STATE OF ILLINOIS
ILLINOIS LABOR RELATIONS BOARD
LOCAL PANEL

Amalgamated Transit Union, Local 241,	)	
	)	
Charging Party	)	
	)	
and	)	Case No. L-CA-11-007
	)	
Chicago Transit Authority	)	
	)	
Respondent	)	

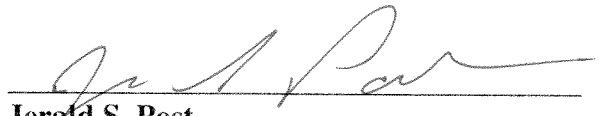
ORDER

On January 23, 2013, Administrative Law Judge Kimberly Faith Stevens, on behalf of the Illinois Labor Relations Board, issued a Recommended Decision and Order in the above-captioned matter. No party filed exceptions to the Administrative Law Judge's Recommendation during the time allotted, and at its March 15, 2013 public meeting, the Board, having reviewed the matter, declined to take it up on its own motion.

THEREFORE, pursuant to Section 1200.135(b)(5) of the Board's Rules and Regulations, 80 Ill. Admin. Code §1200.135(b)(5), the parties have waived their exceptions to the Administrative Law Judge's Recommended Decision and Order, and this non-precedential Recommended Decision and Order is final and binding on the parties to this proceeding.

Issued in Chicago, Illinois, this 15th day of March, 2013.

STATE OF ILLINOIS
ILLINOIS LABOR RELATIONS BOARD
LOCAL PANEL



Jerald S. Post
General Counsel

STATE OF ILLINOIS
ILLINOIS LABOR RELATIONS BOARD
LOCAL PANEL

Amalgamated Transit Union, Local 241,	)	
	)	
Charging Party	)	
	)	
and	)	Case No. L-CA-11-007
	)	
Chicago Transit Authority,	)	
	)	
Respondent	)	

ADMINISTRATIVE LAW JUDGE'S RECOMMENDED DECISION AND ORDER

On August 23, 2010, Amalgamated Transit Union, Local 241 (Charging Party or Union), filed unfair labor practice charges with the Illinois Labor Relations Board's Local Panel (Board) alleging that the Chicago Transit Authority (Respondent or CTA), violated Section 10(a)(4) and (1) of the Illinois Public Labor Relations Act (Act), 5 ILCS 315 (2010), as amended. The charges were investigated in accordance with Section 11 of the Act, and, on October 19, 2010, the Board's Executive Director issued a Complaint for Hearing. Hearing was held in this matter on March 14, 2011, before Administrative Law Judge John Clifford. After full consideration of the parties' stipulations, evidence, arguments, and briefs, and upon the entire record of this case, I recommend the following.[1]

I. PRELIMINARY FINDINGS

1. I find that the Board has jurisdiction to hear this matter pursuant to Sections 5 and 20(b) of the Act.

2. The parties stipulate, and I find, that the Charging Party is a labor organization within the meaning of Section 3(i) of the Act.

[1] Administrative Law Judge John Clifford is no longer an employee of the Illinois Labor Relations Board. This case has been reassigned to the undersigned for purposes of issuing a Recommended Decision and Order.

3. The parties stipulate, and I find, that the Respondent is a public employer within the meaning of Section 3(o) of the Act.

4. I find that the Respondent is a unit of local government subject to the Act pursuant to Section 20(b) of the Act.

4. I find that the Respondent is subject to the jurisdiction of the Board's local panel pursuant to Section 5(b) of the Act.

II. ISSUES AND CONTENTIONS

The Charging Party alleges that Respondent has engaged in an unfair labor practice in violation of Sections 10(a)(4) and (1) of the Act by failing to execute and implement a grievance settlement agreement allegedly reached by the parties, thereby failing and/or refusing to bargain in good faith with the Union in violation of Sections 10(a)(4) and (1) of the Act.

III. FINDINGS OF FACT

Amalgamated Transit Union Local 241 (ATU 241) represents employees at the Chicago Transit Authority (CTA). Darrell Jefferson was, at the time of hearing, the president of ATU 241. He had been president of ATU 241 since July 2005. Jefferson is responsible for signing agreements reached prior to arbitration of a grievance. Michael Simmons, the recording secretary of ATU 241, is responsible for handling the grievances and is the chief grievance officer for the local. At the time of hearing, Robert Gierut was vice president of employee relations for the CTA, a position he had held since January 2000. He began working for the CTA in 1977 and had worked in labor relations continuously since 1979. In his position as vice president of employee relations, his area of the CTA was responsible for the grievance procedure, including discussion of settlement agreements, for 17 separate collective bargaining agreements. At the time of hearing, Kent Ray was an attorney for the CTA.

On January 30, 2008, CTA bus operator and ATU 241 member Andre Hobson was involved in an altercation with an unsatisfied passenger on the bus he was operating. As a result of the altercation, Hobson was discharged from his employment with the CTA on February 20, 2008. The Union subsequently filed a grievance regarding Hobson's discharge on March 11, 2008. The grievance was processed under the procedures set forth in the collective bargaining agreement between the parties.

Jefferson testified that the grievance was initially resolved through an agreement between the CTA and the Union, which was reduced to writing by an attorney for the CTA, bringing Hobson back to work at the CTA as a full-time bus operator. The grievance was first raised at a pre-arbitration meeting consisting of Union and CTA representatives in March 2009. The pre-arbitration meetings were instituted in an effort to streamline the grievance process and timeline so that cases that could be settled were handled more quickly. Generally, at these meetings, the parties would discuss and work out settlement agreements regarding grievances that were requested for or scheduled to go to arbitration. Gierut testified that it is the practice of the CTA and Local 241 that a grievance settlement agreement that is the product of a pre-arbitration meeting becomes binding once it has been signed by both parties. At other stages of the grievance procedure, resolution may be reached in a variety of ways, but a resolution is always reduced to writing in some way. Conversely, Simmons testified that, once the parties have agreed to a settlement and the Union has brought the agreement to the CTA, "we know it's a done deal and that the settlement agreement is going to be implemented." The grievance resolution that is the subject of this charge contains a provision stating: "This Agreement shall

not be effective until it has been executed by each of the parties and signatories listed on the Agreement's execution page."[2]

At the time the parties discussed the Hobson grievance, the Union had "requested" that this grievance go to arbitration; such a request is a process under the contract to notify the Employer of the Union's desire to arbitrate a grievance and to protect contractual timelines for so doing. When Hobson's grievance was discussed, the two sides reviewed a video tape of the incident captured from a security camera on the bus and then worked out an agreement to return Hobson to work. The CTA had also previously investigated the incident. Gierut testified that, at the March 6, 2009, meeting, "it was decided to settle the case," and his notes from March 6, 2009, indicate that the Hobson matter was "settled...Kent Ray to do the agreement." The parties came to a meeting of the minds on the Hobson grievance and agreed to the terms of the settlement at the March 2009 meeting, which included that Hobson would be returned to work with no back pay; all time lost would be counted as a suspension; and Hobson would serve a probationary period upon reinstatement. The parties discussed that, once the settlement was reduced to writing, it would be forwarded to the Union so that the Union could discuss it with Hobson and obtain his signature. Then, the Union would also sign the agreement and send it back to the CTA for signature. Kent Ray, attorney for the CTA, reduced the agreement to writing around April of 2009, and Jefferson first saw the agreement around April 15, 2009, in a meeting with Simmons and Hobson. Ultimately, Hobson and Jefferson both signed the agreement and gave it to Simmons, who returned it to the CTA.

[2] The grievance settlement agreement also provides that "CTA's obligation to reinstate Employee pursuant to the terms of this Agreement is conditioned upon the Employee's execution of the Release of Claims that is attached to this Agreement as Attachment 1." The evidence is undisputed that Mr. Hobson did not sign this release; however, the CTA indicated that this fact did not cause the CTA to fail to sign the settlement agreement. It does not appear to be disputed that Mr. Hobson would have to sign the release as a condition of his reinstatement.

At some point around April 18 or 19, 2009, after the Union and Hobson had signed the agreement, Jefferson had a conversation with Gierut regarding the Hobson settlement agreement. Gierut related that, between the oral agreement at the pre-arbitration meeting and the time that the Hobson agreement was signed by the Union and Hobson, the passenger involved in the altercation with Hobson filed a civil claim regarding the incident. At this time, the CTA wanted to "hold off" on the Hobson agreement until the passenger's claim could be investigated. Jefferson indicated that he didn't have a problem with this request at that time. Jefferson's understanding was that the settlement agreement would still "move forward" but that the CTA needed to investigate the particulars of the claim. He did not recall Gierut indicating that the CTA wanted to change any of the terms of the agreement or indicating that the CTA did not believe that an agreement had, in fact, been reached. Jefferson also denied that Gierut ever stated that the CTA would not honor or implement the Hobson agreement.

Jefferson stated that, at the pre-arbitration meeting in May 2009 between the Union and the CTA, the Hobson agreement was discussed, with Simmons, Jefferson, and Sherry Voyles present for the Union and Ray, Gierut, and Bill Mooney, the Chief Operating Officer of the CTA, present for the CTA. At that time, the Union inquired regarding the date of implementation for the agreement. Jefferson could not remember the exact response from the CTA but expressed that the CTA did not indicate that the agreement was not going to be implemented. Jefferson's understanding at this time was that Hobson would still be brought back to work. At this meeting, the CTA did not indicate that it wanted to change the terms of the agreement, that it believed that the parties had not reached an agreement, or that it was not going to honor or implement the agreement. Gierut's notes from the May 2009 meeting indicate that the parties had an agreement on the Hobson matter that was yet unsigned by Mooney. The

CTA's reason for the delay in signing the agreement was that Mooney wanted to "slow down" the execution of the agreement due to the lawsuit filed by the passenger involved in the altercation with Hobson. The CTA did not want to be in the position of having to defend in the lawsuit their decision to reinstate Hobson.

In August or September 2010, Simmons informed Jefferson that the CTA was not moving forward with the agreement and that the Union should proceed to arbitration on the Hobson grievance in order to protect itself against a claim by Hobson that the Union was failing to represent him. Simmons indicated that the CTA did not at any point contact him to inform him that the CTA had concluded its investigation of the civil claim made by the passenger. The Hobson grievance then went to arbitration. The settlement agreement provided that, upon execution, the Union would withdraw the grievance. Jefferson testified that, because the agreement had not been executed by the CTA by August or September 2010, the Union determined that it needed to move forward with the grievance. He testified that the Union was free to do so because the agreement had not been executed by the CTA. The practice between the parties was that, once both parties had executed an agreement, the grievance relating to that matter would be withdrawn. Simmons testified that there is not a formal withdrawal of a grievance, but that the Union has not historically withdrawn a grievance prior to the implementation of a settlement agreement. Simmons indicated that, when a grievance arises and then is related to a civil case that also arises from the same facts, the two are generally not handled in conjunction with each other. Gierut confirmed that the CTA never told the Union it was not willing to honor the agreement, and he further indicated that the Union's decision to pursue arbitration on the grievance was not the reason that the CTA was not executing the settlement agreement.

At some point prior to arbitration on the Hobson grievance, Simmons was told by the Union's attorney, Anderson, that the civil suit filed by the passenger had been settled in early 2010. No one at the CTA contacted Simmons directly to this effect. The CTA also indicated, in an email from CTA attorney Thomas to ATU 241 attorney Anderson that was provided to Simmons, that the CTA believed there was "no deal" because the CTA had never signed the agreement, leaving no agreement to be implemented. No one at the CTA contacted Simmons directly regarding the position taken by the CTA that no settlement agreement was reached. Simmons became aware that the Hobson grievance had been scheduled for arbitration roughly a day prior to the arbitration, but he did not know that it had been scheduled when he received the email from Anderson regarding settlement of the civil case. The Hobson case went to arbitration in the fall of 2010. At the time of hearing in this matter, the parties were still awaiting the arbitrator's decision.

The CTA had previously been involved in litigation brought by ATU 241 to enforce settlement agreements, some which were fully executed, and some that were not. This matter was ultimately resolved, and all of the settlement agreements involved were ultimately implemented as a result.

IV. DISCUSSION AND ANALYSIS

The Complaint issued against Respondent alleges violations of Sections 10(a)(4) and (1) of the Act. Those sections provide, in pertinent part:

> (a) It shall be an unfair labor practice for an employer or its agents: (1) to interfere with, restrain or coerce public employees in the exercise of the rights guaranteed in this Act or to dominate or interfere with the formation, existence or administration of any labor organization or contribute financial or other support to it; provided, an employer shall not be prohibited from permitting employees to confer with him during working hours without loss of time or pay...(4) to refuse to bargain collectively in good faith with a labor organization which is the

> exclusive representative of public employees in an appropriate unit, including, but not limited to, the discussing of grievances with the exclusive representative[.]

The Board has "recognized that principles of good faith and integrity, which are central to the contract bargaining process, apply with equal force and effect to the grievance settlement process." State of Illinois, Departments of Central Management Services and Corrections, 6 PERI ¶2038 (ISLRB 1990); see also State of Illinois, Departments of Central Management Services and Corrections, 4 PERI ¶2043 (ISLRB 1988). The Board has stated that, "[a]ccordingly, pursuant to our firm belief that a commitment to live up to negotiated agreements is fundamental to good faith collective bargaining, whatever the context, the Board has determined that a steadfast refusal to comply with an undisputed grievance settlement agreement constitutes bad faith bargaining within the meaning of the Act." State of Illinois, Departments of Central Management Services and Corrections, 6 PERI ¶2038; see also State of Illinois, Departments of Central Management Services and Corrections, 4 PERI ¶2043. Moreover, the Board has found that "the duty to bargain in good faith encompasses an obligation to reduce to writing and to execute agreements reached through the collective bargaining process." State of Illinois, Departments of Central Management Services and Corrections, 6 PERI ¶2038.

Decisions arising pursuant to the Act have long held that "a party's 'refusal to abide by a grievance settlement, the terms of which are undisputed and unambiguous, is a breach of [the collective bargaining] process." County of Tazewell and Sheriff of Tazewell County, 19 PERI ¶39 (ILRB-SP 2003), quoting State of Illinois, Departments of Central Management Services and Corrections, 4 PERI ¶2043; see also Chicago Transit Authority, 16 PERI ¶3021 (IL LLRB 2000); City of Harvey, 13 PERI ¶2031 (IL SLRB 1997); County of Cook (Public Defender), 13 PERI ¶3005 (IL LLRB 1997); County of Cook, 11 PERI ¶3021 (IL LLRB 1995); County of Winnebago (County Clerk and Auditor), 7 PERI ¶2041 (IL SLRB 1990). Generally, in order for

the Charging Party to demonstrate that the Respondent violated Section 10(a)(4) of the Act when it refused to implement a grievance settlement, it must demonstrate that there was a "meeting of the minds" as to the settlement. City of Chicago (Police Department), 14 PERI ¶3010 (IL LLRB 1998); City of Burbank, 4 PERI ¶2048 (IL SLRB 1988). A meeting of the minds is evidenced by the objective conduct of the parties rather than a party's subjective belief. City of Chicago, 14 PERI ¶3010. In order to establish that the parties reached a binding agreement, the Charging Party must demonstrate that the parties assented to "the same things in the same sense on all of its essential terms and conditions." Id. In this case, there is no dispute as to whether the terms of the settlement agreement were ambiguous or a meeting of the minds occurred. Indeed, the Respondent admits that it came to a meeting of the minds with the Charging Party over the terms of the settlement agreement.

The heart of the issue in this case is whether the Respondent's failure and/or refusal to sign the Hobson settlement agreement constitutes repudiation of an agreement and therefore a failure to bargain in good faith. In reversing a dismissal of an unfair labor practice charge by the Executive Director, the Board has stated that, "under Illinois contract law, parties may in fact be bound by unexecuted, or even verbal, settlement agreements as long as there is an offer, acceptance, and a meeting of the minds as to the terms of the agreement, Quinlan v. Stouffe, 355 Ill. App. 3d 830, 837 (4th Dist. 2005), and we have never explicitly held that unfair labor practice settlement agreements must be executed before they will bind the parties." Cook County Recorder of Deeds, 28 PERI ¶ 14 (ILRB-LP 2011). Similarly, the Board has found that failure to reduce agreements to writing and execute those agreements can constitute a failure to bargain in good faith in violation of Section 10(a)(4). See Chicago Transit Authority, 16 PERI ¶3021 (ILLRB 2000); County of Cook (Cermak Health Services), 10 PERI ¶3009 (ILLRB 1994)

(finding that 7-month delay in executing collective bargaining agreement is evidence of refusal to bargain in good faith in violation of Section 10(a)(4)). In Chicago Transit Authority, the Board held that the CTA's refusal to execute settlement agreements regarding substitution of employees to be placed into a substance abuse program was a violation of Section 10(a)(4) where there was an agreement between the parties to do so but the CTA later refused to execute the settlement agreements. 16 PERI ¶3021.

Respondent argues that the signature provision of the Hobson agreement constitutes a condition precedent that was not satisfied. Under Illinois contract law, "A 'condition precedent is one that must be met before a contract becomes effective or that is to be performed by one party to an existing contract before the other party is obligated to perform.'" The Catholic Charities of the Archdiocese of Chicago v. Thorpe, 318 Ill. App. 3d 304, 307 (1st Dist. 2000), citing McAnelly v. Graves, 126 Ill. App. 3d 528, 532 (5th Dist. 1984). Reduction to writing and signature of a contract can be conditions precedent to formation; indeed, "[w]here the parties make the reduction of the agreement to writing, and its signature by them, a condition precedent to its completion, it will not be a contract until that is done. And this is true although all the terms of the contract have been agreed upon. But where the parties have assented to all the terms of the contract, the mere reference to a future contract in writing will not negative the existence of a present contract." Terracom Development Group, Inc. v. Coleman Cable and Wire Company, 50 Ill. App. 3d 739, 742 (1st Dist. 1978), citing Baltimore & Ohio Southwestern R.R. Co. v. People ex rel. Allen, 195 Ill. 423, 428 (1902). Moreover, "[i]f 'a condition goes solely to the obligation of the parties to perform, existence of such a condition does not prevent the formation of a valid contract.'" Catholic Charities, 318 Ill. App. 3d 307, citing McAnelly, 126 Ill. App. 3d 532.

Here, the question is whether the provision in the settlement agreement regarding signature of the document is a condition precedent to completion of the agreement. Generally, when a union and an employer agree to settle a grievance, even orally, they may well be bound to reduce the agreement to writing, execute it, and implement it. Depending on the circumstances, failure to do so may constitute an unfair labor practice within the meaning of Section 10(a)(4) of the Act. In this particular case, there is no dispute that the parties discussed and agreed on the terms of the Hobson grievance settlement or that they reached a meeting of the minds about the terms of the settlement. By the Respondent's own admission, the parties decided at the March 2009 pre-arbitration meeting that the grievance would be settled. The Respondent's attorney drafted the formal agreement, which the Union and Hobson signed. Even when the Respondent sought additional time before signing the agreement, the Respondent never indicated to the Union that it did not intend to sign or that Respondent believed there was no agreement. The civil case that was the reason for the Respondent's delay was settled in early 2010, but, as of August 2010, Respondent had still failed to sign the Hobson agreement. At that time, Respondent's attorney indicated to the Union's attorney that there was "no deal" because the Respondent had never signed the agreement, leaving no agreement to be implemented.

As stated above, there is no question that there was a meeting of the minds of the parties both as to the terms of the agreement and as to whether an agreement was, in fact, reached. In looking at the objective conduct of both parties, it is clear that both parties intended to reach an agreement. The evidence shows that the Respondent's own counsel drafted the agreement, and the testimony demonstrated that the parties agreed on the terms of Hobson's reinstatement. Notes from the May 2009 pre-arbitration meeting characterize the grievance as having an "agreement", albeit unsigned by Mooney at that time. The Respondent did not indicate at any

point that it was not going to sign the agreement but merely asked for more time in which to do so – to "slow down" the process, according to Respondent.

The Respondent's contract law argument is not persuasive. As the basis for its argument, Respondent relies on the following provision in the settlement agreement: "This Agreement shall not be effective until it has been executed by each of the parties and signatories listed on the Agreement's execution page." In its brief, the Respondent proffers the definition "in operation" for the term "effective." Respondent interprets this to mean that there is no agreement unless and until both parties sign the agreement and characterizes this as a condition precedent to the contract becoming operative. However, every settlement agreement reduced to writing contemplates signatures of the parties prior to its implementation. Indeed, cases cited above concern unfair labor practice charges where a party either refuses to reduce an agreement to writing, refuses to sign an agreement already reduced to writing, or both. Expectation of a signature, however, does not signify that an agreement has not been reached; indeed, when a signature is not forthcoming, even where the written agreement does not contain a provision regarding signature as was present here, the failure or refusal to sign may be an unfair labor practice. Moreover, the Respondent's interpretation of "effective" as "in operation" is not inconsistent with the finding that the parties had already reached an enforceable agreement despite the signature provision. Indeed, a settlement that is intended to be reduced to writing is not generally implemented, or "in operation," until the parties have signed the agreement. In this case, for example, the Union does not contend that the Respondent should have reinstated Hobson prior to the parties signing the agreement; the Union anticipated that the signature would be forthcoming and that Hobson would be reinstated at that time. Put another way, the provision cited by the Respondent in support of its position has more to do with performance of the

agreement than with whether an agreement exists. See Catholic Charities, 318 Ill. App. 3d 307, citing McAnelly, 126 Ill. App. 3d 532. To find otherwise would run afoul of the principle that, in labor negotiation matters, we expect parties to comply with agreements into which they freely enter; indeed, finding otherwise would allow one party to effectively hold the settlement negotiation process hostage and frustrate the purpose of the Act in furthering good faith negotiations between collective bargaining representatives and public employers.

While the Union allowed the Respondent additional time to investigate the civil case before signing the agreement, the Respondent knew in early 2010 that the civil case had been settled, which would appear to remove the bar to Respondent signing the Hobson agreement. After that point, Respondent did not articulate any reason why it could not move forward with signing the agreement, but instead failed and/or refused to do so, causing the Union to move forward with arbitration in order to protect itself and the rights of grievant Hobson. I do not find credible the assertion that the parties have always held to the practice that an agreement must be signed to be effective; indeed, as admitted in testimony, there has been prior legal action between these very parties to enforce both signed and unsigned settlement agreements, which resulted in the agreements ultimately being implemented by the CTA. Because the parties reached a meeting of the minds as to the settlement of Hobson's grievance, and the Respondent's stated reason for delay in signing was removed upon settlement of the civil case, the failure and/or refusal of Respondent to sign and implement the agreement after that time constitutes repudiation of the agreement and is an unfair labor practice in violation of Section 10(a)(4) of the Act.

V. CONCLUSIONS OF LAW

I find that the Charging Party has proved by a preponderance of the evidence that the Respondent committed an unfair labor practice when it refused to bargain in good faith as required by Section 10(a)(4) of the Act by refusing and/or failing to sign and implement the grievance settlement resolution reached by the parties in the Hobson matter.

VI. RECOMMENDED ORDER

IT IS HEREBY ORDERED that Respondent, its officers and agents, shall:

1. Cease and desist from:
    a. Failing and/or refusing to bargain collectively in good faith with the Charging Party by failing and/or refusing to execute and implement the grievance settlement resolution reached by the parties in the Hobson matter.
    b. In any like or related matter, interfering with, restraining, or coercing its employees in the exercise of the rights guaranteed them in the Act.
2. Take the following affirmative action necessary to effectuate the policies of the Act:
    a. To the extent not already accomplished by any arbitration award between the parties, reinstate Hobson to his position under the terms of the Settlement Agreement and Release signed by Hobson and the Union and made a joint exhibit to this matter by the parties.
    b. Make Hobson whole for any wages he would have received but for the Respondent's failure and/or refusal to sign the settlement agreement reinstating him to his position after the civil case regarding Hobson's altercation was settled, along with interest thereon computed at seven percent per annum.

c. Preserve and, upon request, make available to the Board or its agents all payroll and other records required to calculate the amount of lost wages as well as interest thereon, as set forth in this Recommended Decision and Order.

d. Post at all places where notices to employees are normally posted, copies of the notice attached hereto and marked "Addendum." Copies of this Notice shall be posted, after being duly signed, in conspicuous places, and be maintained for a period of 90 consecutive days. Respondent will take reasonable efforts to ensure that the notices are not altered, defaced, or covered by any other material.

e. Notify the Board in writing, within 20 days from the date of this Decision, of the steps Respondent has taken to comply herewith.

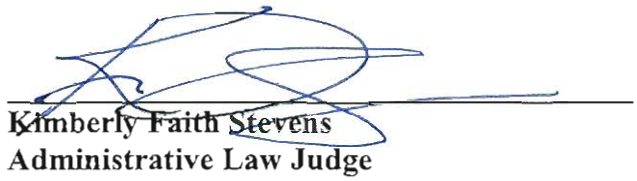
VII. EXCEPTIONS

Pursuant to Section 1200.135 of the Board's Rules, parties may file exceptions to the Administrative Law Judge's Recommended Decision and Order and briefs in support of those exceptions no later than 30 days after service of this Recommendation. Parties may file responses to exceptions and briefs in support of the responses no later than 10 days after service of the exceptions. In such responses, parties that have not previously filed exceptions may include cross-exceptions to any portion of the Administrative Law Judge's Recommendation. Within 7 days from the filing of cross-exceptions, parties may file cross-responses to the cross-exceptions. Exceptions, responses, cross-exceptions and cross-responses must be filed with the General Counsel of the Illinois Labor Relations Board, 160 North LaSalle Street, Suite S-400, Chicago, Illinois 60601-3103, and served on all other parties. Exceptions, responses, cross-exceptions and cross-responses will not be accepted at the Board's Springfield office. The

exceptions and/or cross-exceptions sent to the Board must contain a statement listing the other parties to the case and verifying that the exceptions and/or cross-exceptions have been provided to them. The exceptions and/or cross-exceptions will not be considered without this statement. If no exceptions have been filed within the 30-day period, the parties will be deemed to have waived their exceptions.

Issued at Springfield, Illinois, this 23rd day of January, 2013.

STATE OF ILLINOIS
ILLINOIS LABOR RELATIONS BOARD
STATE PANEL



Kimberly Faith Stevens
Administrative Law Judge

NOTICE TO EMPLOYEES

FROM THE ILLINOIS LABOR RELATIONS BOARD

The Illinois Labor Relations Board has found that the Chicago Transit Authority violated the Illinois Public Labor Relations Act and has ordered us to post this Notice. We hereby notify you that:

The Illinois Public Labor Relations Act gives you, as an employee, these rights:

To engage in protected, concerted activity.
To engage in self-organization.
To form, join, or help unions.
To bargain collectively through a representative of your own choosing.
To act together with other employees to bargain collectively or for other mutual aid or protection.
And, if you wish, not to do any of these things.

Accordingly, we assure you that:

WE WILL NOT fail or refuse to bargain collectively in good faith with Amalgamated Transit Union Local 241 by failing and/or refusing to execute and implement the grievance settlement resolution reached by the parties in the Hobson matter.

WE WILL NOT in any like or related manner interefere with, restrain, or coerce employees in the exercise of their rights guaranteed them under the Act.

WE WILL, to the extent not already accomplished by any arbitration award between the parties, reinstate Hobson to his position under the terms of the Settlement Agreement and Release signed by Hobson and the Union.

WE WILL make Hobson whole for any wages he would have received but for the Respondent's failure and/or refusal to sign the settlement agreement reinstating him to his position after the civil case regarding Hobson's altercation was settled, along with interest thereon computed at seven percent per annum.

This notice shall remain posted for 90 consecutive days at all places where notices to our bargaining unit members are regularly posted.

Date: _____ CHICAGO TRANSIT AUTHORITY
(Employer)

ILLINOIS LABOR RELATIONS BOARD

One Natural Resources Way
First Floor
Springfield, Illinois 62702
(217) 785-3155

160 North LaSalle Street
Suite S-400
Chicago, Illinois 60601-3103
(312) 793-6400

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND MUST NOT BE DEFACED.

· ADDENDUM ·