# IPLRA Developments

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# ILLINOIS PUBLIC LABOR RELATIONS ACT: RECENT DEVELOPMENTS

## October 2013 – September 2014

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By way of a non-precedential decision in Department of Central Management Services/Department of Healthcare and Family Services v. Ill. Labor Relations Bd., 2013 IL App (4th) 120507-U, 30 PERI ¶78, the Fourth District affirmed in part and reversed in part the Board's decision in 28 PERI ¶160 (IL LRB-SP 2012) (Case No. S-RC-08-130), in which the Board adopted the ALJ's recommended decision rejecting the Employer's arguments that three administrative law judges in the Department of Healthcare and Family Services should be excluded from representation as managerial employees, and that one of the three, a supervising ALJ, also met the definition of supervisor under the Act. The Court agreed with the Board that none of the three positions met the managerial exclusion, because the evidence failed to establish that any of the ALJs were predominantly engaged in executive and management functions, or that they formulated agency policies or possessed the independent discretion to make policy decisions. However, the Court reversed the Board with respect to the supervising ALJ, finding that he should be excluded as a supervisor. Although the Board concluded that the supervising ALJ did not exercise independent judgment in exercising supervisory duties, that certain of his authority had been expressly taken away by his superiors, and that he clearly did not spend the preponderance of his employment time supervising his two subordinates, the Court determined otherwise, and ruled that the employee had supervisory authority to direct and discipline his two subordinates with independent judgment. The Court also ruled that the preponderance requirement was met, based on the employee's testimony that supervising his two subordinates was "a major portion" of his job, and the Court's determination that there was little evidence as to how much time he spent performing non-supervisory functions.

**11/18/13**
**ILRB SP**
**Managerial Exclusion**

In AFSCME Council 31 and State of Illinois, Department of Central Management Services (Property Tax Appeal Board), 30 PERI ¶127 (IL LRB-SP 2013) (Case No. S-RC-09-136), the Board affirmed the ALJ's recommended decision that the Union's petition be dismissed because the position the Union sought to represent, the Chief Hearing Officer for the Illinois Property Tax Appeal Board, is a managerial employee within the meaning of Section 3(j) of the Act. In reaching this conclusion, the ALJ and the Board noted that the Chief Hearing Officer spends 80-85% of his time conducting hearings and writing decisions for the agency, and that, as with the Illinois Commerce Commission ALJs found to be managerial in Illinois Department of Central Management Services/Illinois Commerce Commission v. Illinois Labor Relations Board, State Panel, 406 Ill.App.3d 766, 26 PERI ¶136 (4th Dist. 2010), his decisions concern the core functions of an adjudicative agency, they are accepted by the Appeal Board almost all of the time, and they therefore constitute the sort of effective recommendations that qualify as executive and managerial authority.

**1/31/14**
**ILRB SP**
**Managerial Exclusion**
In AFSCME Council 31 and State of Illinois, Department of Central Management Services, 30 PERI ¶200 (IL LRB-LP 2014) (Case No. S-RC-11-062), the Board adopted the ALJ's recommended ruling rejecting the Employer's argument that two Environmental Scientists for the Pollution Control Board qualified for the managerial exclusion under Section 3(j) of the Act. The Board agreed with the ALJ's determination that the two employees at issue do not exercise the requisite discretion and authority when they write PCB decisions, because their writings merely memorialize decisions already made by the PCB. The Board also agreed with the ALJ that the employees are not in any event predominantly engaged in decision writing, and would thus fail to satisfy this prong of the managerial test, as well. Finally, the Board rejected the Employer's argument on appeal that the Environmental Scientists are managerial as a matter of law, noting the absence of any statute cloaking these employees with the powers and privileges of the PCB members. The Board also distinguished the Fourth District's decision in Department of Central Management Services (Pollution Control Board) v. Illinois Labor Relations Board, 2013 Il App (4th) 110877, concluding that, unlike the legal assistants to the PCB at issue in that case, the Environmental Scientists do not provide advice and direction to the PCB with respect to legal issues, and noting that the "managerial as a matter of law" exclusion has historically been limited to attorneys.

**2/14/14**
**ILRB SP**
**Managerial Exclusion**
In AFSCME Council 31 and State of Illinois, Department of Central Management Services (Illinois Commerce Commission), 30 PERI ¶205 (IL LRB-SP 2014) (Case No. S-RC-11-074), appeal pending, No. 1-14-0759 (Ill. App. Ct., 1st Dist.), the Board affirmed the ALJ's recommended order concluding that the Assistant Director Administrative Law Judge for the ICC is a managerial employee within the meaning of Section 3(j) of the Act. In its decision, the Board relied on the ALJ's findings that the incumbent spends approximately 70% of his time hearing cases and rendering decisions on a wide variety of cases that come before the ICC, that these decisions represent the primary means by which the ICC effectuates its statutory mandate, and that the Commission accepts the "vast majority" of his recommended decisions unchanged.

**2/14/14**
**ILRB SP**
**Managerial Exclusion**
In AFSCME Council 31 and State of Illinois, Department of Central Management Services (Illinois Commerce Commission), 30 PERI ¶206 (IL LRB-SP 2014) (Case No. S-RC-11-078), appeal pending, No. 1-14-0656 (Ill. App. Ct., 1st Dist.), the Union petitioned to add six ICC Directors to an existing bargaining unit, and the Employer objected, arguing that all six should be excluded from collective bargaining as managerial, supervisory and confidential within the meaning of the Act. The ALJ recommended that three be excluded as managerial - including one she determined to be "managerial as a matter of law" – and that the other three be added to the bargaining unit. A majority of the Board ruled that all six should be excluded under the traditional managerial exclusion set forth in Section 3(j) of the Act, and reversed the ALJ's ruling that one was managerial as a matter of law, and that three others did not meet the traditional managerial exclusion. Member Brennwald dissented with respect to two of the Directors, citing his view that the rationale relied on by the majority for those positions – that they function as "gatekeepers" who exercise discretion in determining which matters are brought to the Commission's attention – is not sufficient to satisfy the standards of Section 3(j).

**4/8/14**
**ILRB SP**
**Unit Clarification; Exclusion Based on Change in Law**
In Illinois Office of the Comptroller and Int'l Union of Operating Engineers Local 965, 30 PERI ¶282 (IL LRB-SP 2014) (Case No. S-UC-13-044), appeal pending, No. 4-14-0352 (Ill. App. Ct., 4th Dist.), the Employer filed a UC petition to remove from existing bargaining units represented by the Union employees holding the title of Public Service Administrator. The petition was filed following the enactment of Public Act 97-1172 effective April 5, 2013, which amended the Act to, among other things, exclude from the definition of "public employee" certain categories of employees of State agencies – including, specifically, the subject PSAs employed by the Comptroller's Office. The Board affirmed the ALJ's recommended order excluding the Comptroller's PSAs, agreeing with the ALJ that the UC was appropriately filed under the Board's rules based on the "significant change in law" affecting the employees' bargaining rights occasioned by the amendment to the Act, and rejecting the Union's argument that the exclusion improperly impinged on the employees' rights to continued coverage under the existing collective bargaining agreements between the Union and the Employer. In particular, the Board noted its well-established authority to remove positions from collective bargaining units pursuant to the Board's rules, and the absence of any statutory or case law to support the Union's argument that the Board's authority to remove these employees, because they are no longer "public employees" under the Act, was in any way undermined by the fact of their coverage under existing collective bargaining agreements. The Board's decision also specified that the effective date of the employees' removal would be the date of the Executive Director's certification of exclusion pursuant to the Board's decision.

**5/13/14**
**4th DISTRICT ORDER**
**New Petition For Excluded Positions; Denial of Hearing**
In a non-precedential decision in International Association of Machinists and Aerospace Workers, District 8 v. Ill. Labor Relations Bd., 2014 IL App (4th) 130126-U, 30 PERI ¶293, the Fourth District Appellate Court affirmed the Board's dismissal of the Union's majority interest petition in International Association of Machinists and Aerospace Workers, District 8 and State of Illinois, CMS (Department of Human Services), 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 regarding 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. The Court rejected the Union's argument on appeal that it was unfairly denied a hearing, citing the Union's failure to respond to the ALJ's request for information that would warrant holding a hearing, and concluding that the Board's decision to proceed without a hearing was not clearly erroneous. The Court similarly found that, by failing to respond to the ALJ's request for information, the Union forfeited any right to challenge on appeal the Board's substantive determination, based on its prior decisions, that the petitioned-for positions were excluded from collective bargaining under the Act.

**6/12/14**
**ILRB LP**
**Confidential Exclusion**
In City of Chicago (Office of Inspector General) and AFSCME Council 31, 31 PERI ¶6 (IL LRB-LP 2014) (Case No. L-RC-13-011), the Board adopted the ALJ's recommended ruling dismissing the Union's majority interest petition, which sought to represent Investigators employed in the Employer's Office of the Inspector General, on the finding that the Investigators are confidential employees within the meaning of Section 3(c) of the Act. The ALJ determined that the Investigators are confidential under the "authorized access" test because, in the regular course of their duties, they (1) assist the Employer's Law

Department attorneys in strategizing with respect to grievance arbitration hearings involving discipline issued pursuant to IG investigations; (2) have advance knowledge of discipline that will be imposed by an operating department by way of their review of draft disciplinary charges prior to their issuance; and (3) review for accuracy drafts of IG reports recommending various improvements in operational performance and efficiency, including such reports related to the Employer's collective bargaining policies and strategies.

**6/20/14**
**ILRB SP**
**Unit Appropriateness**
In Service Employees Int'l Union, Local 73 and County of McHenry, McHenry County Recorder of Deeds, 31 PERI ¶8 (IL LRB-SP 2014) (Case No. S-RC-14-001), the Union filed a majority interest petition seeking to represent Recording Specialists, part-time Recording Specialists and Record/Office Clerks in the McHenry County Recorder's Office. The ALJ found the unit inappropriate for failing to include two positions: the office's Accounting Coordinator and Personal Computer Specialist. The Board affirmed the ALJ's recommended decision, and, in the process, declared that it would continue to apply a presumption of unit inappropriateness in cases such as this one, where the proposed unit excludes positions that perform duties similar to those performed by the petitioned-for employees, and where both the petitioned-for and excluded positions work under a common, centralized personnel system. The Board went on to find that the Union failed in this case to rebut the presumption of inappropriateness, because it could not show that the smaller proposed unit shared a community of interests separate and distinct from that of a larger unit including the two positions at issue, and the Union also failed to otherwise demonstrate a rational and legitimate basis which would justify certification of the smaller unit.

**7/8/14**
**1st DISTRICT OPINION**
**Confidential Exclusion**
In a 2-1 decision in AFSCME Council 31 v. Ill. Labor Relations Bd., 2014 IL App (1st) 132455, 31 PERI ¶22, pet. leave to appeal pending, No. 118088 (Ill. Sup. Ct.), the First District Appellate Court reversed the Board's decision in Treasurer of the State of Illinois and AFSCME Council 31, 30 PERI ¶53 (IL LRB-SP 2013) (Case No. S-UC-12-056), granting the Employer's unit clarification petition to remove an Information Systems Analyst II from the bargaining unit on the basis that the position is confidential. The Board had affirmed an ALJ's recommended decision finding that the position at issue met the confidential exclusion under the "authorized access" test, based on the employee's responsibility, in the regular course of her duties as a network administrator for the Treasurer's Office, for troubleshooting Excel documents, including budgetary documents upon which collective bargaining proposals and responses may be based. The Court found the Board's decision to be "clearly erroneous," agreeing with the Union that the Employer had failed to meet its burden of proving that either the employee's troubleshooting duties, or her duties as a Network Administrator – an alternative argument raised by the Employer at hearing but not addressed by the Board – qualified her as a confidential employee. More specifically, the Court found clear error in the Board's failure to accord determinative weight to the undisputed evidence that, during her 13-year tenure in the position, the employee had yet to be exposed to any collective bargaining information in the course of her duties, and by instead basing its decision on her theoretical access to such information. The Court also ruled that, even if her theoretical access to preliminary budget documents were to be considered "authorized access," such information does not qualify as "information relating to the effectuation or review of the employer's collective bargaining policies." The Court also found that the employee's Network Administrator duties did not qualify her position as confidential because, although she had the technical capability in that role to view other employees' documents and emails, she was not allowed to do so unless given express direction, and thus did not have "authorized access" to any collective bargaining-related information. In the dissent's view, the Board's decision was reasonable and worthy of deference, because the employee's access to

preliminary budget information that could be used in collective bargaining, though tangential to her regular job duties, was nevertheless real, and not merely theoretical.

**7/28/14**
**ILRB SP**
**Managerial as a Matter of Law; Appropriateness of UC Petition; Contract Bar**
In County of Will and Will County State's Attorney and AFSCME Council 31, 31 PERI ¶39 (IL LRB-SP 2014) (Case No. S-UC-14-013), the Employer filed a unit clarification petition in November 2013 seeking to exclude from collective bargaining its Assistant State's Attorneys, who had been represented by the Union since 1993. The basis for the Employer's petition was the Illinois Supreme Court's 1995 decision in Office of the Cook County State's Attorney, 166 Ill. 2d 296, finding Cook County's State's Attorneys to be managerial "as a matter of law." The ALJ found that the Court's 1995 decision represented a "significant change in law" affecting the bargaining rights of the Employer's State's Attorneys, that the petition was therefore procedurally appropriate within the meaning of Section 1210.170(a)(3) of the Board's rules, and that, because there was no basis for distinguishing the 1995 decision from the facts presented by the Employer's petition, the petition to exclude the Employer's Assistant State's Attorneys should be granted. The ALJ also rejected the Union's argument that the "contract bar" doctrine applied to bar the Employer's petition. The Board affirmed the ALJ's recommended order, and directed the issuance of a certification excluding the Employer's State's Attorneys from collective bargaining.

**8/13/14**
**1st DISTRICT OPINION**
**Managerial Exclusion**
In AFSCME Council 31 v. Ill. Labor Relations Bd., 2014 IL App (1st) 123426, 31 PERI ¶30, the First District Appellate Court rejected the Union's appeal of the Board's decision in AFSCME 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), finding 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 had previously been remanded to the Board by the Fourth District in Cent. Mgmt. Servs./Ill. Commerce Comm'n v. Ill. Labor Relations Bd., 26 PERI ¶136, 406 Ill. App. 3d 766 (4th Dist. 2010), following the Employer's appeal of the Board's certification of the Union as the representative of the ALJ IIIs and IVs without conducting a hearing on the Employer's managerial arguments. Following the remand hearing, the Board determined that the ALJs 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. The Court affirmed the Board's decision under the "clearly erroneous" standard, finding that the evidence in the record supported the Board's ruling.

## II. Employer Unfair Labor Practices

**10/23/13**
**ILRB SP**
**Executive Director Dismissal – Retaliation; Failure to Reinstate Charge Following Deferral**
In Metropolitan Alliance of Police, Orland Park Police Chapter No. 159 and Village of Orland Park, 30 PERI ¶114 (IL LRB-SP 2013) (Case No. S-CA-10-167), appeal pending, No. 1-13-3636 (Ill. App. Ct., 1st Dist.), the Union filed a charge alleging that the Employer issued a series of disciplinary actions against a bargaining unit employee, Joseph McGreal, in retaliation for his Union activity. On July 22, 2010, the Executive Director deferred the charge to the parties' grievance/arbitration process. The

Executive Director's deferral order stated that the charge was subject to dismissal if, within 15 days of the completion of the arbitration hearing, neither party submitted a request to the Board to proceed with the charge. On November 14, 2012, an arbitrator issued an award denying the Union's grievances. No request to proceed with the charge was ever filed with the Board, and the Executive Director accordingly dismissed the charge on July 18, 2013. Neither the Union nor the Employer appealed the dismissal; however, McGreal did file a timely appeal. The Board upheld the Executive Director's dismissal based on the absence of any request to proceed with the charge following the completion of the arbitration process.

**10/23/13**
**ILRB SP**
**Discrimination; Retaliation**
In Metropolitan Alliance of Police, DuPage Sheriff's Police, Chapter 126 and County of DuPage and DuPage County Sheriff, 30 PERI ¶115 (IL LRB-SP 2013) (Case No. S-CA-12-177), the Board rejected the Employer's exceptions, and adopted the ALJ's recommended decision finding that the Employer violated Section 10(a)(2) by removing a bargaining unit employee from his assignment to the Special Operations Unit because he grieved the Employer's change to its overtime policy. In her decision, the ALJ found that, even though the removal of the employee from the SOU did not result in a reduction in his pay rate, it was nevertheless an adverse employment action because he lost the opportunity to earn overtime while training with the unit on a regular day off, and also because his removal resulted in a loss of responsibility and prestige that comes with being assigned to the SOU. The ALJ also found that his removal was motivated by union animus, based on the Employer's shifting and pretextual grounds for effecting the removal, as well as the fact that the Employer took the action just two days after learning of the employee's complaint to the Union about the change in the overtime policy.

**10/23/13**
**ILRB SP**
**Executive Director Dismissal – Unilateral Change, Threat**
In Metropolitan Alliance of Police, Chapter 351 and Village of Oak Lawn, 30 PERI ¶116 (IL LRB-SP 2013) (Case No. S-CA-13-077), the Board affirmed the Executive Director's dismissal of the Union's charge alleging that the Employer violated the Act when, shortly after finalizing a collective bargaining agreement, the Employer sent the Union a notice requesting a meeting and informing the Union that, based on budgetary concerns, it may have to outsource its telecommunications unit, which includes employees represented by the Union. The Executive Director found that there was no basis for concluding that the Employer had unilaterally changed terms and conditions of employment, because no change had yet been implemented, and the Employer had only provided the Union with notice of contemplated action and offered to discuss the matter with the Union. The Executive Director also concluded that there was no basis for the Union's argument that the Employer's notice constituted an illegal threat, since it is not inherently unlawful for an employer to contract out work, or consider such an action and gather information before making a decision.

**10/23/13**
**ILRB SP**
**Executive Director Dismissal – Breach of CBA Claim**
In Amalgamated Transit Union, Local 1028 and Pace Suburban Bus, 30 PERI ¶117 (IL LRB-SP 2013) (Case No. S-CA-13-193), the Charging Party alleged that the Employer violated the Act by requiring its supervisors to inform employees that they may no longer use the FMLA provision of the CBA as an excusable absence. The Executive Director dismissed the charge on her finding that it alleged nothing more than noncompliance with the CBA, noting that the Charging Party had failed to provide any specific evidence in response to the Board agent's request for information as to how the Employer's action violated the Act. The Board rejected the Charging Party's exceptions and upheld the dismissal.

**1/31/14**
**ILRB LP**
**Executive Director Dismissal – Weingarten Rights**
In Ronald D. Butler and Chicago Transit Authority, 30 PERI ¶195 (IL LRB-LP 2014) (Case No. L-CA-14-004), Charging Party's supervisor informed the Charging Party, with his Union representative participating by telephone, that the supervisor was going to recommend that the Charging Party be given a one-day suspension for violating sick call-in procedures. The supervisor also explained to both the Charging Party and his Union representative the basis for his recommendation. Charging Party then filed a charge alleging that the Employer violated his Weingarten rights to union representation during an investigatory interview. The Board affirmed the Executive Director's dismissal of the charge on the ground that the meeting in question was not investigatory, but merely informational, and that therefore no Weingarten rights were implicated.

**1/31/14**
**ILRB LP**
**Refusal to Bargain**
In SEIU Local 73 and City of Chicago, 30 PERI ¶194 (IL LRB-LP 2014) (Case No. L-CA-10-070), the Union alleged that the Employer violated Section 10(a)(4) by failing to schedule arbitration hearings in a timely manner, and by refusing to pay half of the arbitrator's hearing cancellation fees in cases where such a fee was assessed following the Union's withdrawal of a grievance. The Board adopted the ALJ's recommended decision finding that the Employer had not violated the Act with respect to either allegation. On the first issue, the Board agreed with the ALJ that the Employer's delays in scheduling arbitration hearings did not amount to a repudiation of the relevant collective bargaining agreements. The Board determined that the relevant CBA language was open to interpretation, the scheduling delays did not prevent the grievance process from working, and the Employer did not otherwise demonstrate bad faith, since the Employer had legitimate reasons for the delays, given the high volume of arbitration demands and staffing and logistical challenges. The Board also agreed with the ALJ's conclusion that, although Section 8 of the Act should be read as requiring that parties split arbitration hearing cancellation fees absent specific CBA language addressing the issue, the Employer's failure to pay half the cancellation fee did not constitute a violation of Section 10(a)(4). In reaching this conclusion, the Board followed Pennsylvania precedent to the effect that an employer's duty to bargain in good faith runs to the employees and their collective representative, and not to the arbitrator, and that any obligation of the employer to compensate an arbitrator is separate and distinct from the duty to bargain. Following the reasoning of the Pennsylvania precedent, the Board concluded that the Act does not authorize a union to pay an arbitrator's fee, and then, in effect, act as a collection agent for the arbitrator by recouping the payment from the employer through the filing of an unfair labor practice charge.

**1/31/14**
**ILRB LP**
**Executive Director Dismissal – Duty of Fair Representation; Employer as Additional Respondent**
In Tony Damarjian and SEIU Local 73, 30 PERI ¶197 (IL LRB-LP 2014) (Case No. L-CB-13-031), Charging Party was a Detention Aide for the Employer City of Chicago who was then hired by the Employer's Department of Aviation as a security officer. During his training for the security officer job at the Employer's police academy, Charging Party was dismissed for failing a test that candidates were required to pass in order to graduate from the academy, and he subsequently returned to his Detention Aide job. The Union grieved the Charging Party's dismissal from the academy, but declined to take the grievance to arbitration. Charging Party then filed a charge alleging that the Union breached its duty of fair representation. The Board upheld the Executive Director's dismissal of the charge for Charging Party's failure to present any evidence that the Union declined to advance the grievance out of any animosity directed at the Charging Party. The Board also rejected Charging Party's argument on appeal that the Employer should have been added as a respondent, finding that Charging Party's only complaint

against the Employer was its alleged breach of the CBA, and noting that the Board has no jurisdiction over such claims.

**3/13/14**
**4th DISTRICT ORDER**
**Refusal to Comply With Settlement Agreement**

By way of a non-precedential decision in City of Clinton/Dr. John Warner Hospital v. Ill. Labor Relations Bd., 2014 IL App (4th) 130304-U, 30 PERI ¶229, by a 2-1 vote, the Fourth District affirmed the Board's decision 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), finding the Employer violated Section 10(a)(4) by refusing to comply with a grievance settlement agreement. In this case, 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 that, 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. In a 2-1 decision, the Court held that the Board's decision was not clearly erroneous, and also rejected the Employer's argument that reinstatement of the grievant would contravene public policy, noting that the Employer voluntarily entered into the settlement agreement, and that public policy favors collective bargaining.

**3/26/14**
**ILRB LP**
**Retaliation**

In Rhodda Thompson and County of Cook/Hektoen Institute, 30 PERI ¶252 (IL LRB-LP 2014) (Case No. L-CA-10-043), the ALJ recommended a ruling that the Employer violated Section 10(a)(1) by delaying Charging Party's annual performance-based wage increase and subsequently laying her off, both in retaliation for her grievance-filing and other protected activity. The Board reversed the ALJ's recommended ruling, finding that the delay in implementing Charging Party's annual merit increase was not an adverse employment action because the delay was only three weeks, and the increase was made retroactive to the date it was due. The Board also concluded that there was insufficient evidence in the record to conclude that her layoff was in retaliation for her protected activities, noting in particular that statements of union animus made by her superiors occurred more than five months prior to the layoff, and were wholly unrelated to the circumstances of the layoff.

**6/12/14**
**ILRB LP**
**Duty to Bargain Over Hidden Surveillance Cameras**
In Service Employees Int'l Union, Local 73 and City of Chicago, 31 PERI ¶3 (IL LRB-LP 2014) (Case No. L-CA-10-061), the Employer had installed two hidden surveillance cameras at one of its branch libraries in 2007. The cameras were installed on the advice of the Employer's police department, in response to the occurrence of three break-ins and thefts of computers and employees' personal belongings within a seven-day period, as a means to identify and apprehend the burglars. Both cameras were installed inside the library facility - one was pointed at the window where the burglars were presumed to have entered, and also afforded a view of the circulation area where employees work; the other was pointed to provide a view of an open area which had been ransacked by the burglars, where employees store their personal belongings and take lunch and other breaks. In December 2009, the Employer discovered that one of the copying machines at the branch had been vandalized, reviewed video footage from the cameras to ascertain the cause of the damage, and found that the perpetrator was an employee. Following notification that the Employer intended to discipline the employee based on the camera footage, the Union demanded bargaining over the installation and use of the cameras. The Board adopted the ALJ's ruling that the installation of hidden surveillance cameras which could be used for the purpose of monitoring and disciplining employees is a mandatory subject of bargaining under Central City, and that the Employer therefore violated Section 10(a)(4) of the Act by installing the cameras and using the footage for discipline without providing the Union with advance notice and an opportunity to bargain.

**6/12/14**
**ILRB LP**
**Executive Director Dismissal – Retaliation**
In Dontay Brassel and City of Chicago, 31 PERI ¶4 (IL LRB-LP 2014) (Case No. L-CA-14-031), Charging Party alleged that the Employer retaliated against him for his grievance-filing activity by re-bidding shifts and bumping him from his shift. The Executive Director dismissed the charge, finding that the Charging Party had failed to present any evidence of retaliation, and noting that the re-bidding could not have been retaliatory because it was the subject of the grievance Charging Party claimed was the basis for the retaliation. The Board found no fault with the Executive Director's reasoning, but remanded the matter for further investigation of whether Charging Party's references to a transfer he received were to a second adverse employment action, or whether the transfer was part and parcel of the re-bidding action referenced in his charge and in his grievance.

**6/12/14**
**ILRB SP**
**Discrimination**
In Service Employees Int'l Union, Local 73 and State of Illinois, Secretary of State, 31 PERI ¶7 (IL LRB-SP 2014) (Case No. S-CA-11-126), a long-time chief steward for the Union was issued an oral reprimand, which ultimately resulted in her being disqualified for a promotion for which she had applied. The oral reprimand was issued for her failure to strictly follow an instruction given to her by her acting facility manager, also a bargaining unit employee, who had on several occasions stated that the steward was "too union for my blood." The facility manager reported the steward's failure to follow instructions to the Employer's regional manager, who instructed the facility manager to forward to him a written account of the incident, which the regional manager then forwarded to the Employer's personnel department. The personnel department reviewed the facility manager's report of the incident and, based on that report, directed the issuance of the oral reprimand. The ALJ found that, although the facility manager's animus toward the steward was a motivating factor in her report to her supervisor, the Union failed to make out a prima facie case of discrimination because the facility manager did not have sufficient involvement in the eventual oral reprimand to impute her animus to the Employer, since her report was truthful, she never made any disciplinary recommendation, and the decision to discipline was made by neutral decision-makers in the Employer's personnel department who were untainted by animus. The Board reversed the

ALJ's ruling that the Union failed to meet its prima facie burden, concluding that, since the facility manager's report was the sole basis for the oral reprimand, she was sufficiently involved in the discipline that her animus could be imputed to the Employer. The Board also rejected the Employer's argument that the facility manager's status as a bargaining unit employee precluded imputation of her animus to the Employer. However, the Board went on to conclude that, based on the available evidence in the record – including the fact that the report was truthful, that the steward's conduct was deemed by neutral decision-makers to warrant discipline, and that the facility manager did not single out only the steward in her report to the supervisor - it was more likely than not that the facility manager would have reported the steward even in the absence of any animus, and the Employer therefore met its shifted burden of demonstrating that the oral warning would have been issued notwithstanding the facility manager's animus. The Board therefore affirmed the ALJ's dismissal of the complaint. While joining in the majority's opinion that the facility manager's involvement in the discipline was sufficient to impute her animus to the Employer, such that the Union met its prima facie burden, Member Coli dissented from the majority's conclusion that the Employer met its shifted burden of demonstrating that the oral warning would have been issued notwithstanding the facility manager's animus. In Member Coli's view, the majority failed to give adequate weight to evidence in the record suggesting that the facility manager's decision to report the steward was primarily motivated by a desire to disqualify the steward from the promotion, and that this desire in turn was driven by the facility manager's union animus.

**6/20/14**
**ILRB SP**
**Executive Director Dismissal – Protected, Concerted Activity**
In Lori Crafton and State of Illinois, Department of Central Management Services (Corrections), 31 PERI ¶23 (IL LRB-SP 2014) (Case No. S-CA-14-076), Charging Party grieved a three-day suspension, which her Union settled for a reduction to a one-day suspension and two days of backpay. Charging Party then filed a grievance over the same suspension under the Employer's Personnel Code, which the Employer denied, based at least in part on the settlement of the Union's grievance. Charging Party then filed this charge complaining of the issuance of the suspension. The Executive Director dismissed the charge on timeliness grounds, and for the Charging Party's failure to show any retaliatory motive on the part of the Employer. On appeal, Charging Party argued that the Employer interfered with or restrained her from filing a Personnel Code grievance in violation of the Act. The Board found that, unlike a grievance arising under a collective bargaining agreement, the filing of a Personnel Code grievance does not constitute concerted activity under the Act. The Board therefore rejected Charging Party's appeal, and affirmed the dismissal.

**7/21/14**
**ILRB LP**
**Executive Director Dismissal – Retaliation; Waiver by Settlement Agreement**
In Deborah Ticey and City of Chicago, 31 PERI ¶36 (IL LRB-LP 2014) (Case No. L-CA-14-054), Charging Party's Union filed a class grievance against the Employer, alleging a violation of the CBA with respect to crediting of earned vacation for employees in certain job classifications, including Charging Party's, that had been recently added to the bargaining unit. The Union and the Employer eventually entered into a written settlement resolving the grievance. Charging Party subsequently filed a charge against the Employer, alleging that the settlement agreement improperly resulted in her losing vacation days to which she was entitled. The Executive Director dismissed the charge on the ground that there was no evidence that the Employer reduced Charging Party's allotted vacation earnings in retaliation for her engaging in any protected activity. The Board affirmed the Executive Director's dismissal, and went on to articulate an additional basis for dismissing the charge: the Union's clear and unmistakable waiver, as expressed in what the Board characterized as the "narrowly-crafted" language of the settlement agreement, of Charging Party's right to file a charge arising out of the same issue which was the subject of the settlement. In particular, the Board pointed to the language in the settlement agreement specifying the Union's waiver of "individual claims and charges" against the City "before any administrative

agency" relative to the vacation days issue. The Board also noted that the Executive Director had found, in a companion case (L-CB-14-025), that there was no evidence that the Union had breached its duty of fair representation in entering into the settlement agreement.

**7/28/14**
**ILRB SP *(Non-precedential split vote)***
**Executive Director Dismissal - Unilateral Change**
In AFSCME Council 31 and State of Illinois, Treasurer, 31 PERI ¶38 (IL LRB-SP 2014) (Case No. S-CA-14-064), , appeal pending, No. 1-14-2570 (Ill. App. Ct., 1st Dist.), the Union alleged that the Employer violated Section 10(a)(4) when it unilaterally implemented changes to its health care plan, and ceased granting salary step increases, without affording the Union advance notice and an opportunity to bargain. The Executive Director dismissed the charge, finding no issue for hearing on either claim. On the first claim, the Executive Director ruled that the health care changes implemented by the Employer were consistent with the terms of the collective bargaining agreement, and therefore did not represent a change in the status quo. On the second, the Executive Director determined that the claim was untimely because the discontinuation of step increases was implemented more than six months before the filing of the charge, and because, even though the Employer did not give the Union notice that it was discontinuing step increases, multiple employees were affected by the change more than six months prior to the filing of the charge, and the Union therefore reasonably should have been aware of the change at that time. On appeal to the Board, Chairman Hartnett and member Coli voted to affirm the dismissal, while members Besson and Brennwald voted to remand the case. Because of the tie vote, the Executive Director's dismissal stands as a non-precedential, final action of the Board.

## III. Union Unfair Labor Practices

**10/24/13**
**ILRB LP**
**Executive Director Dismissal – Duty of Fair Representation**
In Basharath Ali Khan and AFSCME Council 31, 30 PERI ¶120 (IL LRB-LP 2013) (Case No. L-CB-13-037), Charging Party alleged that the Union breached its duty of fair representation by failing to pursue to arbitration a grievance challenging his termination. The Executive Director found that there was no evidence that the Union took any action designed to retaliate against the Charging Party or due to his status, and that, instead, the Union elected not to pursue his grievance to arbitration only because it determined that the grievance lacked merit. Citing unions' substantial discretion in deciding which grievances to pursue, the Executive Director dismissed the charge, and the Board affirmed the dismissal following Charging Party's appeal.

**11/22/13**
**ILRB SP**
**Executive Director Dismissal – Union Refusal to Bargain**
In County of Kane and Kane County Sheriff and Policemen's Benevolent Labor Committee, 30 PERI ¶145 (IL LRB-SP 2013) (Case No. S-CB-13-027), the Employer filed a charge alleging that the Union violated Section 10(b)(4) of the Act by advancing to arbitration two grievances which the Employer read as seeking enforcement of minimum manning terms which were not included in the CBA. In its charge, the Employer asserted that, by advancing to arbitration grievances over a subject not covered by the CBA, the Union sought to "unilaterally change the grievance procedure." The Executive Director dismissed the charge, seeing no basis for an allegation that the Union's advancement of the grievances to arbitration worked an unfair labor practice, reasoning that the Union cannot effect a unilateral change, and, in any event, the ultimate disposition of the grievances would be left to an arbitrator, in accordance with the terms of the parties' CBA. At oral argument before the Board, the Employer claimed that the Union had

similarly advanced several other grievances to arbitration seeking enforcement of a non-existent minimum manning provision, and the Union stated that there were in fact eight grievances pending involving the same general subject matter. The Board decided that, based on this information, a more thorough investigation was required, and accordingly reversed the dismissal and remanded the case to the Executive Director for further investigation.

**1/31/14**
**ILRB LP**
**Sanctions; Remedy For Failing to Provide Fair Share Information**
In Shawn Hallinan and Fraternal Order of Police, Lodge 7, 30 PERI ¶196 (IL LRB-LP 2014) (Case No. L-CB-13-002), a complaint was issued on Charging Party's allegations that the Union violated Section 10(b)(1) of the Act by failing to provide him with information as to how fair share fees were calculated, and as to how he could object to the fair share calculation. In its answer to the complaint, the Union denied both factual allegations, as well as the allegation that it had violated the Act. However, at hearing, the Union admitted all allegations in the complaint, and the parties stipulated that the appropriate remedy was for the Union to refund fair share fees paid by the Charging Party. Also at hearing, the Charging Party moved for sanctions based on the Union's answer denying the allegations in the complaint, and the parties agreed to brief the sanctions issue for decision. The ALJ found sanctions appropriate with respect to the Union's denials of the allegations of fact because, at the time the Union filed its answer, it knew the denials were false, and it made the denials without reasonable cause. However, citing established Board precedent, the ALJ denied the Charging Party's motion for sanctions based on the Union's denial of the legal conclusion that the Union had violated the Act. The Board adopted the ALJ's recommended decision, and, by a 2-1 vote, took the further remedial step of ordering the Union to reimburse all fair share payers in the bargaining unit. In a partial dissent, Member Lewis wrote that he would have limited the remedy to reimbursement of the Charging Party, since that was all that Charging Party had requested, and because there was no discussion in the record of the appropriateness of imposing the broader remedy.

**1/31/14**
**ILRB LP**
**Executive Director Dismissal – Duty of Fair Representation; Employer as Additional Respondent**
In Tony Damarjian and SEIU Local 73, 30 PERI ¶197 (IL LRB-LP 2014) (Case No. L-CB-13-031), Charging Party was a Detention Aide for the Employer City of Chicago who was then hired by the Employer's Department of Aviation as a security officer. During his training for the security officer job at the Employer's police academy, Charging Party was dismissed for failing a test that candidates were required to pass in order to graduate from the academy, and he subsequently returned to his Detention Aide job. The Union grieved the Charging Party's dismissal from the academy, but declined to take the grievance to arbitration. Charging Party then filed a charge alleging that the Union breached its duty of fair representation. The Board upheld the Executive Director's dismissal of the charge for Charging Party's failure to present any evidence that the Union declined to advance the grievance out of any animosity directed at the Charging Party. The Board also rejected Charging Party's argument on appeal that the Employer should have been added as a respondent, finding that Charging Party's only complaint against the Employer was its alleged breach of the CBA, and noting that the Board has no jurisdiction over such claims.

**1/31/14**
**ILRB LP**
**Executive Director Dismissal – Duty of Fair Representation**
In Sharon Washington and AFSCME Council 31, 30 PERI ¶199 (IL LRB-LP 2014) (Case No. L-CB-13-032), the Executive Director dismissed Charging Party's claim that the Union breached its duty of fair representation by failing to "aggressively process" her grievance alleging the Employer's failure to accommodate her medical restrictions. The Board affirmed the Executive Director's dismissal, finding that, even if it were true that the Union was of little or no help to her in this matter, the alleged lack of

aggressiveness on the part of the Union would be insufficient to constitute an unfair labor practice. The Board also noted that the Charging Party was in any event competent enough in representing her own interests that she was able to ultimately succeed in resolving the matter with her Employer on her own.

**2/13/14**
**ILRB SP**
**Refusal to Bargain; Deferral**
In City of Elgin and Elgin Association of Firefighters, Local 439, 30 PERI ¶202 (IL LRB-SP 2014) (Case No. S-CB-13-019), a complaint was issued on the Employer's charge alleging that the Union violated Section 10(a)(4) by insisting to impasse on a permissive subject of bargaining – minimum shift staffing. The Union filed with the ALJ a motion to defer under Collyer, arguing that, because the Employer had claimed in a different case that the management rights clause of the CBA gave it the right to reduce staffing, resolution of the question of whether minimum staffing is an inherent managerial right under Central City requires interpretation of the CBA's management rights clause. The Board affirmed the ALJ's denial of the Union's motion to defer, agreeing with the ALJ that the analysis of what constitutes an inherent managerial right under Central City is separate and distinct from the question for an arbitrator - whether the CBA affords the Employer the right to reduce staffing unilaterally - and that deferral was therefore inappropriate because an issue of CBA interpretation did not lie at the center of the ULP dispute.

**2/14/14**
**ILRB SP**
**Executive Director Dismissal – Duty of Fair Representation**
In Ana Campos and AFSCME Council 31, 30 PERI ¶204 (IL LRB-SP 2014) (Case No. S-CB-13-045), the Board upheld the Executive Director's dismissal of the Charging Party's charge alleging that the Union breached its duty of fair representation by failing to obtain from her Employer a reasonable accommodation of her work restrictions following a reorganization by the Employer. The Board agreed with the Executive Director that there was no evidence of animosity or intentional misconduct by the Union, and noted that the union was in fact still pursuing a grievance on Charging Party's behalf seeking to obtain an accommodation of her work restrictions.

**2/28/14**
**ILRB LP**
**Compliance; Remedy for Breach of Duty of Fair Representation**
In Carmelthia Otis and Chicago Joint Board, Local 200, Retail, Wholesale and Department Store Union, 30 PERI ¶217 (IL LRB-LP 2014) (Case No. L-CB-06-035-C), appeal pending, No. 1-14-0802 (Ill. App. Ct., 1st Dist.), Charging Parties initiated a compliance proceeding seeking to enforce an earlier Board ruling finding that the Union had breached its duty of fair representation in its allocation and distribution to bargaining unit members of $375,000 it had been awarded by an arbitrator for the Employer's breach of the overtime provisions of the CBA. The Board adopted the ALJ's recommended order directing the Union to recalculate and redistribute the award proceeds in accordance with the precise terms of the order issued by the Board's Compliance Officer.

**2/28/14**
**ILRB LP**
**Executive Director Dismissal – Duty of Fair Representation**
In Ricky Anderson and ATU Local 241, 30 PERI ¶218 (IL LRB-LP 2014) (Case No. L-CB-13-036), Charging Party alleged that the Union breached its duty of fair representation by failing to pursue his grievance alleging the Employer's improper use of non-unit employees to do bargaining unit work. The Board affirmed the Executive Director's dismissal of the charge, agreeing with the Executive Director that there was no evidence that the Union's decision not to advance the grievance was improperly motivated so as to constitute intentional misconduct under the Act.

**3/26/14**
**ILRB LP**
**Executive Director Dismissal – Failure to Submit Information in Timely Manner**
In Salvatore T. Ziccarelli and Teamsters Local 700, 30 PERI ¶253 (IL LRB-LP 2014) (Case No. L-CB-13-020), appeal pending, No. 1-14-1223 (Ill. App. Ct., 1st Dist.), Charging Party alleged that the Union breached its duty of fair representation by conspiring with the Employer to deny him the opportunity to testify at a grievance hearing. The Executive Director had initially dismissed the charge as untimely, but that dismissal was reversed by the Board and remanded for further investigation. During the subsequent re-investigation, the Charging Party's attorney failed to respond to the Board agent's request for information to support an allegation of intentional misconduct by the Union, and the Executive Director therefore again dismissed the charge. In his appeal, Charging Party's attorney claimed he was unable to respond to the Board agent's request because of his involvement in other pending litigation, and requested additional time to provide the requested information. The Board rejected the appeal and affirmed the dismissal, finding that it was incumbent upon the Charging Party's attorney to seek an extension of time to respond prior to the due date set by the Board agent, and that enforcement of the Board rule requiring a charging party to submit all relevant evidence in support of a charge would not in this case be "unreasonable or unnecessarily burdensome" such as to justify the grant of a variance.

**6/12/14**
**ILRB LP**
**Executive Director Dismissal – Duty of Fair Representation**
In Dontay Brassel and Int'l Brotherhood of Teamsters, Local 700, 31 PERI ¶5 (IL LRB-LP 2014) (Case No. L-CB-14-014), Charging Party alleged that the Union breached its duty of fair representation by failing to advance his grievance alleging the Employer violated the collective bargaining agreement by re-bidding shifts and bumping him from his shift. The Board affirmed the Executive Director's dismissal of the charge, finding that the Charging Party had failed to present any evidence of animosity or bias toward the Charging Party, and noting unions' wide discretion in matters of grievance handling.

**6/18/14**
**ILRB SP**
**Executive Director Dismissal – Duty of Fair Representation; Untimely Exceptions**
In Mary Levy and Service Employees Int'l Union, Local 73, 31 PERI ¶11 (IL LRB-SP 2014) (Case No. S-CB-13-041 and S-CB-14-017), Charging Party filed two charges against the Union alleging that the Union was engaged in a campaign to force her from her position so it could choose her replacement. The second charge also complained of the Union's failure to pursue a grievance on her behalf with respect to alleged hostile treatment from her co-workers. The genesis of both charges was the Union's pursuit of a grievance with the Employer alleging that the Employer violated the collective bargaining agreement when it hired Charging Party, rather than promoting a more senior bargaining unit employee. The Union's grievance was denied in arbitration. The Union also filed an unfair labor practice charge against the Employer alleging that the more senior employee was bypassed for the promotion in retaliation for her union activity. The Executive Director dismissed the first charge on June 13, 2013, and the second on April 21, 2014. The Charging Party filed a single appeal of both dismissals on April 30, 2014. The Board declined to address Charging Party's appeal of the first dismissal because it was not timely filed, and affirmed the Executive Director's dismissal of the second charge on the grounds that (1) it was not timely filed with respect to the Union's grievance on behalf of the more senior employee; and (2) the allegation that the Union breached its duty of fair representation by failing to file a grievance on Charging Party's behalf, regarding the alleged mistreatment by coworkers, was unsupported by any showing that she had ever requested that the Union file such a grievance.

**6/20/14**
**ILRB SP**
**Executive Director Dismissal – Duty of Fair Representation**
In Larreese Bennett and AFSCME Council 31, 31 PERI ¶12 (IL LRB-SP 2014) (Case No. S-CB-14-010), the Union grieved Charging Party's discharge, and then, prior to arbitration, negotiated with the Employer a settlement agreement, which Charging Party signed, whereby the Charging Party was allowed to resign voluntarily in lieu of discharge, in exchange for the withdrawal of the grievance. Charging Party subsequently filed this charge, alleging that the Union breached its duty of fair representation by withdrawing his discharge grievance. The Board affirmed the Executive Director's dismissal of the charge, agreeing with the Executive Director that Charging Party failed to offer any evidence that the Union took any action with respect to Charging Party based on personal animus or any retaliatory motive.

**7/21/14**
**ILRB LP**
**Executive Director Dismissal – Duty of Fair Representation**
In Deborah Ticey and AFSCME Council 31, 31 PERI ¶37 (IL LRB-LP 2014) (Case No. L-CB-14-025), Charging Party's Union filed a class grievance against the Employer, alleging a violation of the CBA with respect to crediting of earned vacation for employees in certain job classifications, including Charging Party's, recently added to the bargaining unit. The Union and the Employer eventually entered into a written settlement resolving the grievance. Charging Party subsequently filed a charge against the Union, alleging that the Union breached its duty of fair representation by entering into the settlement agreement, which she claimed resulted in her losing vacation days to which she was entitled, and by doing so without consulting her. The Executive Director dismissed the charge, finding no evidence that the Union intentionally took any action designed to retaliate against the Charging Party because of either her status or her past activity, and noting that, to the contrary, the Union treated her in the same fashion as all other similarly situated employees with respect to the settlement. The Board upheld the dismissal on the grounds articulated by the Executive Director.

## IV. Fair Share

**1/31/14**
**ILRB LP**
**Sanctions; Remedy For Failing to Provide Fair Share Information**
In Shawn Hallinan and Fraternal Order of Police, Lodge 7, 30 PERI ¶196 (IL LRB-LP 2014) (Case No. L-CB-13-002), a complaint was issued on Charging Party's allegations that the Union violated Section 10(b)(1) of the Act by failing to provide him with information as to how fair share fees were calculated, and as to how he could object to the fair share calculation. In its answer to the complaint, the Union denied both factual allegations, as well as the allegation that it had violated the Act. However, at hearing, the Union admitted all allegations in the complaint, and the parties stipulated that the appropriate remedy was for the Union to refund fair share fees paid by the Charging Party. Also at hearing, the Charging Party moved for sanctions based on the Union's answer denying the allegations in the complaint, and the parties agreed to brief the sanctions issue for decision. The ALJ found sanctions appropriate with respect to the Union's denials of the allegations of fact because, at the time the Union filed its answer, it knew the denials were false, and it made the denials without reasonable cause. However, citing established Board precedent, the ALJ denied the Charging Party's motion for sanctions based on the Union's denial of the legal conclusion that the Union had violated the Act. The Board adopted the ALJ's recommended decision, and, by a 2-1 vote, took the further remedial step of ordering the Union to reimburse all fair share payers in the bargaining unit. In a partial dissent, Member Lewis wrote that he would have limited the remedy to reimbursement of the Charging Party, since that was all that Charging Party had requested, and because there was no discussion in the record of the appropriateness of imposing the broader remedy.

**5/6/14**

**4th DISTRICT OPINION**

**Fair Share Fees; Right of Non-Association Based on Religious Beliefs**

In a decision on a consolidated appeal in Trygg v. Ill. Labor Relations Bd., 2014 IL App (4th) 130505, 30 PERI ¶279, the Fourth District Appellate Court reversed and remanded the Board's decisions in Bryan K. Trygg and Teamsters Local 916, 29 PERI ¶184 (IL LRB-SP 2013) (Case No. S-CB-10-024) and Bryan K. Trygg and State of Illinois, Department of Central Management Services, 29 PERI ¶185 (IL LRB-SP 2013) (Case No. S-CA-10-092). These cases involved separate charges filed by Charging Party against the Employer and the Union, each alleging the respondent's failure to safeguard his right of non-association based upon religious beliefs as provided in Section 6(g) of the Act. Section 6(g) allows an employee to pay to a nonreligious charity instead of his union an amount equal to his fair share fee assessment, where said election is based upon "bona fide religious tenets or teachings of a church or religious body" of which the employee is a member. In both cases, Charging Party argued that the respondents violated the Act by failing to provide him with notice of his right of non-association, and by failing to respond to his invocation of this right. The charge against the Employer also complained of its processing of a fair share fee deduction from his pay and payment of the fee to the Union, and the charge against the Union complained of its acceptance of the fair share fee payment. The Board upheld the Acting Executive Director's dismissal of both charges on the ground that there is nothing in the Act which requires an employer or a labor organization to provide notice of Section 6(g) rights to employees. In dismissing the charge against the Union, the Board also affirmed the Acting Executive Director's determination that Charging Party's asserted religious beliefs were no more than personal predisposition, and therefore insufficient under Section 6(g). In reversing the Board, the Court agreed with Charging Party's argument that the collective bargaining agreement between the Employer and the Union violated Section 6(g) because it contained neither any reference to the right of non-association nor any procedures consistent with the requirements of Section 6(g). The Court remanded the matter to the Board for issuance of a complaint for hearing to determine whether this violation of Section 6(g) constituted, or resulted in, unfair labor practices under Section 10 of the Act. The Court also held that Charging Party's fair share fees should have been held in escrow pending resolution of his claim for non-association under Section 6(g), a point conceded by the Employer and the Union on appeal.

**6/30/14**

**U.S. SUPREME COURT OPINION**

**Fair Share**

In Harris v. Quinn, 134 S.Ct. 2618, U.S. (2014), a 5-4 majority of the U.S. Supreme Court ruled that individuals employed as home healthcare personal assistants, working under the direction and control of home-bound individuals who hire them under a Medicaid-funded State of Illinois program, cannot be required to pay fair share fees to the union representing them. The Court held that such compelled payments, authorized under Section 6(e) of the Act, violate the personal assistants' First Amendment rights. In so holding, the Court reversed the Seventh Circuit, which had found the State of Illinois to be a joint employer of the personal assistants, and concluded that the Court's 1977 opinion in Abood v. Detroit Board of Education, 431 U.S. 209, was therefore controlling. In Abood, the Court had decided that, in the interest of preventing public employees from enjoying a "free ride" with respect to union representation, and in recognition of unions' legal obligation to fairly represent non-members and members alike, an agreement between a public employer and a union requiring non-member employees to pay properly chargeable fair share fees does not offend the First Amendment. In Harris, the Court found Abood inapplicable, based on its determination that the personal assistants are not "full-fledged" public employees, because they are "almost entirely answerable to the customers and not to the State." In declining to apply Abood, the majority also pointed to what it characterized as Abood's "questionable foundations," and, in particular, what it saw as the failure of Abood to appreciate the extent to which such core employment matters as wages, pensions and benefits are, in the public sector, "important political issues." The Harris majority concluded that requiring personal assistants to pay fair share fees amounted

to compelled subsidization of speech in violation of the First Amendment. The four dissenting justices saw no reason that Abood should not control the outcome in Harris, given the State's role as a joint employer of the personal assistants. While endorsing the majority's election to refrain from overruling Abood outright, the dissenting opinion criticized the majority for taking what the dissenters deemed to be gratuitous "potshots" at Abood.

## V. Procedural Issues

**10/18/13**
**ILLINOIS SUPREME COURT OPINION**
**Jurisdiction**

In Board of Education of Peoria School District 150 v. Peoria Federation of Support Staff, Security/Policemen's Benevolent and Protective Association Unit 114, 2013 IL 114853, 30 PERI ¶31, the Peoria School District filed a complaint for declaratory judgment 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 afford them the same right to interest arbitration, as other peace officers covered under the IPLRA. Significantly, the legislation was limited in applicability to only those school districts that employed their own peace officers as of the effective date of the law. 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 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 Illinois Educational Labor Relations Board. The circuit court dismissed the complaint, and the Peoria School District appealed. The Fourth District reversed and remanded for further consideration, 2012 IL App (4th) 110875, 29 PERI ¶19, 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. The Supreme Court affirmed the Fourth District's reversal of the circuit court's ruling, but went further and held the law to be unconstitutional special legislation, finding no basis for restricting the applicability of the law to school districts employing their own peace officers on the effective date of the legislation, instead of making the law more generally applicable to include school districts that may in the future employ their own peace officers. In a concurring opinion, Chief Justice Kilbride took care to emphasize that the circuit court's exercise of jurisdiction was proper only under the unique circumstances presented in this case, and that the ILRB and IELRB otherwise have exclusive jurisdiction to hear disputes that fall within their respective statutory schemes.

**10/23/13**
**ILRB SP**
**Executive Director Dismissal – Retaliation; Failure to Reinstate Charge Following Deferral**

In Metropolitan Alliance of Police, Orland Park Police Chapter No. 159 and Village of Orland Park, 30 PERI ¶114 (IL LRB-SP 2013) (Case No. S-CA-10-167), appeal pending, No. 1-13-3635 (Ill. App. Ct., 1st Dist.), the Union filed a charge alleging that the Employer issued a series of disciplinary actions against a bargaining unit employee, Joseph McGreal, in retaliation for his Union activity. On July 22, 2010, the Executive Director deferred the charge to the parties' grievance/arbitration process. The Executive Director's deferral order stated that the charge was subject to dismissal if, within 15 days of the

completion of the arbitration hearing, neither party submitted a request to the Board to proceed with the charge. On November 14, 2012, an arbitrator issued an award denying the Union's grievances. No request to proceed with the charge was ever filed with the Board, and the Executive Director accordingly dismissed the charge on July 18, 2013. Neither the Union nor the Employer appealed the dismissal; however, McGreal did file a timely appeal. The Board upheld the Executive Director's dismissal based on the absence of any request to proceed with the charge following the completion of the arbitration process.

**11/8/13**
**3d DISTRICT OPINION**
**Interest Arbitration; Security Employees**

In Metropolitan Alliance of Police, River Valley Detention Center, Chapter 228 v. Ill. Labor Relations Bd., 2013 IL App (3d) 120308, 30 PERI ¶119, the Third District Appellate Court affirmed the Board's adoption of the ALJ's recommended dismissal of the Union's charge in Metropolitan Alliance of Police, Chapter #228 and Chief Judge of the 12th Judicial Circuit (River Valley Juvenile Detention Center), 28 PERI ¶137 (IL LRB-SP 2012) (Case No. S-CA-11-055). The Union's charge alleged that the Employer violated Section 10(a)(4) by refusing to cooperate in the selection of an interest arbitrator pursuant to Section 14 of the Act. The Court agreed with the ALJ's reasoning in concluding that the charge was properly dismissed on the ground that the subject bargaining unit employees, all of whom work at the River Valley Juvenile Detention Center, are not entitled to interest arbitration because they are not "security employees" within the meaning of Section 3(p) of the Act, since the RVJDC is not a "correctional facility" within the meaning of that same section.

**11/15/13**
**ILRB LP**
**Executive Director Dismissal - Timeliness**

In Fraternal Order of Police, Lodge 7 and City of Chicago, 30 PERI ¶126 (IL LRB-LP 2013) (Case No. L-CA-13-052), appeal pending, No. 1-13-3683 (Ill. App. Ct., 1st Dist.), the Union and the Employer were parties to a collective bargaining agreement that expired on June 30, 2012. Under the terms of the CBA, if either party failed to give notice of termination of the CBA to the other party between February 1 and March 1, 2012, the CBA would continue in effect from year to year. On March 20, 2012, the Union sent the Employer a notice seeking to terminate the CBA. On March 27, 2012, the Employer responded with a letter declaring, among other things, that the notice was not a proper notice to terminate the CBA, but that the Employer would nevertheless be willing to commence negotiations with the union for a new CBA without waiving any of its prerogatives arising from the Union's failure to give proper and timely notice of termination of the CBA, and without waiving its position that the current CBA would continue in full force and effect until June 30, 2013. In addition, in an October 3, 2012 response to Union proposals during the course of subsequent negotiations, the City reasserted its position that the Union had not given proper notice of termination of the CBA, and also stated that any changes in the new CBA would not predate July 1, 2013. On August 22, 2013, the Union filed a charge alleging that the Employer violated Section 10(a)(4) by refusing to bargain in good faith over the terms of a CBA to be effective July 1, 2012. The Board affirmed the Executive Director's dismissal of the charge on timeliness grounds, concluding that the Union should reasonably have known the facts giving rise to its charge at the time it received the Employer's initial, March 27, 2012 letter stating its position that the Union's termination notice was not proper and timely, because the letter unambiguously conveyed the City's position that it had no obligation to bargain over a July 1, 2012 – June 30, 2013 contract year. The Board also determined that the Employer's subsequent conduct in engaging in negotiations did not toll the time period for filing the charge, because the Employer never wavered from its initial position that it had no duty to bargain over a July 1, 2012 – June 30, 2013 contract year.

**1/31/14**
**ILRB LP**
**Sanctions; Remedy For Failing to Provide Fair Share Information**
In Shawn Hallinan and Fraternal Order of Police, Lodge 7, 30 PERI ¶196 (IL LRB-LP 2014) (Case No. L-CB-13-002), a complaint was issued on Charging Party's allegations that the Union violated Section 10(b)(1) of the Act by failing to provide him with information as to how fair share fees were calculated, and as to how he could object to the fair share calculation. In its answer to the complaint, the Union denied both factual allegations, as well as the allegation that it had violated the Act. However, at hearing, the Union admitted all allegations in the complaint, and the parties stipulated that the appropriate remedy was for the Union to refund fair share fees paid by the Charging Party. Also at hearing, the Charging Party moved for sanctions based on the Union's answer denying the allegations in the complaint, and the parties agreed to brief the sanctions issue for decision. The ALJ found sanctions appropriate with respect to the Union's denials of the allegations of fact because, at the time the Union filed its answer, it knew the denials were false, and it made the denials without reasonable cause. However, citing established Board precedent, the ALJ denied the Charging Party's motion for sanctions based on the Union's denial of the legal conclusion that the Union had violated the Act. The Board adopted the ALJ's recommended decision, and, by a 2-1 vote, took the further remedial step of ordering the Union to reimburse all fair share payers in the bargaining unit. In a partial dissent, Member Lewis wrote that he would have limited the remedy to reimbursement of the Charging Party, since that was all that Charging Party had requested, and because there was no discussion in the record of the appropriateness of imposing the broader remedy.

**3/26/14**
**ILRB LP**
**Executive Director Dismissal – Failure to Submit Information in Timely Manner**
In Salvatore T. Ziccarelli and Teamsters Local 700, 30 PERI ¶253 (IL LRB-LP 2014) (Case No. L-CB-13-020), appeal pending, No. 1-14-1223 (Ill. App. Ct., 1st Dist.), Charging Party alleged that the Union breached its duty of fair representation by conspiring with the Employer to deny him the opportunity to testify at a grievance hearing. The Executive Director had initially dismissed the charge as untimely, but that dismissal was reversed by the Board and remanded for further investigation. During the subsequent re-investigation, the Charging Party's attorney failed to respond to the Board agent's request for information to support an allegation of intentional misconduct by the Union, and the Executive Director therefore again dismissed the charge. In his appeal, Charging Party's attorney claimed he was unable to respond to the Board agent's request because of his involvement in other pending litigation, and requested additional time to provide the requested information. The Board rejected the appeal and affirmed the dismissal, finding that it was incumbent upon the Charging Party's attorney to seek an extension of time to respond prior to the due date set by the Board agent, and that enforcement of the Board rule requiring a charging party to submit all relevant evidence in support of a charge would not in this case be "unreasonable or unnecessarily burdensome" such as to justify the grant of a variance.

**4/8/14**
**ILRB SP**
**Unit Clarification; Exclusion Based on Change in Law**
In Illinois Office of the Comptroller and Int'l Union of Operating Engineers Local 965, 30 PERI ¶282 (IL LRB-SP 2014) (Case No. S-UC-13-044), appeal pending, No. 4-14-0352 (Ill. App. Ct., 4th Dist.), the Employer filed a UC petition to remove from existing bargaining units represented by the Union employees holding the title of Public Service Administrator. The petition was filed following the enactment of Public Act 97-1172 effective April 5, 2013, which amended the Act to, among other things, exclude from the definition of "public employee" certain categories of employees of State agencies – including, specifically, the subject PSAs employed by the Comptroller's Office. The Board affirmed the ALJ's recommended order excluding the Comptroller's PSAs, agreeing with the ALJ that the UC was appropriately filed under the Board's rules based on the "significant change in law" affecting the employees' bargaining rights occasioned by the amendment to the Act, and rejecting the Union's

argument that the exclusion improperly impinged on the employees' rights to continued coverage under the existing collective bargaining agreements between the Union and the Employer. In particular, the Board noted its well-established authority to remove positions from collective bargaining units pursuant to the Board's rules, and the absence of any statutory or case law to support the Union's argument that the Board's authority to remove these employees, because they are no longer "public employees" under the Act, was in any way undermined by the fact of their coverage under existing collective bargaining agreements. The Board's decision also specified that the effective date of the employees' removal would be the date of the Executive Director's certification of exclusion pursuant to the Board's decision.

**5/13/14**
**4th DISTRICT ORDER**
**New Petition For Excluded Positions; Denial of Hearing**

In a non-precedential decision in International Association of Machinists and Aerospace Workers, District 8 v. Ill. Labor Relations Bd., 2014 IL App (4th) 130126-U, 30 PERI ¶293, the Fourth District Appellate Court affirmed the Board's dismissal of the Union's majority interest petition in International Association of Machinists and Aerospace Workers, District 8 and State of Illinois, CMS (Department of Human Services), 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 regarding 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. The Court rejected the Union's argument on appeal that it was unfairly denied a hearing, citing the Union's failure to respond to the ALJ's request for information that would warrant holding a hearing, and concluding that the Board's decision to proceed without a hearing was not clearly erroneous. The Court similarly found that, by failing to respond to the ALJ's request for information, the Union forfeited any right to challenge on appeal the Board's substantive determination, based on its prior decisions, that the petitioned-for positions were excluded from collective bargaining under the Act.

**6/18/14**
**ILRB SP**
**Executive Director Dismissal – Duty of Fair Representation; Untimely Exceptions**

In Mary Levy and Service Employees Int'l Union, Local 73, 31 PERI ¶11 (IL LRB-SP 2014) (Case No. S-CB-13-041 and S-CB-14-017), Charging Party filed two charges against the Union alleging that the Union was engaged in a campaign to force her from her position so it could choose her replacement. The second charge also complained of the Union's failure to pursue a grievance on her behalf with respect to alleged hostile treatment from her co-workers. The genesis of both charges was the Union's pursuit of a grievance with the Employer alleging that the Employer violated the collective bargaining agreement when it hired Charging Party, rather than promoting a more senior bargaining unit employee. The Union's grievance was denied in arbitration. The Union also filed an unfair labor practice charge against the Employer alleging that the more senior employee was bypassed for the promotion in retaliation for her union activity. The Executive Director dismissed the first charge on June 13, 2013, and the second on April 21, 2014. The Charging Party filed a single appeal of both dismissals on April 30, 2014. The Board declined to address Charging Party's appeal of the first dismissal because it was not timely filed, and affirmed the Executive Director's dismissal of the second charge on the grounds that (1) it was not timely filed with respect to the Union's grievance on behalf of the more senior employee; and (2) the allegation that the Union breached its duty of fair representation by failing to file a grievance on Charging Party's behalf, regarding the alleged mistreatment by coworkers, was unsupported by any showing that she had ever requested that the Union file such a grievance.

**6/23/14**
**ILRB SP**
**Executive Director Dismissal – Timeliness**
In John Blomenkamp and Policemen's Benevolent and Protective Association, 31 PERI ¶13 (IL LRB-SP 2014) (Case No. S-CB-14-012) and Steven Burrows and Policemen's Benevolent and Protective Association, 31 PERI ¶14 (IL LRB-SP 2014) (Case No. S-CB-14-014), the Charging Parties filed separate but identical charges, each alleging that the Union breached its duty of fair representation by advising Charging Parties not to attend a pre-termination due process hearing held by the Employer, and by refusing to provide or pay for Charging Parties' legal representation at the subsequent arbitration hearing on their termination grievances. The Board affirmed the Executive Director's dismissal of both charges on timeliness grounds. With respect to the first claim, the Board agreed with the Executive Director that the six-month time limit for filing began to run when the Charging Parties received the Union attorney's advice not to attend the pre-termination hearing, and rejected Charging Parties' argument that they did not reasonably have knowledge of their claim until they received the arbitration award denying their grievances. The Board ruled that it was the conduct complained of – the attorney's advice - that gave rise to the claim, and not the later realization of the consequences of the conduct when the arbitrator's award was received. The Board also noted that, in any event, the Charging Parties' decision to waive their pre-termination hearings was a non-factor in the arbitrator's decision. Regarding the second claim, the Board found that, more than six months before the charges were filed, the Charging Parties had been put on express, written notice by the Union's attorney that, if they insisted on being represented by their own personal attorneys at the arbitration hearing – as they ultimately did – the Union would not represent them in the arbitration proceeding. The Board therefore found this claim to be time-barred, as well.

**7/21/14**
**ILRB LP**
**Executive Director Dismissal – Retaliation; Waiver by Settlement Agreement**
In Deborah Ticey and City of Chicago, 31 PERI ¶36 (IL LRB-LP 2014) (Case No. L-CA-14-054), Charging Party's Union filed a class grievance against the Employer, alleging a violation of the CBA with respect to crediting of earned vacation for employees in certain job classifications, including Charging Party's, that had been recently added to the bargaining unit. The Union and the Employer eventually entered into a written settlement resolving the grievance. Charging Party subsequently filed a charge against the Employer, alleging that the settlement agreement improperly resulted in her losing vacation days to which she was entitled. The Executive Director dismissed the charge on the ground that there was no evidence that the Employer reduced Charging Party's allotted vacation earnings in retaliation for her engaging in any protected activity. The Board affirmed the Executive Director's dismissal, and went on to articulate an additional basis for dismissing the charge: the Union's clear and unmistakable waiver, as expressed in what the Board characterized as the "narrowly-crafted" language of the settlement agreement, of Charging Party's right to file a charge arising out of the same issue which was the subject of the settlement. In particular, the Board pointed to the language in the settlement agreement specifying the Union's waiver of "individual claims and charges" against the City "before any administrative agency" relative to the vacation days issue. The Board also noted that the Executive Director had found, in a companion case (L-CB-14-025), that there was no evidence that the Union had breached its duty of fair representation in entering into the settlement agreement.

**7/28/14**
**ILRB SP**
**Managerial as a Matter of Law; Appropriateness of UC Petition; Contract Bar**
In County of Will and Will County State's Attorney and AFSCME Council 31, 31 PERI ¶39 (IL LRB-SP 2014) (Case No. S-UC-14-013), the Employer filed a unit clarification petition in November 2013 seeking to exclude from collective bargaining its Assistant State's Attorneys, who had been represented by the Union since 1993. The basis for the Employer's petition was the Illinois Supreme Court's 1995 decision

in Office of the Cook County State's Attorney, 166 Ill. 2d 296, finding Cook County's State's Attorneys to be managerial "as a matter of law." The ALJ found that the Court's 1995 decision represented a "significant change in law" affecting the bargaining rights of the Employer's State's Attorneys, that the petition was therefore procedurally appropriate within the meaning of Section 1210.170(a)(3) of the Board's rules, and that, because there was no basis for distinguishing the 1995 decision from the facts presented by the Employer's petition, the petition to exclude the Employer's Assistant State's Attorneys should be granted. The ALJ also rejected the Union's argument that the "contract bar" doctrine applied to bar the Employer's petition. The Board affirmed the ALJ's recommended order, and directed the issuance of a certification excluding the Employer's State's Attorneys from collective bargaining.

**7/28/14**

**ILRB SP *(Non-precedential split vote)***

**Executive Director Dismissal - Unilateral Change**

In AFSCME Council 31 and State of Illinois, Treasurer, 31 PERI ¶38 (IL LRB-SP 2014) (Case No. S-CA-14-064), , appeal pending, No. 1-14-2570 (Ill. App. Ct., 1st Dist.), the Union alleged that the Employer violated Section 10(a)(4) when it unilaterally implemented changes to its health care plan, and ceased granting salary step increases, without affording the Union advance notice and an opportunity to bargain. The Executive Director dismissed the charge, finding no issue for hearing on either claim. On the first claim, the Executive Director ruled that the health care changes implemented by the Employer were consistent with the terms of the collective bargaining agreement, and therefore did not represent a change in the status quo. On the second, the Executive Director determined that the claim was untimely because the discontinuation of step increases was implemented more than six months before the filing of the charge, and because, even though the Employer did not give the Union notice that it was discontinuing step increases, multiple employees were affected by the change more than six months prior to the filing of the charge, and the Union therefore reasonably should have been aware of the change at that time. On appeal to the Board, Chairman Hartnett and member Coli voted to affirm the dismissal, while members Besson and Brennwald voted to remand the case. Because of the tie vote, the Executive Director's dismissal stands as a non-precedential, final action of the Board.

**9/30/14**

**1st DISTRICT OPINION**

**Multi-year Collective Bargaining Agreements Under Section 21 of the Act**

In State of Illinois (Department of Central Management Services) v. AFSCME Council 31, 2014 IL App (1st) 130262, the First District Appellate Court affirmed a grievance arbitration award requiring the State of Illinois to pay to bargaining unit employees certain wage increases which the State had agreed to pay during collective bargaining with AFSCME. The State had petitioned to vacate the award on the ground that the award violated public policy because, subsequent to the agreements, the General Assembly failed to appropriate sufficient funds to pay the increases. According to the State, the award directing payment of the agreed-upon increases therefore conflicted with Section 21 of the Act, which provides as follows: "Subject to the appropriation power of the employer, employers and exclusive representatives may negotiate multi-year collective bargaining agreements pursuant to the provisions of this Act." This language, the State argued, served to articulate a public policy conditioning payment of the negotiated future increases on appropriation by the General Assembly. The Court, however, saw no conflict between the award and Section 21, since the General Assembly does not fall within the definition of "employer" found in Section 3(o) of the Act, and there is therefore nothing in Section 21 which arguably conditioned payment of the negotiated increases on future appropriation by the General Assembly. The Court also found that the award posed no conflict with the Illinois Constitution by requiring future payments which had not yet been funded by General Assembly appropriation, because accepting the State's argument would preclude the State from negotiating any agreements requiring future payment - including multi-year CBAs, contrary to the express language of Section 21 of the Act - and would also allow the General Assembly to impair the State's contract obligations with every appropriations bill. The Court concluded

that the arbitrator's award directing payment of the agreed-upon increases therefore "comports with the overriding public policy of permitting the State to negotiate enforceable multiyear collective bargaining agreements with unions of state employees, and the award furthers the express constitutional policy forbidding the General Assembly from passing any acts, including insufficient appropriation bills, that impair the obligation of contracts." The Court also held that, if the State seeks to make a contract contingent on appropriation, it must make that contingency explicit in the contract.

## VI. Strike Investigation

**11/19/13**
**ILRB SP**
**Strike Investigation**
In County of Will and AFSCME Council 31, 30 PERI ¶143 (IL LRB-SP 2013) (Case No. S-SI-14-001), the Employer filed a petition for strike investigation, alleging that a strike called by the Union posed a clear and present danger to the health and safety of the public with respect to certain bargaining unit positions covered by the strike which the Employer claimed provided essential services. Following an expedited evidentiary hearing before the Board and an ALJ, the Board found that, in order to avert a clear and present danger to the public health and safety, the Employer could require the services of the following unit employees during the strike: one Deputy Coroner per 24-hour shift; three Telecommunicators per shift; the Electrician at the Adult Detention Facility, and, in the event of an emergency only, also the Locksmith at the ADF; two Sanitarians responsible for food inspections to prevent the spread of food-borne illnesses; and two Communicable Disease Investigators. The Board rejected the Employer's arguments that a clear and present danger would be posed by allowing its Administrative Correctional Clerks, Vital Records Technician, HVAC Technician, and Plumbers to strike.

## VII. Gubernatorial Designation Cases:

**Petitioner State of Illinois, Department of Central Management Services and Labor Organization-Objector AFSCME Council 31**
**ILRB-SP**

### A. Authority to Designate Under Section 6.1

**10/15/13**
S-DE-14-047, -083, -086 (Illinois Commerce Commission, Workers' Compensation Commission, Pollution Control Board); 30 PERI ¶83, appeal pending, Nos. 4-14-1022, 4-14-1023 & 4-14-1024 (Ill. App. Ct., 4th Dist.)

**11/15/13**
S-DE-14-092, -093, -094 (Pollution Control Board and various agencies); 30 PERI ¶124, appeal pending, No. 1-13-3866 (Ill. App. Ct., 1st Dist.)

**1/13/14**
S-DE-14-128 (Workers' Compensation Commission); 30 PERI ¶171, appeal pending, No. 1-14-0388 (Ill. App. Ct., 1st Dist.)

**3/10/14**
S-DE-14-152 (Illinois Commerce Commission) 30 PERI ¶292, appeal pending, No. 1-14-0941 (Ill. App. Ct., 1st Dist.)

**4/4/14**
S-DE-14-209 (Illinois Commerce Commission); 30 PERI ¶261, appeal pending, No. 1-14-1232 (Ill. App. Ct., 1st Dist.)

**5/19/14**
S-DE-14-233 (Pollution Control Board); 30 PERI ¶309, appeal pending, No. 1-14-1550 (Ill. App. Ct., 1st Dist.)

### B. SPSA Exclusion - Section 6.1(b)(2)

**10/7/13**
S-DE-14-005, -008, -009, -010, -017, -021, -026, -028, -030, -031, -032, -034, -039, -040, -041, -042, -043, -044, -045 (various agencies) (additional objectors Bell, Krebs, Gibbs, Johnson, Haugh-Stover); 30 PERI ¶80, appeal pending, No. 1-13-3454 (Ill. App. Ct., 1st Dist.)

**10/8/13**
S-DE-14-029 (Children and Family Services); 30 PERI ¶123

**11/20/13**
S-DE-14-101, -102, -103, -104, -105, -106, -110 (various agencies) (additional objectors Hattemer, McIntyre, Webb and Woloshyn); 30 PERI ¶128, appeal pending, No. 1-13-3910 (Ill. App. Ct., 1st Dist.)

**11/27/13**
S-DE-14-109, -112 (Healthcare and Family Services and Illinois Environmental Protection Agency); 30 PERI ¶148, appeal pending, No. 1-13-3908 (Ill. App. Ct., 1st Dist.)

**3/25/14**
S-DE-14-200 (Commerce and Economic Opportunity) (additional objector Logan); 30 PERI ¶251, appeal pending, No. 1-14-104 (Ill. App. Ct., 1st Dist.)

**5/20/14**
S-DE-14-239 (Public Health) (additional objectors Dizikes, Nawrocki and Weidenburner); 30 PERI ¶314, appeal pending, No. 1-14-1554 (Ill. App. Ct., 1st Dist.)

### C. Agency Chief Fiscal Officer Exclusion - Section 6.1(b)(2)

**3/25/14**
S-DE-14-196 (Property Tax Appeal Board); 30 PERI ¶248, appeal pending, No. 1-14-1107 (Ill. App. Ct., 1st Dist.)

**5/19/14**
S-DE-14-233 (Pollution Control Board); 30 PERI ¶309, appeal pending, No. 1-14-1550 (Ill. App. Ct., 1st Dist.)

### D. Rutan-Exempt/Personnel Code-Exempt Exclusion - Section 6.1(b)(3)

**10/15/13**
S-DE-14-046 (various agencies) (additional objector Martin); 30 PERI ¶82

**11/15/13**
S-DE-14-095, -098, -099 (various agencies) (additional objectors Brody, Caro, Hadad, Penesis, Perna, Sutherland); 30 PERI ¶125, appeal pending, No. 1-13-3909 (Ill. App. Ct., 1st Dist.)

**11/15/13**
S-DE-14-092, -093, -094 (Pollution Control Board and various agencies); 30 PERI ¶124, appeal pending, No. 1-13-3866 (Ill. App. Ct., 1st Dist.)

**12/30/13**
S-DE-14-114 (Capital Development Board); 30 PERI ¶232, appeal pending, No. 1-14-0277 (Ill. App. Ct., 1st Dist.)

**3/10/14**
S-DE-14-152 (Illinois Commerce Commission) 30 PERI ¶292, appeal pending, No. 1-14-0941 (Ill. App. Ct., 1st Dist.)

**4/4/14**
S-DE-14-209 (Illinois Commerce Commission); 30 PERI ¶261, appeal pending, No. 1-14-1232 (Ill. App. Ct., 1st Dist.)

### E. Significant and Independent Discretionary Authority - Section 6.1(b)(5)

**10/21/13**
S-DE-14-050 (Agriculture); 30 PERI ¶84, appeal pending, No. 1-13-3598 (Ill. App. Ct., 1st Dist.)

**10/21/13**
S-DE-14-051 (Central Management Services) (additional objector Scronce); 30 PERI ¶85, appeal pending, No. 1-13-3604 (Ill. App. Ct., 1st Dist.)

**10/21/13**
S-DE-14-053 (Commerce and Economic Opportunity); 30 PERI ¶86

**10/21/13**
S-DE-14-055 (Corrections) (additional objectors Miller, Lindorff and Fuqua); 30 PERI ¶102, appeal pending, No. 4-13-1025 (Ill. App. Ct., 4th Dist.)

**10/21/13**
S-DE-14-057 (Human Services) (additional objectors Dawson and Evans); 30 PERI ¶103, appeal pending, No. 1-13-3602 (Ill. App. Ct., 1st Dist.)

**10/21/13**
S-DE-14-058 (Human Services); 30 PERI ¶104, appeal pending, No. 1-13-3550 (Ill. App. Ct., 1st Dist.)

**10/21/13**
S-DE-14-061 (Emergency Management Agency) (additional objector Dragoo); 30 PERI ¶105

**10/21/13**
S-DE-14-063 (Emergency Management Agency); 30 PERI ¶106, appeal pending, No. 1-13-3599 (Ill. App. Ct., 1st Dist.)

**10/21/13**
S-DE-14-065 (Employment Security) (additional objectors Kiolbasa and Crossland); 30 PERI ¶107, appeal pending, No. 1-13-3603 (Ill. App. Ct., 1st Dist.)

**10/21/13**
S-DE-14-066 (Employment Security); 30 PERI ¶108

**10/21/13**
S-DE-14-074 (Illinois State Police); 30 PERI ¶109, appeal pending, No. 1-13-3600 (Ill. App. Ct., 1st Dist.)

**10/21/13**
S-DE-14-081 (Revenue); 30 PERI ¶110, appeal pending, No. 1-13-3601 (Ill. App. Ct., 1st Dist.)

**10/21/13**
S-DE-14-082 (Veterans' Affairs) (additional objectors Ewing, McPherson and Stam); 30 PERI ¶111, appeal pending, No. 1-13-3618 (Ill. App. Ct., 1st Dist.)

**10/21/13**
S-DE-14-084 (Natural Resources); 30 PERI ¶112

**10/21/13**
S-DE-14-089 (Healthcare and Family Services); 30 PERI ¶113, appeal pending, No. 1-13-3605 (Ill. App. Ct., 1st Dist.)

**11/27/13**
S-DE-14-111 (Public Health); 30 PERI ¶149, appeal pending, No. 1-13-391 (Ill. App. Ct., 1st Dist.)

**1/7/14**
S-DE-14-115 (Capital Development Board) (additional objectors Burke, DeGroot, Hagle, Rolando, Trotter and Turner); 30 PERI ¶163, appeal pending, No. 1-14-0276 (Ill. App. Ct., 1st Dist.)

**1/7/14**
S-DE-14-116 (Capital Development Board); 30 PERI ¶164, appeal pending, No. 1-14-0348 (Ill. App. Ct., 1st Dist.)

**1/13/14**
S-DE-14-117 (Military Affairs); 30 PERI ¶165, appeal pending, No. 1-14-0385 (Ill. App. Ct., 1st Dist.)

**1/13/14**
S-DE-14-120 (Transportation); 30 PERI ¶166, appeal pending, No. 1-14-0384 (Ill. App. Ct., 1st Dist.)

**1/13/14**
S-DE-14-121 (Illinois Gaming Board); 30 PERI ¶167, appeal pending, No. 1-14-0278 (Ill. App. Ct., 1st Dist.)

**1/13/14**
S-DE-14-122, -123, -124 (Employment Security) (additional objectors Cloud, Wilson, Okleshen, Crivens, Brown, Coleman, Curry, Hawkins-Davis, Chung, Winfrey and Almousa); 30 PERI ¶168, appeal pending, No. 1-14-0386 (Ill. App. Ct., 1st Dist.)

**1/13/14**
S-DE-14-125 (Illinois Council on Developmental Disabilities) (additional objectors Harkness and Harrison); 30 PERI ¶169, appeal pending, No. 1-14-0383 (Ill. App. Ct., 1st Dist.)

**1/13/14**
S-DE-14-127 (Illinois Criminal Justice Information Authority); 30 PERI ¶170, appeal pending, No. 1-14-0387 (Ill. App. Ct., 1st Dist.)

**1/13/14**
S-DE-14-128 (Workers' Compensation Commission); 30 PERI ¶171, appeal pending, No. 1-14-0388 (Ill. App. Ct., 1st Dist.)

**1/14/14**
S-DE-14-126 (Aging) (additional objectors Rohrer and Creamer); 30 PERI ¶177

**1/16/14**
S-DE-14-129 (Guardianship and Advocacy Commission); 30 PERI ¶181, appeal pending, No. 1-14-0408 (Ill. App. Ct., 1st Dist.)

**1/22/14**
S-DE-14-131 (State Fire Marshal); 30 PERI ¶189, appeal pending, No. 1-14-0464 (Ill. App. Ct., 1st Dist.)

**1/22/14**
S-DE-14-132 (Agriculture) (additional objectors Hamilton and Dowson); 30 PERI ¶190, appeal pending, No. 1-14-0465 (Ill. App. Ct., 1st Dist.)

**1/22/14**
S-DE-14-134, -135, -136 (Emergency Management Agency); 30 PERI ¶191, appeal pending, No. 1-14-0466 (Ill. App. Ct., 1st Dist.)

**1/22/14**
S-DE-14-137 (Insurance) (additional objectors Petersen and Teer); 30 PERI ¶192, appeal pending, No. 1-14-0467 (Ill. App. Ct., 1st Dist.)

**1/22/14**
S-DE-14-138 (Insurance); 30 PERI ¶193, appeal pending, No. 1-14-0468 (Ill. App. Ct., 1st Dist.)

**1/22/14**
S-DE-14-140, -141, -142 (Natural Resources) (additional objectors Everett and Buskirk); 30 PERI ¶183, appeal pending, No. 1-14-0469 (Ill. App. Ct., 1st Dist.)

**3/10/14**
S-DE-14-144, -145 (Natural Resources) (additional objectors Everett and Buskirk); 30 PERI ¶221, appeal pending, No. 1-14-0942 (Ill. App. Ct., 1st Dist.)

**3/10/14**
S-DE-14-146 (Central Management Services) (additional objectors Jefferies and Green); 30 PERI ¶222, appeal pending, No. 1-14-0939 (Ill. App. Ct., 1st Dist.)

**3/10/14**
S-DE-14-150, -151 (Guardianship and Advocacy Commission) (additional objectors Burnet, Butler and Creighton); 30 PERI ¶223, appeal pending, No. 1-14-0940 (Ill. App. Ct., 1st Dist.)

**3/10/14**
S-DE-14-155, -156, -157 (Historic Preservation Agency) (additional objectors Funkenbusch, Cherrier, White, Fisher, Brackney and Thorpe); 30 PERI ¶224, appeal pending, No. 1-14-0944 (Ill. App. Ct., 1st Dist.)

**3/10/14**
S-DE-14-158 (Illinois Racing Board); PERI ¶, appeal pending, No. 1-14-0943 (Ill. App. Ct., 1st Dist.)

**3/10/14**
S-DE-14-159, -160 (Public Health); 30 PERI ¶225, appeal pending, No. 1-14-0947 (Ill. App. Ct., 1st Dist.)

**3/10/14**
S-DE-14-161 (Human Services); 30 PERI ¶226, appeal pending, No. 1-14-0946 (Ill. App. Ct., 1st Dist.)

**3/10/14**
S-DE-14-164, -165, -166 (Children and Family Services) (additional objectors Cimarossa, Mills, House, Oates, Thompson, Curtis, Gansz, Larson, Libbra, Marques, Milward and Meadows); 30 PERI ¶227, appeal pending, No. 1-14-0945 (Ill. App. Ct., 1st Dist.)

**3/14/14**
S-DE-14-162 (Financial and Professional Regulation) (additional objectors Campuzano and Illg); 30 PERI ¶235, appeal pending, No. 1-14-1024 (Ill. App. Ct., 1st Dist.)

**3/14/14**
S-DE-14-163 (Financial and Professional Regulation); 30 PERI ¶236, appeal pending, No. 1-14-1025 (Ill. App. Ct., 1st Dist.)

**3/17/14**
S-DE-14-168 (Children and Family Services) (additional objector Clark); 30 PERI ¶237, appeal pending, No. 1-14-1028 (Ill. App. Ct., 1st Dist.)

**3/17/14**
S-DE-14-169 (Children and Family Services) (additional objectors Anderson, Brisbon, Buhl, Byers, Cleveland, Davlantis, Eddings, Long, Moore and Smith); 30 PERI ¶238, appeal pending, No. 1-14-1032 (Ill. App. Ct., 1st Dist.)

**3/17/14**
S-DE-14-170, -171, -172, -173, -175 (Healthcare and Family Services) (additional objectors Bond, Canas, Wiggins, Barger and Rogers); 30 PERI ¶239, appeal pending, No. 1-14-1027 (Ill. App. Ct., 1st Dist.)

**3/17/14**
S-DE-14-176, -177 (Illinois State Police); 30 PERI ¶244, appeal pending, No. 1-14-1030 (Ill. App. Ct., 1st Dist.)

**3/17/14**
S-DE-14-178, -179, -180, -181, -182, -183, -184, -185 (Veterans' Affairs) (additional objectors Easley and Schultz); 30 PERI ¶245, appeal pending, No. 1-14-1085 (Ill. App. Ct., 1st Dist.)

**3/18/14**
S-DE-14-186, -187, -188, -189, -190, -191 (Corrections) (additional objectors Rhoden, Moos, Stahlman, Clinton, Dooley, Harris, Bandy, Greer, Barnosky, Flowers, Williams-Schafer, Wortley, Kerr, Isaacs, Hohnsbehn, Walls, Miget, Lercher, Griffin, Sudbrink, Lynn, Wood, Moeller, Anderson, Bader, Pogue, Kiel, Covis and Thompson); 30 PERI ¶246, appeal pending, No. 1-14-1026 (Ill. App. Ct., 1st Dist.)

**3/18/14**
S-DE-14-193, -194 (Juvenile Justice); 30 PERI ¶247, appeal pending, No. 1-14-1029 (Ill. App. Ct., 1st Dist.)

**3/25/14**
S-DE-14-197 (Law Enforcement Training Standards Board); 30 PERI ¶249, , appeal pending, No. 1-14-1106 (Ill. App. Ct., 1st Dist.)

**3/25/14**
S-DE-14-198, -199 (Aging); 30 PERI ¶250, appeal pending, No. 1-14-1105 (Ill. App. Ct., 1st Dist.)

**3/26/14**
S-DE-14-201 (Agriculture); 30 PERI ¶254, appeal pending, No. 1-14-1103 (Ill. App. Ct., 1st Dist.)

**4/4/14**
S-DE-14-202, -203, -204, -205, -206 (Revenue) (additional objectors Duesterhaus, Miller, Krol, Orr and Marshall); 30 PERI ¶256, appeal pending, No. 1-14-1233 (Ill. App. Ct., 1st Dist.)

**4/4/14**
S-DE-14-208 (Illinois State Police); 30 PERI ¶260, appeal pending, No. 1-14-1234 (Ill. App. Ct., 1st Dist.)

**4/7/14**
S-DE-14-211, -212, -225 (Human Services) (additional objectors Cripe, Fleigle, Head, McGuire, Pennell, Shuster and Woodcock); 30 PERI ¶262, appeal pending, No. 1-14-1275 (Ill. App. Ct., 1st Dist.)

**4/7/14**
S-DE-14-213 (Human Services); 30 PERI ¶263, appeal pending, No. 1-14-1276 (Ill. App. Ct., 1st Dist.)

**4/7/14**
S-DE-14-214 (Human Services); 30 PERI ¶264, appeal pending, No. 1-14-1277 (Ill. App. Ct., 1st Dist.)

**4/7/14**
S-DE-14-215 (Revenue) (additional objectors Skiba and Kreoger); 30 PERI ¶265, appeal pending, No. 1-14-1278 (Ill. App. Ct., 1st Dist.)

**4/7/14**
S-DE-14-216 (Corrections); 30 PERI ¶266, appeal pending, No. 1-14-1284 (Ill. App. Ct., 1st Dist.)

**4/7/14**
S-DE-14-217 (Corrections); 30 PERI ¶267, appeal pending, No. 1-14-1279 (Ill. App. Ct., 1st Dist.)

**4/7/14**
S-DE-14-218 (Corrections); 30 PERI ¶268, appeal pending, No. 1-14-1280 (Ill. App. Ct., 1st Dist.)

**4/7/14**
S-DE-14-220 (Human Services); 30 PERI ¶280, appeal pending, No. 1-14-1281 (Ill. App. Ct., 1st Dist.)

**4/7/14**
S-DE-14-221 (Human Services) (additional objectors Berggre, Coughlin, DeRoze, Garner, Gudac, Guest, Harper, Henry, Higgins, Korza, Nash, Scruggs, Walsh and Watson); 30 PERI ¶281, appeal pending, No. 1-14-1282 (Ill. App. Ct., 1st Dist.)

**4/11/14**
S-DE-14-222 (Human Services) (additional objectors Daniels, Dirks, Halcomb, Jordan, Laird, Murrill, Schultz and Totten); 30 PERI ¶283, appeal pending, No. 1-14-1283 (Ill. App. Ct., 1st Dist.)

**4/21/14**
S-DE-14-224 (Agriculture) (additional objectors Dowson and Hamilton); 30 PERI ¶284, appeal pending, No. 1-14-1425 (Ill. App. Ct., 1st Dist.)

**4/28/14**
S-DE-14-226 (Human Services); 30 PERI ¶285, appeal pending, No. 1-14-1424 (Ill. App. Ct., 1st Dist.)

**4/28/14**
S-DE-14-227 (Human Services); 30 PERI ¶286, appeal pending, No. 1-14-1423 (Ill. App. Ct., 1st Dist.)

**4/28/14**
S-DE-14-228 (Human Services); 30 PERI ¶290, appeal pending, No. 1-14-1422 (Ill. App. Ct., 1st Dist.)

**4/28/14**
S-DE-14-229 (Financial and Professional Regulation) (additional objector Campuzano); 30 PERI ¶287, appeal pending, No. 1-14-1419 (Ill. App. Ct., 1st Dist.)

**4/28/14**
S-DE-14-230 (Children and Family Services) (additional objectors Alexander and Arnette); 30 PERI ¶288, appeal pending, No. 1-14-1421 (Ill. App. Ct., 1st Dist.)

**4/28/14**
S-DE-14-231 (Children and Family Services); 30 PERI ¶289, appeal pending, No. 1-14-1420 (Ill. App. Ct., 1st Dist.)

**4/28/14**
S-DE-14-237, -238 (Illinois State Police); 30 PERI ¶291

**5/15/14**
S-DE-14-232 (Children and Family Services) (additional objectors Hauter, Karr, Loucks, McKeever, Petrick, Waller, Short, Moyer, Naish, Gates and Bennett-Neely); 30 PERI ¶308, appeal pending, No. 1-14-1549 (Ill. App. Ct., 1st Dist.)

**5/19/14**
S-DE-14-234 (Healthcare and Family Services); 30 PERI ¶310, appeal pending, No. 1-14-1551 (Ill. App. Ct., 1st Dist.)

**5/19/14**
S-DE-14-235 (Healthcare and Family Services); 30 PERI ¶311, appeal pending, No. 1-14-1552 (Ill. App. Ct., 1st Dist.)

**5/19/14**
S-DE-14-236 (Healthcare and Family Services); 30 PERI ¶312, appeal pending, No. 1-14-1553 (Ill. App. Ct., 1st Dist.)

**5/20/14**
S-DE-14-240 (Employment Security); 30 PERI ¶315, appeal pending, No. 1-14-1555 (Ill. App. Ct., 1st Dist.)

**5/20/14**
S-DE-14-241 (Employment Security); 30 PERI ¶316, appeal pending, No. 1-14-1556 (Ill. App. Ct., 1st Dist.)

**5/20/14**
S-DE-14-242 (Lottery); 30 PERI ¶317, appeal pending, No. 1-14-1557 (Ill. App. Ct., 1st Dist.)

**5/20/14**
S-DE-14-243 (Aging); 30 PERI ¶318, appeal pending, No. 1-14-1558 (Ill. App. Ct., 1st Dist.)

**5/22/14**
S-DE-14-244 (Healthcare and Family Services); 30 PERI ¶319, appeal pending, No. 1-14-1559 (Ill. App. Ct., 1st Dist.)

**5/22/14**
S-DE-14-245 (Criminal Justice Information Authority); 30 PERI ¶320, appeal pending, No. 1-14-1560 (Ill. App. Ct., 1st Dist.)

**5/22/14**
S-DE-14-246, -248 (Corrections); 30 PERI ¶321, appeal pending, No. 1-14-1556 (Ill. App. Ct., 1st Dist.)

**5/22/14**
S-DE-14-249 (Central Management Services); 30 PERI ¶322, appeal pending, No. 1-14-1562 (Ill. App. Ct., 1st Dist.)

**5/22/14**
S-DE-14-250 (Insurance); 30 PERI ¶323, appeal pending, No. 1-14-1563 (Ill. App. Ct., 1st Dist.)

**5/22/14**
S-DE-14-253 (Commerce and Economic Opportunity); 30 PERI ¶324, appeal pending, No. 1-14-1564 (Ill. App. Ct., 1st Dist.)

**5/22/14**
S-DE-14-256 (Employment Security); 30 PERI ¶325, appeal pending, No. 1-14-1565 (Ill. App. Ct., 1st Dist.)

### F. Withdrawal of Designation Petition

**3/14/14**
S-DE-14-162 (Financial and Professional Regulation) (additional objectors Campuzano and Illg); 30 PERI ¶235, appeal pending, No. 1-14-1024 (Ill. App. Ct., 1st Dist.)

### G. Untimely "Supplemental Objections"

**3/26/14**
S-DE-14-201 (Agriculture); 30 PERI ¶254, appeal pending, No. 1-14-1103 (Ill. App. Ct., 1st Dist.)

**4/11/14**
S-DE-14-222 (Human Services) (additional objectors Daniels, Dirks, Halcomb, Jordan, Laird, Murrill, Schultz and Totten); 30 PERI ¶283, appeal pending, No. 1-14-1283 (Ill. App. Ct., 1st Dist.)

# IPLRA Updates
# General Counsel's Declaratory Rulings
# October 2013 – September 2014

S-DR-14-001 Tri-State Professional Firefighters Union, Local 3165, IAFF and
Tri-State Fire Protection District (6/23/14)

Interpretation of probationary period proposal referred to interest arbitration. Promotion proposal concerned a permissive subject of bargaining.

S-DR-14-002 City of Cabondale Police Department and
Illinois Fraternal Order of Police Labor Council (9/18/13)

Proposals regarding performance standards concerned a permissive subject of bargaining.

S-DR.14-004 Troopers Lodge No. 41 and
Illinois Department of State Police (7/10/14)

Proposals regarding health care benefit costs concerned a mandatory subject of bargaining, the Group Insurance Act, 5 ILCS 375, does not render it a prohibited subject of bargaining, and there is no reason to refer the issue to grievance arbitration procedure.

S-DR-15-001 International Brotherhood of Teamsters, Local 700 and
County of Lake and Sheriff of Lake County (8/19/14)

Seniority-based shift preference proposal concerned a permissive subject of bargaining. Questioning legitimacy of employer's concerns does not raise an issue of fact warranting reference to interest arbitrator.

S-DR-15-002 Illinois Fraternal Order of Police Labor Council and
Village of Lansing (8/25/14)

Proposal to allow residency outside the village and outside the State of Illinois concerned a mandatory subject of bargaining even though Section 14(i) prohibits the interest arbitrator from allowing out of state residency.

S-DR-15-003 International Association of Firefighters, Local 429 and
City of Danville (9/4/14)

Proposal concerning fire suppression force strength concerned a permissive subject of bargaining under Section 14(i) of the Act, and proposals concerning equipment levels and minimum number of fire stations concern permissive subjects of bargaining under the Central City test.

# IPLRA Updates
# Legislative Amendments
# October 2013 – September 2014

**Public Act 98-1004**: strikes reference to "personal care attendants" from Sections 3(f), 3(n) and 7

**Public Act 98-535**: Amends Section 12(a) and 14(d) to indicate the Board does not have the obligation to regulate compensation levels for members of its mediation roster.

**Public Act 98-599**: adds Section 7.5 to the Act, and references to it in Sections 4 and 15. No duty to bargain over recent amendments to the Pension Code.

> Sec. 7.5. Duty to bargain regarding pension amendments.
>
> (a) Notwithstanding any provision of this Act, employers shall not be required to bargain over matters affected by the changes, the impact of changes, and the implementation of changes made to Article 14, 15, or 16 of the Illinois Pension Code, or Article 1 of that Code as it applies to those Articles, made by this amendatory Act of the 98th General Assembly, or over any other provision of Article 14, 15, or 16 of the Illinois Pension Code, or of Article 1 of that Code as it applies to those Articles, which are prohibited subjects of bargaining; nor shall the changes, the impact of changes, or the implementation of changes made to Article 14, 15, or 16 of the Illinois Pension Code, or to Article 1 of that Code as it applies to those Articles, by this amendatory Act of the 98th General Assembly or any other provision of Article 14, 15, or 16 of the Illinois Pension Code, or of Article 1 of that Code as it applies to those Articles, be subject to interest arbitration or any award issued pursuant to interest arbitration. The provisions of this Section shall not apply to an employment contract or collective bargaining agreement that is in effect on the effective date of this amendatory Act of the 98th General Assembly. However, any such contract or agreement that is subsequently modified, amended, or renewed shall be subject to the provisions of this Section. The provisions of this Section shall also not apply to the ability of an employer and employee representative to bargain collectively with regard to the pick up of employee contributions pursuant to Section 14-133.1, 15-157.1, or 16-152.1 of the Illinois Pension Code.
>
> (b) Nothing in this Section, however, shall be construed as otherwise limiting any of the obligations and requirements applicable to each employer under any of the provisions of this Act, including, but not limited to, the requirement to bargain collectively with regard to policy matters directly affecting wages, hours and terms and conditions of employment as well as the impact thereon upon request by employee representatives, except for the matters deemed prohibited subjects of bargaining under subsection (a) of this Section. Nothing in this Section shall further be construed as otherwise limiting any of the rights of employees or employee representatives under the provisions of this Act, except for matters deemed prohibited subjects of bargaining under subsection (a) of this Section.
>
> (c) In case of any conflict between this Section and any other provisions of this Act or any other law, the provisions of this Section shall control.

# NOTES