

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

Metropolitan Alliance of Police,)	
Grundy County Civilians, Chapter 693,)	
)	
Charging Party)	
)	
and)	Case No. S-CA-15-045
)	
County of Grundy,)	
)	
Respondent)	

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

On April 7, 2015, Executive Director Melissa Mlynski issued a partial dismissal of a charge filed by the Metropolitan Alliance of Police, Grundy County Civilians, Chapter 693 (Union or Charging Party) on October 17, 2015, which alleged that the County of Grundy (Respondent or Employer) engaged in unfair labor practices within the meaning of Section 10(a)(4) and (1) of the Illinois Public Labor Relations Act, 5 ILCS 315 (2012) (Act). The charge alleged that the Respondent (1) made unilateral changes to the job requirements of the position held by Field Appraiser Lucy Haro; (2) unilaterally imposed discipline against Haro by terminating her employment on September 8, 2014, without providing the Union with advance notice to discuss the reason and level of discipline to be imposed; and (3) refused to provide the Union with information relevant and necessary for it to perform its representational duties. The Executive Director issued a Complaint on the alleged refusal to provide the Union with relevant and necessary information, but dismissed the remaining allegations.

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 response. After reviewing the record and appeal, we uphold the Executive Director's Dismissal for the reasons stated therein.

BY THE STATE PANEL OF THE ILLINOIS LABOR RELATIONS BOARD

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

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

/s/ John R. Samolis
John R. Samolis, Member

/s/ Keith A. Snyder
Keith A. Snyder, Member

Decision made at the State Panel's public meeting in Chicago on July 7, 2015, written decision issued in Chicago, Illinois on July 21, 2015.

ORIGINAL

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

Metropolitan Alliance of Police, Grundy
County Civilians, Chapter 693,

Charging Party

and

County of Grundy,

Respondent

Case No. S-CA-15-045

PARTIAL DISMISSAL

On October 17, 2014, Metropolitan Alliance of Police, Grundy County Civilians, Chapter 693 (Union or Charging Party), filed an unfair labor practice charge with the State Panel of the Illinois Labor Relations Board (Board) in Case No. S-CA-15-045, alleging that the Respondent, County of Grundy (Employer or County), violated Section 10(a) of the Illinois Public Labor Relations Act (Act), 5 ILCS 315 (2012), *as amended*. After an investigation conducted in accordance with Section 11 of the Act, I determined that a portion of the charge fails to raise an issue of law or fact sufficient to warrant a hearing and hereby issue this partial dismissal for the reasons stated below.

I. INVESTIGATORY FACTS

The Respondent is a public employer within the meaning of Section 3(o) of the Act. The Charging Party is a labor organization within the meaning of Section 3(i) of the Act that represents a bargaining unit (Unit) of employees including Field Appraisers employed by the Respondent in the Assessor's Office. The Board certified the Unit on August 29, 2013, in Case

No. S-RC-13-079. The Charging Party and the Respondent are in negotiations for an initial collective bargaining agreement (CBA).

On or about September 11, 2014, the County terminated Lucy Haro, a Field Appraiser. The Charging Party alleges that Haro was told by her supervisor that she did not possess the necessary job qualifications. The Charging Party alleges that Haro was never told of these qualifications and never represented that she had them before being hired. On or about September 24, 2014, the Union submitted a demand to the County to reinstate Haro and to bargain over any discipline. The Union also requested information related to discipline and personnel records for Unit members.

In a letter dated September 29, 2014, the attorney for the County stated that the “status quo” is the County’s longstanding probationary period of six months and that Haro was terminated less than 90 days after being employed for not doing her job satisfactorily. The attorney for the County further indicated that if Charging Party still wanted the requested information, after consideration of the County’s position, to let it know.

The Charging Party alleges that it reasserted its request for information on October 9, 2014, and that as of October 17, 2014, the documents had not been provided. The Respondent claims that the information requested was unreasonable, excessive, irrelevant, contrary to Illinois law¹ and failed to provide adequate time for the County to respond.

In its unfair labor practice charge, the Union also alleges that the County engaged in bad faith bargaining by making unilateral changes to the job requirements and working conditions of Unit positions, as well as unilaterally disciplining Haro without advance notice to the Union.

¹ The County claims that the Union has not presented it with the “required written authorizations...as required under Section 5 of the Personnel Records Review Act (820 ILCS 40/5)....”

The County asserts that it had in place for many years prior to the filing of the Representation Petition by the Union, a Personnel Manual² which included a policy for at-will employment³. The policy reads:

Employment with the County is at-will, meaning that your employment may be terminated by you or the County at any time. Nothing in this handbook is intended to alter or should be construed as altering the at-will nature of your employment with the county.

Where the terms of a collective bargaining agreement conflict with this Section 1.01, the terms of the collective bargaining agreement shall control (as to the relevant employees in the applicable collective bargaining unit).

The County provided documentation supporting its claim that at the time of Haro's termination, the parties had made virtually identical proposals for defining probationary employees, with the only difference being the length of the probationary period. (The Union proposed a six month probationary period, the County proposed twelve months, later reducing to nine months). The Respondent admits that there was no prior policy for a probationary period for the County, only at-will employment with sick leave deferral⁴ of six months. In his September 29, 2014, response to the Union, the attorney for the County relied on the County Human Resources Director's interpretation that the six month sick leave deferral constituted a probation period.

The Respondent further asserts that during Haro's first two months of employment, a number of issues surfaced with regards to her ability to do her job and her lack of cooperation. Respondent asserts that on or about July 22, 2014, Haro was orally reprimanded for mistakenly deleting a real estate parcel from office records. The Union did not challenge this reprimand. On August 19, 2014, Haro was given a two-month performance review as well as a copy of the job

² The County adopted the Personnel Manual July 8, 1997.

³ The policy (Section 1.01 Employment at Will) was last revised on July 2006.

⁴ The policy (Section 2.04 Sick Leave) was last revised on May 2010.

description for a Field Appraiser. Respondent asserts that this was the same job description in place when Haro was hired.

Respondent asserts that it continued to monitor Haro's performance during the period between August 19th and September 8th 2014, but it did not see any improvement in her performance or her attitude. On or about September 8, 2014, the County notified Haro of its decision to terminate her employment.

Respondent asserts that on or about September 10, 2014, during a bargaining session, the lead negotiator referenced Haro's termination letter. However, Respondent asserts that the Union did not demand to bargain over the issue at that time. Further, the County asserts that the County bargaining team was unaware of the matter at that time but indicated that they would look into it and would be prepared to discuss it at the next bargaining session on October 2, 2014. However, the Union did not raise the issue in its letter dated September 24, 2014, and did not raise it during the bargaining session on October 2, 2014.

II. DISCUSSION AND ANALYSIS

I find that the portion of the Union's charge alleging that Respondent failed to respond to a request for information raises a question of fact or law for hearing. As such, simultaneous with this Partial Dismissal, I will issue a Complaint For Hearing in that matter.

I further find that the remainder of the charge, alleging that the County made a unilateral change during bargaining when it terminated Haro, must be dismissed. The County provided evidence in the form of its Personnel Manual that its pre-existing policy has been at-will employment. In Illinois, absent a contractual provision to the contrary, employees are generally considered to be at will and may be discharged for any or no reason. Michael v. Precision Alliance Group, LLC, 351 Ill.Dec. 890, 952 N.E.2d 682, 686, 2011 IL App (5th) 100089, ¶ 13

(2011). In the context of this charge, the existence and/or length of a probationary period for County employees is irrelevant, as the Personnel Manual establishes at-will employment as the status quo pending negotiations.

The Board has consistently held that an employer commits an unfair labor practice when it makes a unilateral change to a mandatory subject of bargaining. County of Cook v. Licensed Practical Nurses Ass'n of Ill. Div. 1, 284 Ill. App. 3d 145, 153 (1st Dist. 1996). However, in this case, since the parties are in negotiations for an initial CBA, the Respondent's pre-existing Personnel Manual represents the status quo. In East Richland Education Ass'n, IEA-NEA v. Illinois Educational Labor Relations Board, 173 Ill. App. 3d 878, 890 (1988), the court took note of the following general principles on evaluating a unilateral action as an unfair labor practice:

[A] unilateral change is not per se an unfair labor practice...[S]ince only unilateral *changes* are prohibited, an unfair labor practice will not lie if the 'change' is consistent with the past practices of the parties. (Emphasis in original)

Id. citing R. Gorman, *Basic Text on Labor Law*, 450-54 (1976). As such, in the instant matter, the County decision to terminate a Unit member under its pre-existing at-will employment policy does not raise an issue for hearing.⁵

Since I find insufficient evidence that the County engaged in an unlawful unilateral change during bargaining, I need not address the issue of whether the Union made a timely demand to bargain.

III. ORDER

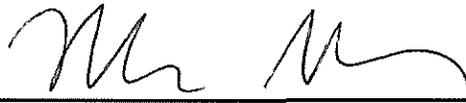
Accordingly, the portion of the charge as described above is hereby dismissed. Charging Party may appeal this dismissal to the Board at any time within 10 calendar days of service hereof. Any such appeal must be in writing, contain the case caption and number, and be

⁵ It should be noted that there is no evidence, nor is there even an allegation, that the termination was in retaliation for protected activity under the Act.

addressed to the Illinois Labor Relations Board's General Counsel, 160 North LaSalle Street, Suite S-400, Chicago, Illinois 60601-3103. Appeals will not be accepted in the Board's Springfield office. In addition, any such appeal must contain detailed reasons in support thereof, and the party filing the appeal 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 herein, this dismissal will become final.

Issued in Springfield, Illinois, this 7th day of April, 2015.

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



**Melissa Mlynski
Executive Director**