivership. After another eight months had passed, still not having heard from the Union, Charging Party asked his Union steward about his traffic accident grievance. In response, a Union executive board member, mistaking the traffic accident grievance for the FMLA grievance, told Charging Party the grievance had been dropped because the notice to Charging Party had been returned by the post office. The Union executive board member also inaccurately informed Charging Party that the traffic accident grievance had been consolidated with the FMLA grievance, and that the Union had therefore stopped processing both. The Executive Director dismissed the charge, and the Board affirmed. In its decision, the Board cited Violar Murry and AFSCME Council 31, 14 PERI ¶3009 (IL LLRB 1998), *aff'd sub nom. Murry v. AFSCME Council 31*, 305 Ill. App. 3d 627 (1st Dist. 1999), for the proposition that “[n]egligence, even gross negligence, is insufficient; the union must do something with the intent to disadvantage the charging party.” The Board concluded that, although the facts alleged suggested incompetence by the Union, there was no evidence that the Union intentionally took any action designed to retaliate against Charging Party or because of his status, and the dismissal was therefore appropriate.

2/15/13

ILRB LP

Executive Director Dismissal – Duty of Fair Representation

In Brenda Carter and AFSCME Council 31, 29 PERI ¶135 (IL LRB-LP 2013) (Case No. L-CB-13-005), Charging Party alleged that the Union failed to support her in connection with her suspension and eventual discharge, and that it did so in retaliation for her support for a rival candidate for Union local president. The Board affirmed the Executive Director's dismissal, which found that Charging Party's allegation that the Union failed to support her was simply not accurate, in that the Union in fact provided representation during the discipline process, and took her grievance to arbitration.

4/8/13

ILRB LP

Executive Director Dismissal – Duty of Fair Representation

In Beverly Boyd and AFSCME Council 31, 29 PERI ¶161 (IL LRB-LP 2013) (Case No. L-CB-13-009), the Board affirmed the Executive Director's dismissal of a charge alleging that the Union breached its duty of fair representation by failing to make an effort to force Charging Party's employer, the Cook County Department of Corrections, to waive the requirement that she take a physical ability test as a condition of her requested reassignment to the Employer's boot camp. In affirming the dismissal, the Board agreed with the Executive Director's determination that Charging Party failed to provide any evidence of intentional conduct by the Union

directed at Charging Party that was retaliatory and based on animosity or some past activity by the Charging Party, and that the evidence was therefore insufficient to warrant issuance of a complaint.

5/20/13

ILRB SP

Executive Director Dismissal – Duty of Fair Representation, Right of Non-Association Based on Religious Beliefs

In Brian Trygg and General Teamsters/Professional and Technical Employees Local 916, 29 PERI ¶184 (IL LRB-SP 2013) (Case No. S-CB-10-024), the Charging Party complained that the Union failed to advise him of his right of non-association based upon religious beliefs provided in Section 6(g) of the Act, and improperly denied his request that any fair share deductions from his pay be forwarded to his designated charity. The Board upheld the Acting Executive Director's dismissal of the charge on the ground that the issuance of such notices to employees is not the responsibility of the Union, but of the Board, that consideration of any amendment of Board notices is a matter for the Board, and that the charge therefore failed to raise an issue for hearing on the question of whether the Union violated the Act.

5/24/13

ILRB SP

Executive Director Dismissal – Duty of Fair Representation

In Julius C. Perryman and State of Illinois, Dep't of Cent. Mgmt. Servs., 30 PERI ¶12 (IL LRB-SP 2013) (Case No. S-CB-13-031), the Charging Party claimed that the Union violated its duty of fair representation by failing to pursue his discharge grievance. The Board upheld the Executive Director's dismissal of the charge based on the Charging Party's failure to provide evidence that the Union's agents held a personal bias against the Charging Party or some other motive to treat him differently from other employees.

5/24/13

ILRB SP

Executive Director Dismissal – Duty of Fair Representation

In Robert Smith and AFSCME Council 31, ___ PERI ¶___ (IL LRB-SP 2013) (Case No. S-CB-13-004), the Charging Party alleged that the Union failed to properly pursue two of his grievances and advise him of their status. The Board upheld the Executive Director's dismissal of the charge based on the Charging Party's failure to meet a deadline for filing materials in support of the charge. The Executive Director also noted the absence of any evidence that the Union harbored any personal bias toward the Charging Party, or provided other similarly situated employees with a greater level of action or diligence in their disciplinary or grievance processes.

5/24/13

ILRB SP

Union Unfair Labor Practices

In Pace South Div. and Amalgamated Transit Union, Local 1028, 28 PERI ¶88 (IL LRB-SP 2013) (Case No. S-CB-09-009), the Board adopted the ALJ's decision dismissing the Employer's charge alleging that the Union violated Sections 10(b)(4) and 17 of the Act by organizing a one-day "sick-out," and later encouraging employees to decline overtime, as a means to support the bargaining unit's rejection of a tentative agreement to the terms of a new CBA. The ALJ found that the Employer failed to prove that the Union had any involvement in organizing or authorizing the sick-out. The ALJ also found that, although Union officials did later encourage employees not to work overtime, all of the overtime declined was voluntary, and no employee refused to work mandatory overtime. Therefore, the ALJ concluded that there was no basis in the record for finding any violation of the Act.

5/30/13

ILRB LP

Executive Director Dismissal – Duty of Fair Representation

In Leslie Jones and Amalgamated Transit Union, Local 241, 30 PERI ¶15 (IL LRB-LP 2013) (Case No. L-CB-13-011), Charging Party was a bus servicer who was terminated after injuring another employee while driving a bus on

the Employer's property, his third accident in the previous 12 months. He alleged that the Union breached its duty of fair representation by not processing his termination grievance to arbitration, and that the Union disfavored bus servicers with bad driving records. The Board affirmed the Executive Director's dismissal of the charge, noting that it is not the Board's role to evaluate the relative merits of a grievance, and that the Charging Party failed to show any inappropriate prejudice against him in the Union's actions with respect to the handling of his termination grievance.

6/26/13

ILRB LP

Executive Director Dismissal – Duty of Fair Representation

In Anthony Mayes and AFSCME Council 31, 30 PERI ¶26 (IL LRB-LP 2013) (Case No. L-CB-13-025), the Board affirmed the Executive Director's dismissal of a charge alleging that the Union mishandled grievances related to Charging Party's demotion, finding the absence of any evidence or even allegations that the Union had engaged in intentional misconduct or discrimination against the Charging Party in violation of Section 10(b)(1).

6/28/13

ILRB SP

Executive Director Dismissal – Duty of Fair Representation

In Karla Knox and AFSCME Council 31, 30 PERI ¶31 (IL LRB-SP 2013) (Case No. S-CB-13-037), the Board affirmed the Executive Director's dismissal of a charge alleging that the Union improperly withdrew a grievance challenging Charging Party's discharge in exchange for three days' pay in settlement of a prior grievance. In upholding the dismissal, the Board noted that Charging Party failed to provide any evidence or even specific allegations of intentional misconduct by the Union, despite a specific request for such information by the Board investigator.

6/28/13

ILRB SP

Executive Director Dismissal – Duty of Fair Representation

In Joseph S. McGreal and Metropolitan Alliance of Police, Chapter #159, 30 PERI ¶29 (IL LRB-SP 2013) (Case No. S-CB-13-003), the Union and the Employer selected an arbitrator to hear consolidated grievances pertaining to Charging Party's discharge. During the course of the hearing, Charging Party attempted to file a grievance, as well as his own motion before the arbitrator to stay the arbitration proceedings, complaining that the arbitrator was not a member of the National Academy of Arbitrators, in violation of a specific term of the collective bargaining agreement between the Union and the Employer. The Union disclaimed the grievance, and the arbitrator denied the Charging Party's motion upon opposition from both the Union and the Employer. The arbitrator ultimately ruled that the Employer had just cause to terminate Charging Party's employment. In his charge, Charging Party alleged that the Union violated Section 10(b)(1) by refusing to process certain grievances in retaliation for his having filed an ARDC complaint against a Union attorney, that the Union failed to return his phone calls, denied him access to transcripts of the arbitration hearing, and denied him the opportunity to participate in the drafting of the Union's post-hearing brief in the arbitration case. The Executive Director dismissed the charge and Charging Party filed exceptions, arguing only that the arbitrator lacked jurisdiction to hear the arbitration case because he was not a member of the NAA, and that the Executive Director's dismissal was therefore contrary to the Illinois Uniform Arbitration Act. The Board rejected this argument and upheld the dismissal, determining that the charge, in essence, complained of the manner in which the Union and the Employer agreed to administer the collective bargaining agreement with respect to the arbitration of the grievances pertaining to Charging Party's discipline, and noting that the Board has long held that it is not the Board's role to police collective bargaining agreements. The Board also went on to state its affirmance of the Executive Director's ruling that the Union did not violate Section 10(b)(1) in its handling of Charging Party's grievances, citing the considerable discretion generally accorded to unions in this regard, and also the fact that the Union in this case expended considerable effort on Charging Party's behalf.

PROCEDURAL ISSUES

1/28/13

ILRB SP

Executive Director Dismissal - Failure to Provide Certificate of Service

In Patrick C. Nickerson and Vill. of University Pk., 29 PERI ¶126 (IL LRB-SP 2013) (Case No. S-CA-12-011), the Executive Director dismissed a charge alleging that Charging Party was terminated in retaliation for engaging in protected concerted activity, finding that Charging Party had failed to establish a causal connection between his protected activity and his termination. Charging Party filed exceptions to the dismissal with the Board; however, contrary to the Board's rules and the direction included in the Executive Director's dismissal, Charging Party failed to include with his exceptions either a certification or any other indication that he had served a copy of his exceptions on the Respondent. The Board found that, under these circumstances, it would be unfairly prejudicial to the Respondent to consider Charging Party's exceptions. Accordingly, the Board struck the exceptions, and let the Executive Director's dismissal stand as binding but non-precedential.

INTEREST ARBITRATION AWARDS

Following is a list of Interest Arbitration Awards. For each award, the arbitrator is noted in parenthesis after the case name. The issues and whose proposal was adopted follows.

City of Aledo / IUOE Local 150

S-MA-13-012 (10/19/2012 - Benn) # 558

1. Duration
2. Wages
3. Retroactivity

Attorney General of Illinois / Illinois FOP Labor Council

S-MA-11-345 (10/31/2012 - J. Murphy) #561

1. Wages (Employer's offer)
2. Compensatory Time (Employer's status quo offer)

Village of Barrington / MAP Barrington Police Chapter #576

S-MA-10-378 (1/21/2013 - R. McAlpin) # 577

Initial Contract

Village of Calumet Park / Illinois FOP Labor Council

S-MA-12-312 (5/6/2013 - E. Benn) #585

1. Non-Precedential Basis of Order
2. Duration
3. Wages
4. Retroactivity of Wages
5. Sergeants
6. Non-Discrimination
7. Clothing Allowance
8. Bereavement Leave
9. Vacation
10. Life Insurance
11. Educational Reimbursement
12. Court
13. GPS
14. Sick Leave Accumulation
15. Personal Day
16. Health Insurance
17. Pending Insurance Grievances
18. Complaint Review
19. Other Tentative Agreements
20. Language

City of Canton / Policemen's Benevolent Labor Committee

S-MA-10-316 (2/12/2013 - R. Perkovich) #578

1. Wages (Union's final offer)
2. Pay Periods (Employer's final offer)

City of Carlinville / Policemen's Benevolent Labor Committee

S-MA-11-307, S-MA-11-308 (11/19/2012 - Goldstein) #565

1. Wages (Employer's last offer)
2. Retroactivity (Employer's last offer)
3. Health Insurance (Employer's final offer)

Town of Cicero / Illinois FOP Labor Council

S-MA-11-165 (12/9/2012 - Kohn) #570

1. Contract Duration (Union's final offer)
2. Wages (Union's final offer)
3. Health Insurance (Union's final offer)
4. Sick Leave Buyback (Union's final offer)
5. Chemical Testing (Union's final offer)

City of Chicago / Teamsters Local 700

L-MA-10-002 (1/9/2013 - E. Benn) #576

1. Wages (Union's offer)
2. Overtime (*status quo*)
3. Acting Up (Employer's proposal)
4. Holiday Pay (Employer's offer)

County of Cook and Sheriff / Illinois FOP Labor Council

L-MA-11-003 (7/11/2012 - Clauss) #549

1. Wages (Employer's proposal)
2. Recognition (Union's proposal)
3. Negotiations (union's proposal to add is rejected)
4. Grievance Procedures (Union's modifications accepted)
5. Discipline Investigation (Union's proposal)
6. Conclusions and Findings
7. Definition of Seniority
8. Family and Medical Leave
9. Regular Work Periods
10. Overtime Work
11. Court Time
12. Call Back Pay
13. Holiday Compensation
14. Holidays as Vacation
15. Sick Leave
16. Shift Differential
17. Job Classification
18. Designation of Holidays
19. Vacation Leave
20. Personal Days
21. Use of Leave Time

County of Cook and Cook County Sheriff / Teamsters Local 700

L-MA-09-018 (4/2/2013 - L. Kohn) #584

1. Wages (Employer's final offer)
2. Street Pay (Employer's final offer)
3. Uniform Allowance (Employer's final offer)
4. Insurance Opt-Out (Union's final offer)
5. Mileage Reimbursement (Union's final offer)

County of Cook and Cook County Sheriff / Teamsters Local 700

L-MA-11-002 (11/6/2012 - Perkovich) #566

1. Hours of Work and Overtime
2. Seniority
3. Wages
4. Holidays
5. Vacation Leave
6. Welfare Benefits
7. Additional Benefits
8. Leaves of Absence
9. In-Service Training
10. Equipment
11. Sub-Contracting
12. Credit Union
13. Discipline
14. Uniform Allowance
15. Hospitalization Insurance
16. Secondary Employment

County of Crawford and Sheriff / Illinois FOP Labor Council

S-MA-09-092 (7/11/2012 - Murphy) #547

1. Health Insurance (Union's proposal)
2. Wages and Pay Scale (Union's proposal)
3. Shift Differential (Union's proposal)
4. Compensatory Time (Union's proposal)
5. Overtime (Union's proposal)
6. Clothing and Equipment (County's proposal)

City of Decatur / Int'l Association of Firefighters, Local #505

S-MA-11-001 (8/3/2012 - A. Greco) #550

1. Layoff (City's final offer)

County of Effingham and Sheriff / Illinois FOP Labor Council

S-MA-10-375 (10/19/2012 - Finkin) #559

1. Death in the Family
2. Holidays
3. Wages
4. Health Insurance

City of Elgin / Local 439, IAFF

S-MA-13-010 (6/26/2013 - J. Grenig) #592

1. Holiday Pay (Employer's final offer)
2. Wages (Employer's final offer)
3. Wages Longevity (Employer's final offer)
4. Vacation (Employer's final offer)
5. Fireman's Disciplinary Act (Employer's final offer)
6. Station/Shift/Vehicle Assignment Bidding (Employer's final offer)
7. Entire Agreement (Employer's final offer)
8. Term (Employer's final offer)
9. Wages Ranges (Employer's final offer)
10. Time Off Scheduling (Employer's final offer)
11. Holiday Pay (Employer's final offer)
12. Vacation Accrual (Union's final offer)

13. Sick Leave (Union's final offer)
14. Accrual (Union's final offer)
15. Sick Leave Incentive Recognition (Union's final offer)
16. Medical Insurance (Employer's final offer)
17. Subsidized Retiree Insurance (Employer's final offer)
18. Health Club Membership (Employer's final offer)
19. Discipline (expungement) (Union's final offer)
20. Discipline (investigations) (Union's final offer)
21. Non-City Employment (Union's final offer)
22. Term (Employer's final offer)
23. June 2010 Addendum to Contract (Employer's final offer)

City of Galesburg / Public Safety Employees Organization

S-MA-12-130 (12/17/2012 - Kossoff) #573

1. Wages (City's final offer)
2. Health Insurance (Union's final offer)
3. Education Pay (City's final offer)
4. Personal Days (City's final offer)

City of Highland Park / Teamsters Local 700

S-MA-09-273 (2/25/2013 - E. Benn) #579

1. Duration of Agreement
2. Wages (Employer's proposal)
3. Step Movements (Employer's proposal - *status quo*)
4. Longevity Pay (Union's proposal - *status quo*)
5. Definition of Seniority (Employer's proposal - *status quo*)
6. Drug and Alcohol Testing
 - Random Testing (Union's proposal)
 - Reasonable Suspicion Testing
 - Prohibitions against use, possession or sale (Employer's proposal)
7. Vacation Accrual and Time Granted
8. Vacation Scheduling (*status quo*)
9. Holidays, Holiday Pay and Personal Days
 - Accrual of personal days (Union's proposal - *status quo*)
 - Assignments to Additional Details and Scheduling of Holidays (Employer's proposal - *status quo*)
10. Sick Leave (Union's proposal - *status quo*)
11. Guaranteed Hours (Employer's proposal)
12. Work Schedules
 - Inclusion of Section 7(k) of FLSA language (Union's proposal)
 - Ability of Sergeants working on midnights to choose 8 or 10 hour shifts (Employer's proposal)
13. Overtime Compensation (*status quo*)
14. Call Back (Union's proposal - *status quo*)
15. Compensatory Time Bank (Employer's proposal - *status quo*)
16. Ravina Festival Overtime (Employer's proposal)
17. Extra job selection (Employer's proposal)
18. Acting Commander Pay (Employer's proposal)
19. Unplanned/Planned time off coverage (Employer's proposal - *status quo*)
20. Tuition Reimbursement eligibility and Tuition Reimbursement (Union's proposal - *status quo*)
21. Health Insurance (Employer's proposal)
22. In-service Training Duty (Employer's position)
23. Retroactivity
24. Retained Jurisdiction

Village of Hoffman Estates / Int'l Association of Firefighters Local No. 2061

S-MA-12-106 (5/8/2013, Stallworth) #586

1. Time Due Bank (Union's position)
2. Voluntary Separation Plan (Employer's position)

Village of Homewood / Homewood Professional Fire Fighters Local 3656

S-MA-11-034 (11/29/2012 - Bierig) #568

1. Minimum staffing (Village's proposal)

County of Iroquois / Illinois FOP Labor Council

S-MA-11-060, 061, 062 (7/9/2012 - Sigler) #548

1. Replacement of Damaged Property
2. Work Schedules and Assignments
3. Insurance
4. Wages and compensation
5. Term of Agreement

County of Kane and Sheriff / Policemen's Benevolent Labor Committee

S-MA-11-155 (10/1/2012 - Clauss) #554

1. Wages (Employer's final offer)
2. Insurance (Employer's final offer)
3. Holiday Pay (Union's final offer)
4. Officer in Charge (Employer's final offer)
5. Compensatory Time & CRT Unit Training Compensation (Employer's proposal)
6. Reporting Time (Union's proposal)
7. Mandates (*status quo*)
8. Steps (*status quo*)

Non-economic

1. Merit Commission employees
2. Grievances
3. Management Rights
4. Drug and Alcohol Policy
5. Fitness for Duty

Village of LaGrange / Illinois FOP Labor Council

S-MA-11-248 (3/11/2013 - R. Perkovich) #581

1. Wages (Employer's final offer)
2. Overtime Calculation (Employer's final offer)
3. Discipline (Union's final offer)

County of Lake and Lake County Coroner / AFSCME Council 31, Local 2452

S-MA-12-141 (10/10/2012 - Jedel) #553

1. Wages (Union's final offer)
2. Compensatory Time (Union's final offer)
3. Length of Contract (Employer's final offer)
4. "Tentative Agreements" (Employer's final offer)
5. Replacement of Personal Property/Evidence Tool Kit and Uniforms (Union's final offer)
6. Hours of Work (Union's final offer)

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

S-MA-11-010 (11/14/2012 - Gibbons) #564

1. Step Increase (Employer's proposal)
2. Name Change
3. Wages
4. Shift Bidding
5. Holidays

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

S-MA-11-066 (11/29/2012 - Bierig) #569

1. Wages (Union's proposal)
2. Drug and Alcohol Testing
3. Fitness Testing

County of Lake and Sheriff of Lake County / Teamsters Local 700

S-MA-11-011 (11/9/2012 - McAllister) #567

1. Wages

County of Lake and Sheriff of Lake County / Teamsters Local 700

S-MA-11-203 (12/11/2012 - Fletcher) #571

1. Funeral Leave (Employer)
2. Work Day and Work Week (Union)
3. Sixth and Seventh Day Work (Union)
4. Wages (Union)
5. Holidays - Amount (Employer)
6. Holidays - Cash Payment (Employer)
7. Holidays - Eligibility (Employer)
8. Holiday Observance (Union)
9. Vacation Scheduling (Employer)
10. Insurance Benefits (Employer)
11. Field Training (Employer)
12. Teamsters National Legal Defense Fund (Employer)
13. D.R.I.V.E. Authorization and Deduction (Employer)
14. Management Rights (Employer)
15. Correctional Assignments (Employer)
16. Employee Testing (Union)
17. Union Steward Meetings (Employer)
18. Employee Fitness (Union)

Village of Lansing / Illinois FOP Labor Council

S-MA-10-380 (3/13/2013 - E. Benn) #580

1. Duration
2. Salaries
3. Holidays
4. Impasse Resolution
5. Duty Trades

Village of Lansing / Teamsters Local 700

S-MA-11-197 (5/20/2013, Hill) # 588

1. Health Insurance (Employer's final offer)

Village of Lombard / Illinois FOP Labor Council

S-MA-11-311 (8/14/2012 - Nielsen) #551

1. Wages (Employer's proposal)

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

S-MA-11-004 & S-MA-11-131 (12/27/2012 - Benn) #574

1. Wages (Union's offer)
2. Insurance (Employer's offer)
3. Compensatory Time (Employer's offer)
4. Tentative agreements

County of McHenry / Service Employees Int'l Union, Local No. 3

S-MA-12-001 (6/10/2013 - Fletcher) #590

1. Wages (Union's proposal)
2. Equity Adjustment (Employer's proposal)
3. Workday and Workweek (Employer's proposal)

County of Monroe / Illinois FOP Labor Council

S-MA-12-024 (4/4/2013, Finkin) #587

1. Cleaning Credit/Maintenance Allowance
2. Bereavement Leave

Northwest Central Dispatch System / MAP, NWCDS Chapter #540

(3/10/2013 - T. Yaeger) #583

1. Vacation/Holiday Leave Scheduling (Employer's final offer)
2. Longevity (Union's final offer)
3. Forced Not on Pager (FNOP) Extra Duty Assignments (Employer's final offer)
4. Forced on Pager Extra Duty Assignments
5. Acting Operations Manager and Training Officer Pay
6. Blackout Dates (Employer's final offer)
7. Remedy for Extra Duty Assignment Violations (employer's final offer)

Palos Heights Fire Protection District / Local 4254, IAFF

S-MA-12-389 (6/11/2013 - Nielsen) #591

1. Wages (Union's proposal)

City of Rock Island / Illinois FOP Labor Council

S-MA-11-183 (3/18/2013 - E. Benn) #582

1. Duration of Agreement (Union's proposal)
2. Wages (Union's proposal)
3. Discipline forum (Union's proposal)

Village of Roselle / Roselle Professional Firefighters

S-MA-12-254 (12/27/2012 - McAllister) #575

1. Wages (Union's final offer)

Village of Round Lake Beach / Illinois FOP Labor Council

S-MA-11-115 (10/1/2012 - Meyers) #555

1. Wages (Union's final proposal)
2. Court Time (Village's final proposal)
3. Cleaning Allowance (Village's final proposal)
4. Health Insurance Premiums (Village's final proposal)
5. Health Insurance Plan Design (Village's final proposal)

6. Call-In Pay (Village's final proposal)
7. Compensatory Time off (Union's final proposal)
8. Duration (Union's final proposal)

Village of Schaumburg / Schaumburg Professional Firefighters Association

S-MA-12-190 (11/2/2012 - Feuille) #562

Economic Issues

1. Term of Agreement (Employer's offer)
2. Salaries (Employer's offer)
3. Longevity Pay (Union's offer)
4. Quartermaster System and Maintenance Allowance (Union's offer)

Non-Economic issues

5. Purge of Personnel File (Status quo)
6. Vacation Scheduling (Union's offer)
7. Drug and Alcohol Testing (Union's offer)

Southern Illinois University @ Carbondale / Illinois FOP Labor Council

(9/6/2012 - McAlpin) #556

1. Wages (Union's proposal)
2. Longevity (Employer's proposal)
3. Closure Day Concession (Union's proposal)
4. Duration

Village of Sparta / Policemen's Benevolent Labor Committee

S-MA-10-285 (7/9/2012 - Betts) #543

1. Wages/Duration (Union's offer)
2. Work Day and Work Period ((Union's offer)
3. Shift Pay (*status quo*)
4. Longevity (*status quo*)
5. Compensatory Time (*status quo*)
6. Vacation/Personal Days (*status quo*)
7. Overtime Scheduling (Union's offer)

University of Illinois @ Chicago / Illinois FOP Labor Council

S-MA-10-374 (10/10/2012 - Nielsen) #557

1. Wages (Union's proposal)

Village of Woodridge / MAP, Woodridge Civilian Chapter #639

S-MA-11-388 (8/31/2012, Camden) #552

1. Holidays (Village's proposal adopted)
2. Holiday in Lieu of Pay (Village's proposal adopted)
3. Wages (Village's proposal adopted)
4. Termination (Union's proposal adopted)
5. Uniform Allowance (Village proposal adopted)

CASELOAD STATISTICS

	<u>STATE</u>	<u>LOCAL</u>	<u>TOTAL</u>
Unfair Labor Practice Charges			
CA	178	72	250
CB	<u>39</u>	<u>39</u>	<u>78</u>
TOTAL	217	111	328
Representation Cases			
AC	2	1	3
RC	86	18	104
RM	1	0	1
RD	5	0	5
UC	51	8	59
VR	4	0	4
DD	15	0	15
DE	<u>0</u>	<u>NA</u>	<u>0</u>
TOTAL	164	27	191
Grievance Arbitration Cases	20	0	20
Mediation/Arbitration Cases	<u>335</u>	<u>22</u>	<u>357</u>
TOTAL	355	22	377
Declaratory Rulings	5	0	5
Strike Investigations	0	0	0
TOTAL CASELOAD	741	158	901

- 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
- DE -- Gubernatorial designation of exclusion petition

REPRESENTATION CASES CERTIFIED

	<u>STATE</u>	<u>LOCAL</u>	<u>TOTAL</u>
Cases Certified (Election)	14	0	14
Labor Organization Prevailed	12	0	
“No Representation” Prevailed	<u>2</u>	<u>0</u>	
Number of Units Certified (Majority Interest)	61	8	73
Voluntarily Recognized Representatives	4	0	4
Revocation of Prior Certifications	20	0	20

UNFAIR LABOR PRACTICE CHARGES WORK-LOAD

	FY 2012	FY 2013
Cases pending start of year	547	406
Charges filed during year	371	332
Total caseload	918	738
Total cases closed	512	423

PETITION MANAGEMENT WORK-LOAD

	FY 2012	FY 2013
Cases pending start of year	133	88
Charges filed during year	185	187
Total caseload	318	275
Total cases closed	230	201

DISPOSITION OF CASES ACTIVE IN FY 2013

	State	Local	Total
I. BOARD DECISIONS			
(A) With exceptions filed			
CA	25	12	37
CB	9	13	22
RC	11	0	11
RD	1	0	1
UC	4	0	4
Compliance	<u>0</u>	<u>1</u>	<u>1</u>
TOTAL	50	26	76
(B) With no exceptions filed			
CA	25	9	34
CB	1	2	3
RC	6	4	10
UC	3	1	4
Compliance	<u>0</u>	<u>1</u>	<u>1</u>
TOTAL	35	17	52
(C) Strike Investigations	0	0	0
(D) Declaratory Ruling	5	0	5
II. EXECUTIVE DIRECTOR DISMISSALS			
(Not appealed to the Board)			
CA	53	35	88
CB	30	23	53
RC	1	1	2
RM	1	0	1
UC	<u>0</u>	<u>3</u>	<u>3</u>
TOTAL	85	62	147
III. CERTIFIED			
AC	2	3	5
DD	15	0	15
RC/RM/RD	75	13	88
UC	43	6	49
VR	4	0	4
REVOCATION OF PRIOR CERTIFICATIONS	<u>4</u>	<u>0</u>	<u>4</u>
TOTAL	143	22	165
IV. WITHDRAWALS			
CA	150	44	194
CB	7	0	7
RC	9	1	10
RD	3	0	3
UC	<u>4</u>	<u>0</u>	<u>4</u>
TOTAL	173	45	218

CERTIFICATIONS OF REPRESENTATIVE

Case Number	Employer	Labor Organization	Date Certified	Prevailing Party	No. of Employees	Unit Type
S-RC-12-065	City of Zion	Illinois Council of Police and Illinois FOP Labor Council	7/5/2012	FOP (Incumbent)	8	Full-time Telecommunicators
S-RC-12-067	City of Zion	Illinois Council of Police and Illinois FOP Labor Council	7/5/2012	FOP (Incumbent)	33	Patrolman
S-RC-12-069	City of Zion	Illinois Council of Police and Illinois FOP Labor Council	7/5/2012	FOP (Incumbent)	8	Sergeant
S-RC-12-091 <i>Majority Interest</i>	Village of Dixmoor	Service Employees International Union, Local 73	7/11/2012	SEIU	4	Include in S-RC-05-101 Water Clerk; Accountant; Collector; Utility Clerk
S-RC-12-107 <i>Majority Interest</i>	Town of Cicero	Service Employees International Union, Local 73	8/1/2012	SEIU	57	Community Service Officer
S-RC-12-093 <i>Majority Interest</i>	Village of Lombard	Service Employees International Union, Local 73	8/2/2012	SEIU	42	Village wide
S-RC-13-001 <i>Majority Interest</i>	Village of Fox Lake	Illinois Fraternal Order of Police Labor Council	8/2/2012	FOP	6	Telecommunicator
S-RC-13-002 <i>Majority Interest</i>	City of Roodhouse	Illinois Fraternal Order of Police Labor Council	8/2/2012	FOP	4	Dispatcher
S-RC-13-004 <i>Majority Interest</i>	City of Springfield, City Water, Light and Power	International Association of Machinists and Aerospace Workers, District 9	8/2/2012	IAMAW	5	Chemist Assistant Chemist
S-RC-13-006 <i>Majority Interest</i>	City of Chenoa	Illinois Council of Police	8/2/2012	ICOP	2	Patrol Officer
L-RC-12-016 <i>Majority Interest</i>	County of Cook	Service Employees International Union, Local 73	8/3/2012	SEIU	1	Include in L-AC-06-001 System Analyst II (Highway Dept)
S-RC-13-009 <i>Majority Interest</i>	Troy Fire Protection District	Troy Professional Firefighters Association	8/22/2012	Firefighters	6	Lieutenant/Paramedic; Captain/Administrator/Supervisor/Paramedic; Captain/Administrator/Supervisor/EMT

S-RC-13-010 <i>Majority Interest</i>	Village of South Jacksonville	International Union of Operating Engineers, Local 399	8/22/2012	IUOE	3	Laborer I
S-RD-12-010	State of Illinois, Department of Central Management Services	Robert Madera, Jr., and Sheet Metal Workers International Association, Local 73	8/23/2012	No Rep		Sign Hanger Sign Hanger Foreman
L-RC-13-001 <i>Majority Interest</i>	County of Cook, Oak Forest Hospital	Service Employees International Union, Local 20 (Doctors Council SEIU)	8/29/2012	SEIU	2	Include in L-AC-09-005 Psychologist
S-RC-12-042 <i>Majority Interest</i>	Village of Williamsville	Laborers' Local 477	9/19/2012	Laborers'	2	Police Officer Sergeant
S-RC-12-054 <i>Majority Interest</i>	Village of Alhambra	International Association of Machinists and Aerospace Workers, District 9	9/20/2012	IAMAW	2	Utility Superintendent Maintenance Laborer
S-RC-13-012 <i>Majority Interest</i>	State of Illinois, Department of Central Management Services	American Federation of State, County and Municipal Employees, Council 31	9/24/2012	AFSCME	1	Include in RC-62 Military Energy Manager (Military Affairs)
L-RC-12-014 <i>Majority Interest</i>	City of Chicago	American Federation of State, County and Municipal Employees, Council 31	10/3/2013	AFSCME	2	Include in AFSCME Unit #4 Chief Water Chemist; Chief Microbiologist
S-RC-12-066	County of Effingham and Sheriff of Effingham County	Illinois Fraternal Order of Police Labor Council	10/10/2012	FOP	27	Correctional Officer; Bailiff; Process Server; Office Deputy; Records Clerk; Telecommunicator
S-RC-13-014 <i>Majority Interest</i>	State of Illinois, Department of Central Management Services	American Federation of State, County and Municipal Employees, Council 31	10/10/2012	AFSCME	3	Include in RC-63-OCB Military Engineer Technician (Military Affairs)
S-RC-13-005 <i>Majority Interest</i>	Village of Hanover Park	Metropolitan Alliance of Police, Hanover Park Police Civilian Chapter #684	10/11/2012	MAP	33	Accreditation & Grants Manager; Appearance Officer; Community Service Officer; Code Enforcement Administrative Assistant; Court Services Coordinator; CSO/Code Enforcement Officer; Desk Officer; Parking Enforcement Officer;

						Records Clerk; Records Aide; Social Worker
S-RC-13-019 <i>Majority Interest</i>	Village of Glencoe	Illinois Fraternal Order of Police Labor Council	10/11/2012	FOP	24	Public Safety Officer
L-RC-12-013 <i>Majority Interest</i>	County of Cook	American Federation of State, County and Municipal Employees, Council 31	10/18/2012	AFSCME	2	Add to existing Health Facilities Unit Administrative Assistant IV; Director of Information Systems
S-RC-13-018 <i>Majority Interest</i>	County of Sangamon, Department of Public Health (Animal Control)	Laborers' Local 477	10/22/2012	Laborers'	11	Animal Control Officer I; Animal Control Officer II; Clerk Typist I; Kennel Attendant I; Kennel Attendant II
S-RC-13-025 <i>Majority Interest</i>	Village of McCook	Illinois Council of Police	10/22/2012	ICOP	5	Dispatcher
S-RC-10-222 <i>Majority Interest</i>	State of Illinois, Department of Central Management Services	American Federation of State, County and Municipal Employees, Council 31	10/25/2012	AFSCME	2	Include in RC-10 bargaining unit: Senior Public Service Administrator, Opt. 8L
S-RC-11-004 <i>Majority Interest</i>	State of Illinois, Department of Central Management Services	American Federation of State, County and Municipal Employees, Council 31	10/25/2012	AFSCME	9	Include in RC-62 bargaining unit: Private Secretary I
S-RC-13-008	State of Illinois, Department of Central Management Services	Illinois FOP Labor Council and Laborers' Int'l Union of North America/Illinois State Employees Association, Local 2002	10/26/2012	FOP	20	Conservation Police Sergeant; Conservation Police Lieutenant; Senior Public Service Administrator (working title of Captain)
S-RC-13-013	Village of Island Lake	Illinois FOP Labor Council	10/26/2012	FOP	2	Sergeant
L-RC-13-005 <i>Majority Interest</i>	Chicago Park District	Service Employees Int'l Union, Local 73	10/26/2012	SEIU	11	Add to existing S-UC-12-005 unit: Security Supervisor
L-RC-13-002 <i>Majority Interest</i>	County of Cook	American Federation of State, County and Municipal Employees, Council 31	11/1/2012	AFSCME	1	Add to existing Health Facilities Unit Clinical Supervisor (Cermak Health Services)
S-RC-13-029 <i>Majority Interest</i>	Village of Crestwood (Public Works Department)	Teamsters, Local 700	11/16/2012	Teamsters	6	Mechanic Public Works employee

L-RC-11-019 <i>Majority Interest</i>	County of Cook	American Federation of State, County and Municipal Employees, Council 31	11/19/2012	AFSCME	1	Include in Health Facilities Bargaining Unit: Retrieval, Document Imaging and Prepping/Assembly Supervisor (Stroger Hospital)
S-RC-13-021 S-RC-13-023 <i>Majority Interest</i>	County of McHenry (Valley Hi Nursing and Rehabilitation)	Service Employees Int'l Union, Local 73, CLC-CTW	11/26/2012	SEIU	26	Registered Nurse; Licensed Practical Nurse
L-RC-13-004 <i>Majority Interest</i>	County of Cook and Sheriff of Cook County	Service Employees Int'l Union, Local 73, CTW/CLC	12/4/2012	SEIU	5	Add to L-RC-12-010 bargaining unit: Administrative Assistant III Operations Department
S-RC-13-024 <i>Majority Interest</i>	Board of Trustees of Southern Illinois University-Edwardsville	Illinois FOP Labor Council	12/6/2012	FOP	8	Sergeant
L-RC-13-006 <i>Majority Interest</i>	County of Cook	American Federation of State, County and Municipal Employees, Council 31	12/12/2012	AFSCME		Add to existing Health Facilities unit: Telecommunications Analyst II; Public Health Emergency Response Coordinator Oak Forest Hospital, Dept. of Public Health
S-RC-13-020	Chief Judge of the 10 th Judicial Circuit	Policemen's Benevolent Labor Committee and Illinois FOP Labor Council (Incumbent)	12/12/2012	FOP	24	Court Services Probation Officer Tazewell Co Department of Court Services
S-RC-13-033 <i>Majority Interest</i>	County of Grundy and Sheriff of Grundy County	Teamsters Local 700	12/12/2012	Teamsters	12	Sergeant
S-RC-13-028 <i>Majority Interest</i>	Lawrence county State's Attorney	Laborers Int'l Union of North America	12/12/2012	Laborers	2	Administrative Assistant
S-RC-13-003 <i>Majority Interest</i>	Village of Niles	American Federation of State, County and Municipal Employees, Council 31	12/27/2012	AFSCME	23	Clerical and Technical non-professional employees
S-RC-13-030 <i>Majority Interest</i>	Village of Freeburg	Int'l Union of Operating Engineers, Local 138	12/13/2012	IUOE	4	Office Manager; Utility Billing Clerk; Finance Clerk; Police Department Secretary
S-RC-13-037 <i>Majority Interest</i>	Channahon Fire Protection District	Channahon Professional Fire Fighters Association, Local 4681, IAFF	1/9/2013	IAFF	3	Add to existing S-RC-09-019 unit: Lieutenant

S-RC-13-039 <i>Majority Interest</i>	Village of Lombard	Lombard Fire Fighters, IAFF Local 3009	1/15/2013	IAFF	11	Add to existing S-AC-00-011 unit: Lieutenant
L-RC-13-007 <i>Majority Interest</i>	County of Cook, Recorder of Deeds	Service Employees Int'l Union, Local 73	1/29/2013	SEIU	2	Add to existing L-RC-10-033 unit: Accountant IV
S-RC-10-220 <i>Majority Interest</i>	State of Illinois, Department of Central Management Services	American Federation of State, County and Municipal Employees, Council 31	2/4/2013	AFSCME	57	Include in RC-63 Senior Public Service Administrator, Option 3
S-RC-13-043 <i>Majority Interest</i>	Village of Seneca	Laborers Int'l Union of North American, Local 393	2/6/2013	Laborers	3	Street Superintendent; Water & Sewer Superintendent; Maintenance Worker
S-RC-12-087 S-RC-12-101 S-RC-13-011 <i>Majority Interest</i>	Illinois State Toll Highway Authority	American Federation of State, County and Municipal Employees, Council 31	2/8/2013	AFSCME	11	Add to existing S-RC-11-069 Unit A Auditor (Internal; Information Systems); Construction Contract Supervisor; Employee Services Coordinator; Executive Secretary (Planning, General Manager of Engineering, Communications); Network Administrator (Desktop) Exclude from existing S-RC-11-069 Unit A: Administration Secretary I; Executive Secretary (Executive Director, Chief of Staff, Administration, Legal, Engineering, General Manager of Maintenance and Traffic, Toll Operations, State Police, Procurement, Business Systems, Finance, Information Technology); Legal Secretary III; Network Administrator (Enterprise)
S-RC-09-202 <i>Majority Interest</i>	State of Illinois, Department of Central Management Services	American Federation of State, County and Municipal Employees, Council 31	2/13/2013	AFSCME	1	Include in existing RC-10 Technical Advisor IV (ICC) Exclude from existing RC-10 Technical Advisor IV 97396-31-40-100-20-01 97396-31-40-400-40-01

S-RC-13-041 <i>Majority Interest</i>	Village of Niles	American Federation of State, County and Municipal Employees, Council 31	2/14/2013	AFSCME	5	Include in existing S-RC-13-003 Operational Support Officer
S-RC-13-047 <i>Majority Interest</i>	County of Lake and Sheriff of Lake County	Teamsters, Local 700	2/14/2013	Teamsters	5	Corrections Lieutenant
S-RC-13-032 <i>Majority Interest</i>	Village of Crainville (Police Department)	Laborers Int'l Union of North America, Local 773	2/21/2013	Laborers	2	Police Officer
S-RC-13-051 <i>Majority Interest</i>	Village of Huntley	Int'l Union of Operating Engineers, Local 150	2/25/2013	IUOE	11	Fleet Maintenance Division: Mechanic II; Streets and Underground Division: Maintenance Worker I, General Utility Worker I, General Utility Worker II, Crew Leader I, Crew Leader II.
S-RC-13-026 <i>Majority Interest</i>	Bloomington-Normal Public Transit System d/b/a Connect Transit	Amalgamated Transit Union, Local 752	3/5/2013	ATU	9	Add to existing historical unit: Dispatcher; Administrative Assistant; Receptionist
S-RC-13-045 <i>Majority Interest</i>	Village of Cherry Valley	Int'l Brotherhood of Teamsters, Local 325	3/6/2013	Teamsters	6	Public Work Department: Maintenance Worker I Maintenance Worker II
S-RC-13-035	Chief Judge of the Circuit Court of Cook County	American Federation of State, County and Municipal Employees, Council 31 and Metropolitan Alliance of Police, Chapter 657	3/7/2013	MAP	132	Social Caseworker I Social Caseworker II
S-RC-13-057 <i>Majority Interest</i>	Village of Downers Grove	Illinois Fraternal Order of Police Labor Council	3/7/2013	FOP	11	Sergeant
S-RD-13-001	Circuit Clerk of Kendall County	Susan Kaltenbach and Int'l Brotherhood of Teamsters, Local 330	3/13/2013	No Rep		
S-RC-13-065 <i>Majority Interest</i>	Village of Mundelein	Metropolitan Alliance of Police, Mundelein Police Chapter 687	3/20/2013	MAP	40	Sworn Peace Officers below the rank of Sergeant
S-RC-13-059 <i>Majority Interest</i>	Village of South Holland	Metropolitan Alliance of Police, South Holland Police Chapter 690	3/28/2013	MAP	37	Full time Peace Officers

S-RC-11-019 <i>Majority Interest</i>	Village of Manhattan	Illinois Council of Police	4/3/2013	ICOP	6	Part-time state certified Police Officers
S-RC-13-069 <i>Majority Interest</i>	Village of Forest View	Service Employees Int'l Union, Local 73	4/8/2013	SEIU	3	Firefighters
L-RC-13-013 <i>Majority Interest</i>	County of Cook	American Federation of State, County and Municipal Employees, Council 31	4/12/2013	AFSCME	6	Add to existing Health Facilities bargaining unit: Ambulatory Community Network (ACHN) Interpreter
S-RC-13-036 <i>Majority Interest</i>	State of Illinois, Department of Central Management Services	American Federation of State, County and Municipal Employees, Council 31	4/19/2013	AFSCME	1	Include in RC-42: Military Facility Administrator I
S-RC-12-004 <i>Majority Interest</i>	State of Illinois, Department of Central Management Services	American Federation of State, County and Municipal Employees, Council 31	4/19/2013	AFSCME	2	Include in RC-62: State Mine Inspector-at-Large (DNR)
S-RC-12-046 <i>Majority Interest</i>	City of Columbia (Emergency Medical Services)	American Federation of State, County and Municipal Employees, Council 31	4/24/2013	AFSCME	36	Full-time Paramedic; Paid-Volunteer Paramedic; Paid-Volunteer EMT Basic
S-RC-13-071 <i>Majority Interest</i>	Village of Stockton	Int'l Brotherhood of Teamsters, Local 722	4/25/2013	IBT	9	Police Officer
S-RC-13-073 <i>Majority Interest</i>	Village of Round Lake Park	Int'l Brotherhood of Teamsters, Local 301	4/25/2013	IBT	4	Public Works Maintenance
S-RC-13-049	Pace Northwest Division	Northwest Transit Union, Local 2012 and Int'l Brotherhood of Teamsters	5/6/2013	IBT (Incumbent)	218	Bus Operator; Master Mechanic; Mechanic; Mechanic Helper; Building Maintenance; Utility Person; Cleaner; Custodian at 900 E. Northwest Highway, Des Plaines
S-RC-13-038 <i>Majority Interest</i>	City of Urbana	American Federation of State, County and Municipal Employees, Council 31	5/6/2013	AFSCME	4	Include in existing S-UC-00-032: Parking Enforcement Officer
L-RC-13-012 <i>Majority Interest</i>	Chicago Transit Authority	Int'l Brotherhood of Electrical Workers, Local 9	5/13/2013	IBEW	3	Include in existing L-UC-08-011 Communication Manager
S-RC-13-061	City of Naperville	Illinois Council of Police and Illinois Fraternal Order of Police Labor Council	5/13/2013	FOP (Incumbent)	5	Detention Officer

S-RC-13-034	City of Roodhouse	Illinois Fraternal Order of Police Labor Council and Int'l Union of Operating Engineers, Local 148	5/13/2013	FOP	4	Police Officer Sergeant
S-RC-13-053 <i>Majority Interest</i>	Chief Judge of the Circuit Court of Cook County	Service Employees Int'l Union, Local 20 (Doctors Council SEIU)	5/29/2013	SEIU	3	Forensic Psychiatrist
S-RC-12-103 <i>Majority Interest</i>	Village of Libertyville	Service Employees Int'l Union, Local 73	5/30/2013	SEIU	9	Public Works employees
S-RC-13-077 <i>Majority Interest</i>	County of Stephenson (Stephenson County Nursing Center)	American Federation of State, County and Municipal Employees, Council 31	6/4/2013	AFSCME	115	Licensed Practical Nurse; Certified Nursing Assistant; Activities Aide; Housekeeper; Laundry; Maintenance; Environmental Services; Social Services Assistant; Secretary; Certified Rehabilitation Assistant; Central Supply; Aide; Material Manager; Medical Records Coordinator; Receptionist; Accounts Payable Coordinator
L-RC-13-015 <i>Majority Interest</i>	County of Cook	American Federation of State, County and Municipal Employees, Council 31	6/6/2013	AFSCME	3	Include in existing Health Facilities bargaining unit: Substance Abuse Counselor III; Central Sterile Processing Coordinator Employed at Stroger Hospital
S-RC-13-044 <i>Majority Interest</i>	Stookey Township Highway Department	Laborers Int'l Union of North American, Local 459	6/11/2013	Laborers'	5	Highway Maintainer
S-RC-13-046 <i>Majority Interest</i>	Caseyville Township Sewer System	Int'l Union of Operating Engineers, Local 148	6/11/2013	IUOE	6	Sewer System Customer Service and Office Manager; Administration Assistant/General Assistance Lead; Office Manager Administration Office/Customer Service Sewer System; Administration Assistant

S-RC-13-048 <i>Majority Interest</i>	State of Illinois, Department of Central Management Services	SEIU Healthcare Illinois/Indiana affiliated with Service Employees Int'l Union	6/14/2013	SEIU	333	Home Health Care Workers under the Home Services Program under Section 3 of the Disabled Persons Rehabilitation Act in the tiled of: Certified Nursing Assistant; Licensed Professional Nurse; Registered Nurse
S-RC-13-085 <i>Majority Interest</i>	Village of Westmont	Int'l Union of Operating Engineers, Local 150	6/17/2013	IUOE	25	Public Works employees
S-RC-13-081 <i>Majority Interest</i>	Northern Illinois University	Metropolitan Alliance of Police, Northern Illinois University Police Sergeants Chapter 292	6/19/2013	MAP	13	Sergeants
S-RC-13-052 <i>Majority Interest</i>	Curran-Gardner Townships Public Water District	General Teamsters/Professional & Technical Employees Local Union No. 916	6/24/2013	Teamsters	8	Water Plant Operator; Customer Relations; District Office Manger; New Business Coordinator
S-RC-13-091 <i>Majority Interest</i>	City of Geneva (Street and Fleet Division)	Int'l Brotherhood of Electrical Workers, Local 196	6/24/2013	IBEW	14	Street Maintenance Lead Worker; Street Maintenance Worker; Fleet Maintenance Technician

CERTIFICATION OF VOLUNTARILY RECOGNIZED REPRESENTATIVE

Case Number	Employer	Labor Organization	Date Certified	Amendment
S-VR-13-002	Village of Brighton	Int'l Brotherhood of Teamsters, Local 525	11/16/2012	Public Works Laborer
S-VR-13-001	Village of University Park	American Federation of State, County and Municipal Employees, Council 31	12/17/2012	Add to existing S-RC-93-005 bargaining unit Account Technician
S-VR-13-004	City of Mount Olive	Policemen's Benevolent Labor Committee	12/17/2012	Bookkeeper; Dispatcher; Police Officer in all ranks up to and including the Chief of Police
S-VR-13-006	City of Girard	Policemen's Benevolent Labor Committee	4/22/2013	Full time police officers below the rank of Chief

AMENDMENT TO CERTIFICATIONS

Case Number	Employer	Labor Organization	Date Certified	Amendment
L-AC-11-011	County of Cook	Int'l Brotherhood of Teamsters, Local 700	10/18/2012	Change name from International Brotherhood of Teamsters, Local 714 to International Brotherhood of Teamsters, Local 700
S-AC-13-001	Kendall County Emergency Telephone Board (KENCOM)	Illinois Fraternal Order of Police Labor Council	10/9/2012	Change name from County of Kendall and Kendall County Emergency Telephone Board (KENCOM) to Kendall County Emergency Telephone Board (KENCOM)
L-AC-13-001	County of Cook (Ambulatory and Community Health Network)	Service Employees Int'l Union, Local 20 (Doctors Council SEIU)	12/14/2013	Combine bargaining units from Oak Forest Hospital and Ambulatory and Community Health Network into on bargaining unit
L-AC-11-004	County of Cook and Sheriff of Cook County	Int'l Brotherhood of Teamsters, Local 700	1/22/2013	Change name from International Brotherhood of Teamsters, Local 714 to International Brotherhood of Teamsters, Local 700
S-AC-13-003	Village of North Riverside	Illinois Fraternal Order of Police Labor Council	2/6/2013	Change name from North Riverside Police Benevolent Association, Unit 73 to Illinois Fraternal Order of Police Labor Council

REVOCATION OF PRIOR CERTIFICATIONS

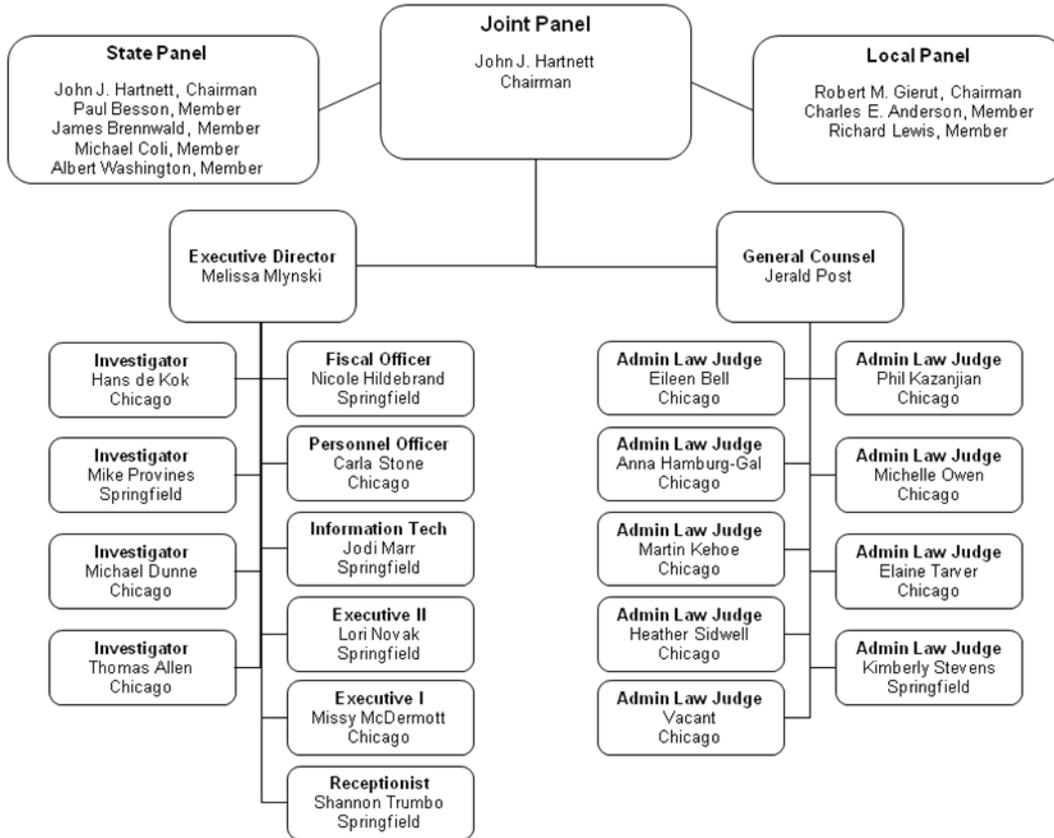
Case Number	Employer	Labor Organization	Date Certified	Unit Type
S-DD-13-002	County of Effingham and Sheriff of Effingham County	American Federation of State, County and Municipal Employees, Council 31	8/23/2012	S-UC-96-034 All support employees including Correctional Officers, Bailiff, Process Server, Office Deputy, Clerk Typist and Telecommunicator in the Effingham County Sheriff's Department.
S-DD-13-001	Village of Island Lake	Illinois Council of Police	9/18/2012	S-RC-03-089 All full-time sworn peace officers in the rank of sergeant

S-RC-10-055	Village of Richton Park	Illinois Fraternal Order of Police Labor Council	9/18/2012	All sworn police officers in the rank of Sergeant
S-DD-13-004	City of Mount Olive	Illinois Council of Police	10/16/2012	S-RC-08-120 All full-time Police Officers under the position of Chief
S-DD-13-006	City of Mount Olive	Illinois Council of Police	10/16/2012	S-RC-08-118 All full time Police/Telecommunicators
S-DD-13-008	City of Eureka	Laborers' Int'l Union of North America, Local 996	10/25/2012	S-RC-06-140 All full-time and regular part-time non-professional employees of the water, sewer, maintenance, public works and parks departments
S-DD-13-010	County of Williamson and Sheriff of Williamson County	Laborers' Int'l Union of North America, Local 773	11/16/2012	S-VR-08-004 Employees of the Williamson County Sheriff's Corrections Department in the title of Captain and Lieutenant
S-DD-13-003	Justice Willow Springs Water Commission	Int'l Union of Operating Engineers, Local 150	12/17/2012	S-RC-07-025 All full-time and regular part-time employees in the following classifications: Superintendent, Assistant Superintendent and Assistant Operator
S-DD-13-012	City of Zeigler	Laborers Int'l Union of North America, Local 773	1/15/2013	S-VR-11-004 All persons employed full-time and permanent part-time in its Water and Street Department
S-RC-10-122 Partial	State of Illinois, Department of Central Management Services	Illinois State Employees Association, Laborers Int'l Union, Local 2002	1/24/2013	Public Service Administrator, Option 8L Illinois State Police
S-DD-13-005	Village of Mundelein	Int'l Brotherhood of Teamsters Local 700	2/19/2013	S-AC-10-003 All sworn full-time peace officers
S-DD-13-007	Village of South Holland	Int'l Brotherhood of Teamsters Local 700	3/4/2013	S-AC-10-013 All sworn, full-time police officers below the rank of Sergeant
S-RC-10-194	State of Illinois, Department of Central Management Services (Transportation)	Int'l Union of Operating Engineers, Local 150	3/7/2013	All positions in the Engineering Technician V job title or classification which are currently unrepresented by a labor organization; Engineering Technician IV in the following positions: Bridge Maintenance Technician; Bridge Inspection Technician; Traffic Operations Technician; Equipment Technician; all other positions in the Engineering Technician IV job title or classification which are currently unrepresented by a labor organization; Technical Manager VI in the following position: sign shop position in the Department of Transportation's Central Operations Division of Highways.

S-RC-11-122	Illinois State Board of Elections	American Federation of State, County and Municipal Employees, Council 31	5/16/2013	Administrative Coordinator; Administrative Specialist I; Division Secretary; Election Specialist; Election Specialist I; Election Specialist II; Election Specialist III; Election Specialist IV; Election Specialist Trainee; Election Project Manager; Facility Services Specialist I; Information Services Technician; Information Specialist; Information Specialist II; Information Specialist III; Information Service Coordinator; Mail Room Clerk; Microfilm Specialist; Office Receptionist; Procurement Officer; Public Information Associate; Receptionist.
S-DD-13-009	Lake County Circuit Clerk	Teamsters, Local 714	5/21/2013	S-RC-08-115 All persons employed by the Lake County Circuit Clerk and holding the following job titles: Principal Court Clerk; Clerk; Court Clerk; Microfilm Coordinator; Office Automation Specialist; Principal Accounting Specialist; Principal Clerk; Senior Accountant; Senior Clerk; Senior Court Clerk.
S-UC-12-034	Illinois Secretary of State	Service Employees Int'l Union, Local 73	6/12/2013	Executive I and Executive II titles within Drivers' Services Division and the other departments
S-DD-13-011	Harvey Park District	Teamsters Local 700	6/25/2013	S-RC-12-041 All person employed full-time or part-time as maintenance employees
S-DD-13-014	City of Mt. Olive	Laborers Int'l Union, Local 338	6/27/2013	S-RC-06-150 All full-time employees of the street department, sewer department and waterworks department
S-DD-13-015	Village of Round Lake Heights	Illinois Council of Police	6/28/2013	S-RC-08-113 All part-time police officers in the following rank: Patrol Officer
S-DD-13-013	Village of Round Lake Heights	Illinois Council of Police	6/28/2013	S-RC-08-111 All full-time police officers in the following ranks: Patrol Officer; Sergeant

ORGANIZATIONAL CHART

Illinois Labor Relations Board FY 2013



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