

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

International Brotherhood of Electrical
Workers, Local 21,

Charging Party

and

City of Chicago, Office of Emergency
Management and Communications,

Respondent

Case No. L-CA-24-030

COMPLAINT FOR HEARING

On May 9, 2024, International Brotherhood of Electrical Workers, Local 21 (Charging Party or Union) filed an unfair labor practice charge with the Local Panel of the Illinois Labor Relations Board (Board), in Case No. L-CA-24-030, alleging that the City of Chicago, Office of Emergency Management and Communications (Employer or Respondent) violated Sections 10(a)(4) and (1) of the Illinois Public Labor Relations Act (Act), 5 ILCS 315, *as amended*. After an investigation conducted in accordance with Section 11 of the Act, I determined that the charge involves dispositive issues of law or fact and hereby issue this Complaint for Hearing.

The Charging Party alleges the following:

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

3. At all times material, Charging Party has been a labor organization within the meaning of Section 3(i) of the Act.
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.
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.
6. On or around June 22, 2022, Respondent and Charging Party commenced negotiations for a successor agreement to the CBA.
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.
8. During successor negotiations, Respondent consistently rejected Charging Party's proposals regarding compensatory time.
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.

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

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.
19. On April 19, 2024, the parties met for a bargaining session for the successor CBA.
20. At the bargaining session referenced in paragraph 19, Charging Party questioned Respondent about its refusal to restore compensatory time.
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.
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.
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."
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.
25. Since April 19, 2024, Respondent has failed and refused to furnish the information requested by Charging Party 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.”

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].”
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.
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.

WHEREFORE, the Charging Party requests that the Board grant any and all relief it finds appropriate in accordance with Section 11(c) of the Act.

RESPONDENT IS HEREBY NOTIFIED that within 15 days after service of the complaint upon it, pursuant to Section 1220.40(b) of the Board’s Rules and Regulations, 80 Ill. Admin. Code §§1200-1300, it must file an answer to this complaint with Anna Hamburg-Gal, at the Illinois Labor Relations Board, 160 North LaSalle Street, Suite S-400, Chicago, Illinois 60601, or electronically at ILRB.Filing@Illinois.gov in accordance with Section 1200.5 of the Board’s Rules and Regulations. Respondent must serve a copy of the answer upon Charging Party. Please note that the Board’s Rules and Regulations do not allow electronic service of the Answer upon Charging Party. Said answer shall include an express admission, denial, or explanation of each and every allegation of this complaint. Failure to specifically respond to an allegation shall be

deemed an affirmative admission of the facts or conclusions alleged in the allegation. Failure to timely file an answer shall be deemed to be an admission of all material facts or legal conclusions alleged and a waiver of hearing. The filing of any motion or other pleading will not stay the time for filing an answer.

YOU ARE HEREBY NOTIFIED that at a date and time to be determined later, at the offices of the Illinois Labor Relations Board, 160 N. LaSalle St., Ste. S-400, Chicago, Illinois, a hearing will be conducted before Anna Hamburg-Gal, an Administrative Law Judge for the State Panel of the Illinois Labor Relations Board, upon all disputed issues, at which time and place Charging Party has the obligation to present all evidence in support of its positions, and all parties have the right to appear in person and provide testimony, other evidence, and oral and written arguments.

Issued at Springfield, Illinois, this 31st day of July, 2024.

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



**Kimberly F. Stevens
Executive Director**