STATE OF ILLINOIS
ILLINOIS LABOR RELATIONS BOARD
LOCAL PANEL

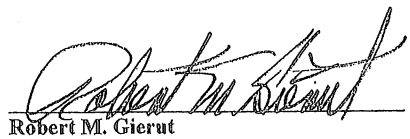
Service Employees International Union, Local 73,	)	
Charging Party	)	
and	)	Case No. L-CA-12-055
Chicago Park District,	)	
Respondent	)	

DECISION AND ORDER OF THE ILLINOIS LABOR RELATIONS BOARD
LOCAL PANEL

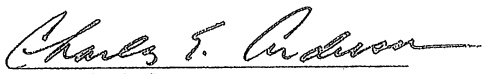
On July 17, 2012, Executive Director Melissa Mlynski issued an order deferring to arbitration an unfair labor practice charge filed by the Service Employees International Union, Local 73 (Charging Party) in the above-referenced case. The Charging Party alleged that the Chicago Park District (Respondent) engaged in an unfair labor practice within the meaning of Section 10(a) of the Illinois Public Labor Relations Act, 5 ILCS 315/10(a) (2010), as amended, when Respondent unilaterally reduced the number of hours worked by security officers represented by Charging Party.

The Charging Party filed a timely appeal of the Executive Director's order pursuant to Section 1200.135(a) of the Board's Rules and Regulations, 80 Ill. Admin. Code §1200.135(a). The Respondent filed a timely response. After reviewing the record, appeal and response, we find deferral inappropriate because we have previously found on multiple occasions that this Employer has committed unfair labor practices by unilaterally reducing employee hours. We remand this matter to the Executive Director for further investigation.

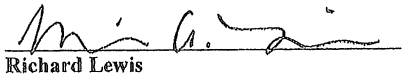
BY THE LOCAL PANEL OF THE ILLINOIS LABOR RELATIONS BOARD



Robert M. Gierut
Chairman



Charles E. Anderson
Board Member



Richard Lewis
Board Member

Decision made at the Local Panel's public meeting in Chicago, Illinois, on October 11, 2012; written decision issued at Chicago, Illinois, October 26, 2012.

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EXECUTIVE DIRECTOR'S DEFERRAL TO ARBITRATION

On March 13, 2012, the Service Employees International Union, Local 73, (Charging Party or Union) filed a charge with the Local Panel of the Illinois Labor Relations Board (Board) in Case No. L-CA-12-055, alleging that the Chicago Park District (Respondent or Employer) engaged in unfair labor practices within the meaning of Section 10(a) of the Illinois Public Labor Relations Act, 5 ILCS 315 (2010), *as amended* (Act). After an investigation conducted in accordance with Section 11 of the Act, I determined that the charge should be deferred until the parties have exhausted the contractual grievance process.

I. INVESTIGATORY FACTS AND POSITIONS OF THE PARTIES

The Charging Party represents a bargaining unit (Unit) that includes the Respondent's part-time security officers. The Charging Party and Respondent are signatories to a collective bargaining agreement (Agreement) setting out terms and conditions of employment for the Unit. The Agreement has a term of January 1, 2009 through December 31, 2012.

The instant charge concerns the Respondent hiring 95 new part-time security officers in the Unit. The Charging Party claims that this resulted in a reduction in hours for the established part-time security officers in the Unit. The Respondent admits that they hired new employees as the Charging Party claims

but Respondent denies that this resulted in a reduction in hours for the established employees. The Respondent also claims that their actions are appropriate under the collective bargaining agreement and did not violate the Act. On November 7, 2011, the Charging Party filed a grievance over the matter. By letter dated June 27, 2012, the Respondent's representative stated that Respondent is not opposed to the Board deferring further processing of the charge until completion of the contractual grievance procedure.

II. DISCUSSION AND ANALYSIS

In City of Mt. Vernon, 4 PERI ¶2006 (IL SLRB 1988), the then-State Board adopted a policy of deferring charges involving the application or interpretation of collective bargaining agreements. In that case, the Board listed the primary deferral doctrines employed by the National Labor Relations Board (NLRB). Each of these policies is known by the lead case in the area, namely, Spielberg Manufacturing Co., 112 NLRB 1080 (1955); Dubo Manufacturing Corp., 142 NLRB 431 (1963); and Collyer Insulated Wire, 192 NLRB 837 (1971). Spielberg concerns deferral to an existing arbitration award. Dubo applies in cases where the union has voluntarily initiated a grievance. Collyer concerns cases where the union has not initiated a contract grievance. The Local Panel has also adopted these deferral doctrines. See, e.g., City of Chicago, 10 PERI ¶3001 (IL LLRB 1993). The instant matter is a Dubo deferral case, as there is evidence that the Charging Party has initiated a grievance concerning the Respondent hiring additional part-time security officers which allegedly resulted in a reduction of hours for the established part-time security officers. Under these circumstances, deferral to the pending grievance is appropriate.

III. ORDER

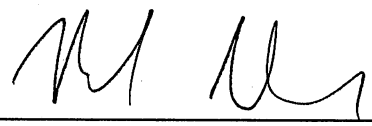
Accordingly, this charge is deferred to the parties' grievance procedure until they have completed that process regarding the underlying dispute. Within 15 days after the termination of the contractual procedure, the Charging Party may request that the Board reopen the case for the purpose of resolving any substantial issues left unresolved by the grievance procedure or proceed

with the charge on the basis that the award is contrary to the policies underlying the Act. If the Charging Party fails to make such a request within the time specified, the Board may dismiss this charge upon request of the Respondent or on its own motion.

This order may be appealed to the Board any time within 10 calendar days of service hereof. The appeal must be in writing, contain the case caption and number, and addressed to the Board's General Counsel, 160 North LaSalle Street, Suite S-400, Chicago Illinois, 60601-3103. The appeal must contain detailed reasons in support thereof, and be served upon all other parties at the same time that it is served upon the Board. A statement asserting that all other parties have been served must accompany an appeal, or the Board will not consider it. If the Board does not receive an appeal within the specified time, this order shall become final and binding upon the parties to this matter.

Issued in Springfield, Illinois, this 17th day of July, 2012.

ILLINOIS LABOR RELATIONS BOARD
LOCAL PANEL



Melissa Mlynski, Executive Director