

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

Metropolitan Alliance of Police,)	
Chapter 351,)	
)	
Charging Party)	
)	
and)	Case No. S-CA-13-077
)	
Village of Oak Lawn,)	
)	
Respondent)	

**DECISION AND ORDER OF THE ILLINOIS LABOR RELATIONS BOARD
STATE PANEL**

On July 23, 2013, Executive Director Melissa Mlynski dismissed the unfair labor practice charge filed by the Metropolitan Alliance of Police, Chapter 351 (Charging Party) in the above-captioned case. The Charging Party alleged that the Village of Oak Lawn (Respondent) engaged in unfair labor practices within the meaning of Section 10(a) of the Illinois Public Labor Relations Act, 5 ILCS 315 (2012), when, shortly after the parties entered into a collective-bargaining agreement, Respondent informed Charging Party that it may have to outsource its telecommunication services, employees of which are represented by Charging Party.

The Charging Party filed a timely appeal of the Executive Director's dismissal 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 dismissal, appeal and response, we uphold the Executive Director's dismissal.

BY THE STATE PANEL OF THE ILLINOIS LABOR RELATIONS BOARD

/s/ John J. Hartnett
John J. Hartnett, Chairman

/s/ Paul S. Besson
Paul S. Besson, Member

/s/ James Q. Brennwald
James Q. Brennwald, Member

/s/ Michael G. Coli
Michael G. Coli, Member

/s/ Albert Washington
Albert Washington, Member

Decision made at the State Panel's public meeting in Chicago, Illinois, on September 10, 2013;
written decision issued at Chicago, Illinois, October 23, 2013.

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

Metropolitan Alliance of Police, Chapter 351,

Charging Party

and

Village of Oak Lawn,

Respondent

Case No. S-CA-13-077

DISMISSAL

On November 20, 2012, Charging Party, Metropolitan Alliance of Police, Chapter 351 (MAP or Union) filed an unfair labor practice charge with the State Panel of the Illinois Labor Relations Board (Board) in the above-captioned case, alleging that Respondent, Village of Oak Lawn (Village or Employer), violated Section 10(a) of the Illinois Public Labor Relations Act (Act), 5 ILCS 315 (2010), *as amended*. After an investigation conducted in accordance with Section 11 of the Act, I determined that the charge fails to raise an issue of law or fact sufficient to warrant a hearing and issue this dismissal for the reasons set forth below.

Respondent is a public employer within the meaning of Section 3(o) of the Act. Charging Party is a labor organization within the meaning of the Section 3(i) of the Act, and the exclusive representative of Emergency Telecommunicators, Detention Aides and Community Service Officers employed by the Village as certified by the Board in Case No. S-RC-03-041 on February 24, 2004.

The Village provides dispatch services through its Emergency Telecommunications Center (911 call center) for fire and police services for the Village of Oak Lawn. The Village also

contracts to provide telecommunication services for the surrounding communities of Bridgeview, Burbank, and Evergreen Park. The Village also assesses a fee per dispatch call to the communities of Central Stickney and the Bedford Fire Protection District. The Village's contracts with Burbank and Evergreen Park expired in May of 2013. The contract with Bridgeview is scheduled to expire in 2014.

MAP has represented the Unit since 2004, and has entered into successive collective bargaining agreements with the Village since that time. The prior contract expired on December 31, 2010, and negotiations for a successor agreement commenced in February of 2011. The parties engaged in lengthy negotiations that included many bargaining sessions, mediation and a rejection of the proposed agreement by the Union membership in March of 2012. In April of 2012, the parties reopened negotiations and a collective bargaining agreement was eventually signed on or about October 1, 2012, with an effective date of January 1, 2011 through December 31, 2014 (CBA or 2014 Agreement).

On or about November 9, 2012, a little more than a month after signing the CBA, the Village informed the Union that the Village was facing a serious budget deficit for 2013 and was considering outsourcing or subcontracting the Village's telecommunications services. The Village requested that the Union meet to discuss the issues surrounding the budget deficit and subcontracting.¹

Before the Union and the Village arranged a meeting to discuss subcontracting, the Union filed the instant unfair labor practice alleging the Village violated Section 10(a)(2) and (1) of the Act by threatening to outsource the telecommunication services to gain concessions from the Union. The Union further alleged that the Village failed to bargain in good faith in violation of

¹ The parties did not negotiate a subcontracting provision for the 2014 Agreement.

Section 10(a)(4) by signing the 2014 Agreement knowing it would request concessions from the Union shortly thereafter.

On December 7, 2012, during a meeting to discuss the fiscal situation, the Village informed the Union that it was facing a \$1.1 million deficit in the budget for the operation of the 911 call center. The Village told the Union that in order to meet the deficit it was trying to bring in more municipalities to offset the budgetary crises, but, to date, it had been unsuccessful. To plug the deficit hole, the Village told the Union it needed: (1) cost savings from the CBA of \$369,000; (2) the municipalities of Bridgeview, Burbank, and Evergreen Park would have to pay their fair share for the 911 telecommunications services; and (3) management of the 911 call center would need to find a cost savings of \$100,000 outside of the CBA. Later that day, the Village provided the Union with documents it claimed were the basis for the Village's need to reduce costs. The documents provided were an audited financial report, a budget report, and an operations report prepared by PSAP Concepts & Solutions, LLC., analyzing the operations of the call center.

During a conference call on January 15, 2013, the parties discussed various topics to address the budget problem. The Village stated that it would seek to have the municipalities pay their fair share of the costs of running the call center. The Union indicated that it would decide what it would do after the Village sought the additional money from the municipalities.

On February 15, 2013, the Union, by letter, proposed that the City could save money by: eliminating the position of team leaders (non-bargaining unit management positions) or by some combination of eliminating team leader positions and reducing team leader's salaries; including the counting of team leaders in the headcount on a shift thereby lessening the need to meet the minimum manpower required per shift when certain situations exist; reducing reimbursements for training and education; and reducing expenses and fees for conferences. In a telephone call

on February 27, 2013, the Village informed the Union that it was moving forward on seeking bids to subcontract the telecommunication services. The Village told the Union that although it was seeking bids to contract out, no decision had been made yet to outsource the 911 call center. The bidding period was set to close April 30, 2013.

In March of 2013, the Village proposed: discontinuing the 2.5% wage increase for 2013 and 2014 for Unit employees; freezing salary steps; scheduling changes that would reduce overtime and the number of employees on a shift; and reducing wellness days and education incentives. On or about April 10, 2013, the Union responded it was not willing to reopen negotiations or to discuss any salary/benefit cuts until after the 2014 Agreement expires. Nevertheless, the Union provided the Village with “suggestions” or “recommendations” as to how to alleviate the budgetary crisis facing the Village. These suggestions were consistent with the Union’s previous suggestions, including the Union recommending that the Village could reduce the number of telecommunicators on certain shifts in certain situations and that team leaders could decide to either assist Unit employees when the call volume is high, or if necessary, determine whether overtime is needed and call in a telecommunicator to assist in the volume of calls. Finally, the Union recommended that the Village not replace telecommunicators that have left the Village’s employ or who have retired.

By the end of April 2013, three companies submitted bids to provide telecommunication services for the Village. As of the date of this Dismissal, the Village has not made a decision on whether to subcontract.

I. DISCUSSION AND ANALYSIS

The Union contends the Village failed to bargain in good faith when it notified the Union, shortly after the parties entered into the CBA, that it may have to outsource the

telecommunications services unless it could close a \$1.1 million gap in the budget. The Union contends that the Village had no intention to adhere to the CBA when it was signed and that it instead intended to seek concessions after finalizing the 2014 Agreement. In addition, the Union contends the Village's actions constitute a threat to outsource the call center in order to obtain concessions from the Union. For the reasons set forth herein, I find that the Union has not raised an issue for hearing.

A public employer violates its obligation to bargain in good faith when it makes a unilateral change in a mandatory subject of bargaining without granting notice and an opportunity to bargain to the employees' exclusive representative. City of Decatur v. American Federation of State, County, and Municipal Employees, 122 Ill. 2d 353, 522 N.E. 2nd 1219, 4 PERI ¶4016 (1988); State of Illinois, Central Management Services, 17 PERI ¶2046 (II LRB SP 2001); Village of Westchester, 16 PERI ¶2034 (IL SLRB 2000); County of Cook (Department of Central Services), 15 PERI ¶3008 (IL LLRB 1999). In the Village of Ford Heights, 26 PERI ¶145 (ILRB-SP 2010), aff'd by unpub. Order, 2012 IL App (1st) 110284-U, 28 PERI ¶147 (2012), an employer was found to have violated the Act when it entered into an intergovernmental agreement to provide police services for the Village of Ford Heights without bargaining with the union.

In the instant case, there is no evidence that the Village unilaterally implemented a change in terms and conditions of employment. The Village has not outsourced the telecommunication services. At this point, the Village is simply considering this option, and they have notified the Union of this possibility.

Similarly, there is no evidence that the Village's actions constitute a threat within the meaning of Section 10(c) of the Act. Section 10(c) provides, in pertinent part, that "the

expressing of any views, argument, or opinion or the dissemination thereof...shall not constitute or be evidence of an unfair labor practice under any of the provisions of this Act, if such expression contains no threat of reprisal or force or promise of benefit.” There is nothing inherently unlawful about subcontracting and it is not a *per se* violation of the Act to consider the option or to gather information concerning subcontractors. Nor is it a violation to request concessions in lieu of subcontracting. Indeed, a logical alternative to subcontracting can be to find cost-savings in another area. The parties can choose to discuss whether those cost savings come in the form of concessions from the Union or from finding savings in other areas of the Employer’s operations. The Union is certainly under no obligation to agree to concessions, or to even discuss them at all, but there is nothing inherently unlawful about the Village’s request that they do so.

Finally, the Union argues that the Village did not bargain in good faith because it knew that it could not pay the increases in the CBA before signing the 2014 Agreement. By signing the CBA and requesting concessions from the Union shortly thereafter, the Union asserts the Village’s actions constitute bad faith. I find no merit to this argument as nothing in the available evidence is indicative of bad faith bargaining.

The parties engaged in lengthy negotiations before the Village signed the 2014 Agreement. After the Union membership rejected the first contract the parties negotiated, the parties resumed bargaining until the 2014 Agreement was reached. Subsequently, the Village acknowledged its continuing obligation to bargain with the Union by notifying the Union of the possibility that it was considering outsourcing the telecommunications center.

In SEIU, Local #316 v. Illinois Educational Labor Relations Board, the Illinois Educational Labor Relations Board held that the requirements for good faith bargaining on a decision to

subcontract contain: 1) notice to the union of its intent to seek bids; 2) meeting with union to discuss decision; 3) providing the union with information; and 4) considering union proposals. In the instant case, the Village gave notice of its intent to seek bids for a potential subcontract, the Village provided the Union with information on its financial situation, and the parties have discussed the topic. In the final analysis, the Village's overall pattern of conduct to date does not raise a question sufficient to warrant a hearing on the Charging Party's 10(a)(4) claim.

II. ORDER

Based on the foregoing, the instant charge is dismissed in its entirety. Charging Party may appeal this dismissal to the Board at any time within 10 calendar days of service hereof. Any such appeal must be in writing, contain the case caption and number, and be addressed to the General Counsel of the Illinois Labor Relations Board, 160 North LaSalle Street, Suite S-400, Chicago, Illinois 60601-3103. In addition, any such appeal must contain detailed reasons in support thereof, and the appealing party must provide a copy of its appeal to all other persons or organizations involved in this case at the same time the appeal is served on the Board. The appeal sent to the Board must contain a statement listing the other parties to the case and verifying that a copy of the appeal has been provided to each of them. An appeal filed without such a statement and verification will not be considered. If no appeal is received within the time specified, this dismissal will become final.

Issued in Springfield, Illinois, this 23rd day of July 2013.

STATE OF ILLINOIS
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Melissa Mlynski, Executive Director