

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

International Brotherhood of Electrical Workers, Local 21,	)	
	)	
	)	
Charging Party,	)	
	)	
and	)	Case No. L-CA-24-030
	)	
City of Chicago,	)	
	)	
	)	
Respondent.	)	

**RESPONDENT’S ANSWER TO COMPLAINT FOR HEARING  
AND AFFIRMATIVE DEFENSES**

The City of Chicago (“Respondent”), by and through its attorney, Mary Richardson-Lowry, Corporation Counsel of the City of Chicago, submits the following as its Answer and Affirmative Defenses to the Complaint in the above matter, issued by the Illinois Labor Relations Board (“Board”) on July 31, 2024.

1. At all times material, Respondent has been a public employer within the meaning of Section 3(o) of the Act.

**RESPONSE:** Respondent admits the allegations in Paragraph 1.

2. At all times material, Respondent has been subject to the jurisdiction of the Local Panel of the Board pursuant to Section 5(b) of the Act..

**RESPONSE:** Respondent admits the allegations in Paragraph 2.

3. At all times material, Charging Party has been a labor organization within the meaning of Section 3(i) of the Act.

**RESPONSE:** Respondent admits the allegations in Paragraph 3. Answering further, Respondent states Charging Party, along with Service Employees International Union, Local No. 73, comprise the Public Safety Employees Union, Unit II, which is a single collective bargaining unit

4. At all times material, Charging Party has been the exclusive representative of a bargaining unit (Unit), jointly represented by the Service Employees International Union, Local 73 composed of certain of Respondent’s employees, including the positions or titles of Aviation Communications Operator (ACO), Police Communications Operator I (PCO I), and Police Communications Operator II (PCO II), as certified by the Board.

**RESPONSE:** Respondent denies the allegations in Paragraph 4. Employees in Unit II are represented by the Unit II Coalition. Charging Party is a member of the Coalition, along with SEIU Local 73, and therefore is not the single exclusive representative for all employees in the unit.

5. At all times material, Respondent and Charging Party have been parties to a collective bargaining agreement (CBA) for the Unit, effective by its terms from January 1, 2018, through June 30, 2022, that includes a grievance procedure culminating in final and binding arbitration.

**RESPONSE:** Respondent admits the allegations in Paragraph 5.

6. On or around June 22, 2022, Respondent and Charging Party commenced negotiations for a successor agreement to the CBA.

**RESPONSE:** Respondent admits the allegations in Paragraph 6.

7. On June 22, 2022, Charging Party submitted a proposal for a successor CBA to Respondent that included changes to Section 10.1B “Overtime” as it relates to Unit members’ ability to accrue compensatory time.

**RESPONSE:** Respondent admits the allegations in Paragraph 7.

8. During successor negotiations, Respondent consistently rejected Charging Party’s proposals regarding compensatory time.

**RESPONSE:** Respondent denies the allegations contained in Paragraph 8.

9. On December 8, 2022, during a bargaining session, Respondent’s representative Michael Duffee (Duffee) stated that Respondent would not agree to Charging Party’s proposals regarding compensatory time because Respondent had been sued by employees over restrictions on the use of compensatory time and Respondent did not want to subject itself to more lawsuits.

**RESPONSE:** Respondent admits the allegations contained in Paragraph 9. Answering further, however, Respondent states it also advised Charging Party it was relying on the Fair Labor Standards Act (“FLSA”) itself and the impact on operations.

10. Respondent continued to reject Charging Party’s proposals related to compensatory time, relying on the asserted litigation to formulate its position.

**RESPONSE:** Respondent denies the allegations in Paragraph 10. Answering further, Respondent states that Charging Party’s compensatory time proposal sought to obtain what Unit II conceded in negotiations for the 2018-2022 CBA.

11. On November 13, 2023, Respondent's Director of Labor Relations, Donald O'Neill, sent Charging Party's representative Robert Bloch (Bloch) a proposal for Side Letter #16 (PCO-Trainer side letter), dated April 26, 2023.

**RESPONSE:** Respondent admits the allegations in Paragraph 11.

12. The proposed PCO-Trainer side letter referenced in paragraph 11 included the following language: "The Union will withdraw any pending Unfair Labor Practices or pending grievances related to these positions or Side Letters 16 and 24 [of the existing 2018-2022 CBA]."

**RESPONSE:** Respondent admits the allegations in Paragraph 12.

13. On February 4, 2024, Charging Party submitted a proposal to Respondent including changes to Section 10.1B related to the accrual of compensatory time.

**RESPONSE:** Respondent admits the allegations in Paragraph 13.

14. The proposal submitted by Charging Party on February 4, 2024, made substantive changes to the PCO-Trainer side letter but did not alter the withdrawal language referenced in paragraph 12.

**RESPONSE:** Respondent admits the allegations contained in Paragraph 14.

15. Respondent sent a counterproposal on February 12, 2024, rejecting Charging Party's compensatory time proposal. This counterproposal also included the withdrawal language in the PCO-Trainer side letter.

**RESPONSE:** Respondent admits the allegations in Paragraph 15.

16. On February 14, 2024, Bloch emailed Duffee and informed him that the proposals submitted by Charging Party on February 4, 2024, were incorrect and attached the correct proposals.

**RESPONSE:** Respondent admits the allegations in Paragraph 16.

17. The proposals submitted by Charging Party on February 14, 2024, included changes to Section 10.1B related to the accrual of compensatory time and proposed striking the withdrawal language from the PCO-Trainer side letter.

**RESPONSE:** Respondent admits the allegations in Paragraph 17.

18. On February 26, 2024, Respondent responded to Charging Party's February 14th proposals with a counterproposal, rejecting the proposed changes to Section 10.1B and the PCO-Trainer side letter; the counterproposal submitted by Respondent included the withdrawal language in the PCO-Trainer side letter, as referenced in paragraph 12.

**RESPONSE:** Respondent admits the allegations in Paragraph 18.

19. On April 19, 2024, the parties met for a bargaining session for the successor CBA.

**RESPONSE:** Respondent admits on April 19, 2024, it had a meeting with representatives of Charging Party, but denies the meeting was a bargaining session. Respondent denies the remaining allegations in Paragraph 19.

20. At the bargaining session referenced in paragraph 19, Charging Party questioned Respondent about its refusal to restore compensatory time.

**RESPONSE:** Respondent admits that on April 19, 2024, Charging Party questioned Respondent about its proposal related to compensatory time, but denies this occurred during a bargaining session. Answering further, Respondent and Unit II resolved the matter in negotiations for the 2018-2022 Contract. Respondent denies any remaining allegations in paragraph 20.

21. At the bargaining session referenced in paragraph 19, Duffee reiterated Respondent's position that, due to litigation related to compensatory time, Respondent was not willing to entertain proposals seeking to restore compensatory time.

**RESPONSE:** Respondent admits that on April 19, 2024, Duffee reiterated Respondent's position regarding compensatory time and that it was not willing to entertain proposals seeking to restore compensatory time. Respondent denies its position is based solely on litigation related to compensatory time and denies the April 19, 2024, meeting was a bargaining session. Respondent further states it informed Charging Party it was primarily looking at litigation that occurred in other jurisdictions as well as the FLSA, and that it continued to have concerns about the impact on operations. Respondent denies any remaining allegations in paragraph 21.

22. Charging Party informed Duffee that it had been unable to locate any litigation involving Respondent related to compensatory time and requested that Duffee provide that information to Charging Party.

**RESPONSE:** Respondent admits that on April 19, 2024, Charging Party informed Duffee that it could not figure out what the City was referring to as it related to compensatory time. Answering further, Respondent states it informed Charging Party it was primarily looking at litigation that occurred in other jurisdictions, rather than litigation involving Respondent, as well as the FLSA and impact on operations. Respondent denies any remaining allegations in Paragraph 22.

23. Duffee declined to provide the requested information to the Charging Party and repeatedly responded, "I'm not going to do your research for you."

**RESPONSE:** Respondent admits Duffee told Charging Party that it could research the information on its own. Answering further, Respondent states it told Charging Party its position remained the same as it was during the last round of contract negotiations from 2017 – 2020. Respondent denies any remaining allegations in Paragraph 23.

24. The information requested by Charging Party as described in paragraph 22 is necessary and relevant to Charging Party's performance of its function as the exclusive collective bargaining representative of the Unit.

**RESPONSE:** Respondent lacks sufficient information to admit or deny whether the information requested is necessary and relevant to Charging Party's performance of its function. Respondent denies that Charging Party is the exclusive collective bargaining representative of the Unit. Answering Further, Charging Party is a member of the Coalition, along with SEIU Local 73, and therefore is not the single exclusive representative for all employees in the Unit. Respondent denies any remaining allegations in Paragraph 24.

25. Since April 19, 2024, Respondent has failed and refused to furnish the information requested by Charging Party as described in paragraph 22.

**RESPONSE:** Respondent denies the allegations in Paragraph 25. Answering further, Respondent reiterates it informed Charging Party it was primarily looking at litigation that occurred in other jurisdictions, and not litigation involving Respondent related to compensatory time as described in Paragraph 22.

26. On April 24, 2024, Duffee emailed Bloch and stated, in part, "Please be advised that based on these counterproposals, the City negotiating team is not willing to make any further changes in these proposals. Accordingly, the City is advising the Union that these proposals, along with those included in our previously transmitted MOA proposal, constitutes our last best and final offer on all issues."

**RESPONSE:** Respondent admits the allegations in Paragraph 26.

27. Respondent's proposal referenced in paragraph 26, included the following language in the PCO-Trainer side letter: "The Union will withdraw any pending Unfair Labor Practices or pending grievances related to these positions or Side Letters 16 and 24 [of the existing 2018-2022 CBA]."

**RESPONSE:** Respondent admits the allegations in Paragraph 27.

28. As described in paragraphs 26 and 27, Respondent has conditioned acceptance of its last best and final offer upon Charging Party's waiver of its statutory right to pursue grievances and unfair labor practice charges.

**RESPONSE:** Respondent denies the allegations in Paragraph 28.

29. By its acts and conduct as described in paragraphs 23, 25, 26, 27, and 28, Respondent has failed and refused to bargain in good faith with the Charging Party, in violation of Sections 10(a)(4) and (1) of the Act.

**RESPONSE:** Respondent denies the allegations in Paragraph 29.

## **AFFIRMATIVE DEFENSES**

Respondent, without prejudice to its denials and all other statements in its Answer and elsewhere, for its Affirmative Defenses to the Complaint for Hearing, states as follows:

1. The information as described in Paragraph 22 of the Complaint is publicly available.
2. As set forth in Respondent's Answer, it informed Charging Party it was primarily looking at litigation that occurred in other jurisdictions. Such information is also publicly available.
3. Charging Party requested information related to litigation surrounding FLSA compensatory time between 2017 – 2020 during negotiations for the 2018-2022 CBA.
4. Charging Party's allegation Respondent failed to provide it with requested information is untimely under the Act.
5. Neither Respondent nor Charging Party have declared impasse.
6. Respondent has not implemented the proposal referenced in Paragraph 26 of the Complaint.
7. Charging Party has not responded to the proposal referenced in Paragraph 26 of the Complaint.
8. Section 10(a)(4) of the Act makes it an unfair labor practice for an employer to refuse to bargain collectively in good faith with a labor organization which is the exclusive representative of public employees in an appropriate unit ... .
9. Unit II is a single bargaining unit jointly represented by and comprised of both Charging Party and SEIU Local 73.
10. Accordingly, Charging Party is not the exclusive representative of Unit II.
11. In or around November 27, 2023, SEIU Local 73's Unit II members voted to approve a new contract with Respondent.
12. SEIU Local 73, which is not party to this Charge, is a necessary party to any finding the failed and refused to bargain in good faith in violation of Sections 10(a)(4) and (1) of the Act.
13. Because Unit II is a single bargaining unit jointly represented by Charging Party and SEIU, the Board cannot order Respondent to bargain separately with Charging Party.
14. The Complaint must therefore be dismissed for failure to join necessary parties.

**WHEREFORE**, Respondent denies each and every allegation not expressly admitted herein, including Charging Party's requests for relief, and respectfully requests that the Board dismiss the Complaint for Hearing with prejudice and grant any additional relief to Respondent as the Board deems appropriate.

Respectfully submitted,

Date: August 15, 2024

By: /s/Nicole Dax  
Nicole Dax  
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**NOTICE OF FILING**

To: Illinois Labor Relations Board  
c/o Anna Hamburg-Gal  
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**PLEASE TAKE NOTICE** that I have this day filed with the Illinois Labor Relations Board Respondent's **Answer to Complaint for Hearing and Affirmative Defenses** copies of which are attached and served upon the person(s) named above via email and to Robert Bloch via U.S. Mail.

**DATED** at Chicago, Illinois, this 15<sup>th</sup> day of August 2024.

Respectfully submitted,

By: /s/Nicole Dax  
Nicole Dax  
Assistant Corporation Counsel Supervisor

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