STATE OF ILLINOIS
ILLINOIS LABOR RELATIONS BOARD
STATE PANEL

City of Elgin,	)	
	)	
Charging Party	)	
	)	
and	)	Case No. S-CB-13-019
	)	
Elgin Association of Fire Fighters International Association of Firefighters, Local 439,	)	
	)	
Respondent	)	

DECISION AND ORDER OF THE ILLINOIS LABOR RELATIONS BOARD STATE PANEL

On October 9, 2013, Administrative Law Judge (ALJ) Heather R. Sidwell issued an Order in the above-referenced case, denying a union's motion to defer to arbitration. The charge had been filed by the City of Elgin on October 2, 2012, alleging violations of Sections 10(b)(4) and 10(b)(1) of the Illinois Public Labor Relations Act, 5 ILCS 315 (2012).[1] After investigation, Executive Director Melissa Mlynski issued a complaint for hearing on August 30, 2013.

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[1] 10(b) It shall be an unfair labor practice for a labor organization or its agents:

> (1) to restrain or coerce public employees in the exercise of the rights guaranteed in this Act, provided, (i) that this paragraph shall not impair the right of a labor organization to prescribe its own rules with respect to the acquisition or retention of membership therein or the determination of fair share payments and (ii) that a labor organization or its agents shall commit an unfair labor practice under this paragraph in duty of fair representation cases only by intentional misconduct in representing employees under this Act;
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> (4) to refuse to bargain collectively in good faith with a public employer, if it has been designated in accordance with the provisions of this Act as the exclusive representative of public employees in an appropriate unit;

Respondent Elgin Association of Fire Fighters, IAFF, Local 439 (Union), filed a timely answer on September 17, 2013, and one week later, on September 24, 2013, filed a motion to defer the complaint to arbitration. On October 2, 2013, the City filed a response in opposition to the motion to defer which, as mentioned, was denied by the ALJ.

Following the ALJ's denial of deferral, the Union filed exceptions and a supporting brief pursuant to the Board's rule on deferrals, 80 Ill. Admin. Code §1220.65(d). That rule specifically allows parties to appeal ALJs' rulings on deferrals in accordance with 80 Ill. Admin. Code § 1200.135(b). The City filed a timely response to the exceptions. We affirm the ALJ's denial of deferral for the reasons that follow.

Background

The City of Elgin and the Elgin Association of Fire Fighters, Local 439, IAFF, entered a collective bargaining agreement for the period of January 1, 2007 through December 31, 2010 that contained a management rights clause allowing the City to set standards of service, determine operations conducted by the department, and change its methods, equipment or facilities provided they did not conflict with other provisions of the Agreement.[2] The parties also entered a variance agreement on February 10, 2010, that similarly ran to December 31, 2010, that allowed the City to reduce minimum shift staffing from 36 to 34 and that provided that the upon expiration, shift staffing would return to the status quo ante.[3] By agreement, both were extended through December 31, 2011. The day following expiration of that extension, the City increased minimum shift staffing to 36 firefighters per shift, but on January 29, 2012, it removed an ambulance from active service, thereby reducing staffing back to 34.

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[2] The ALJ's RDO erroneously states that the Union had these management rights rather than the City.
[3] Again, the ALJ's RDO erroneously states that the Union would reduce staffing.

The Union then filed charges in separate Case No. S-CA-12-125 against the City. It alleged, among other things, the repudiation of the variance agreement. In that case, the Executive Director dismissed one allegation, and issued a complaint on three counts. The ALJ deferred a retaliation count pursuant to Dubo Manufacturing Corp., 142 NLRB 431 (1963), but declined to defer alleged violations of Section 10(a)(4) and (1) by unilateral change and by a refusal to bargain in good faith in repudiating the variance agreement, reasoning that a contract dispute did not lie at the center of the dispute. In a decision issued on May 20, 2013, 30 PERI ¶8, The Board agreed with the ALJ's denial of deferral for the unilateral change claim, but reversed with respect to the repudiation claim. It noted that repudiation cases are unusual in that they require the Board to determine whether a contract has been breached, a function usually performed by an arbitrator. It found contract interpretation was at the center of the dispute because the ALJ could not determine whether the respondent's conduct constituted a breach without interpreting the variance agreement, and therefore that deferral was appropriate pursuant to Collyer Insulated Wire, 192 NLRB 837 (1971).

Instant complaint and ALJ action on motion to defer

In the instant case, the complaint alleges that the Union violated Sections 10(b)(4) and (1) of the Act by submitting to arbitration a minimum shift staffing proposal and, because that is a permissive subject of bargaining, thus insisting to impasse on a permissive subject of bargaining. In its answer, the Union denied the allegation that the parties have been negotiating a successor agreement, stating that the parties' negotiations resulted in an interest arbitration proceeding which resolved the terms of the successor collective bargaining agreement with the exception of a minimum manning provision over which the interest arbitrator has retained jurisdiction. The Union did not deny that it submitted to interest arbitration a proposal pertaining to shift manning,

but it denied that shift manning was a permissive subject of bargaining and thus denied that it had insisted to impasse over a permissive subject of bargaining. The Union also raised as one of its affirmative defenses, the following statement:

> In view of the Board's deferral of the Union's unfair labor practice charge in Case No. S-CA-12-125, alleging that the City has violated Sections 10(a)(4) and (1) of the Act by failing, since January 1, 2012, to restore minimum manning to thirty-six (36), resolution of the instant unfair labor practice charge should be deferred to the parties' grievance arbitration mechanism in order to avoid potentially contradictory determinations concerning whether reduction of minimum manning is an inherent managerial right.

In support of deferral, the Union argued that the issue of whether minimum shift staffing is an inherent managerial right (a consideration in determining whether it is a mandatory subject of bargaining under Central City Educ. Ass'n v. Ill. Educ. Labor Relations Bd., 149 Ill. 2d 496 (1992)) is inextricably linked to the City's contention in Case No. S-CA-12-125 that a management rights clause in the parties' contract gave the City the authority to unilaterally remove an ambulance from service. It also argued that deferral is the law of the case because the parties here are the same parties involved in Case No. S-CA-12-125. And it argued that failure to defer runs the risk that the two cases would reach contradictory results. In opposition to deferral, the City argued that contract interpretation was not at the center of the instant dispute over the Union's proposal to modify a successor agreement. It stated the issue had no relation to the terms of any current agreement. It also argued deferral was inappropriate because arbitration is not available under the terms of the parties' agreement and the Union has not asserted a willingness to nevertheless arbitrate the dispute.

The ALJ noted the three elements for deferral under Collyer: 1) a question of contract interpretation lies at the center of the dispute; 2) the dispute arises within an established

collective bargaining relationship without evidence of enmity by the respondent; and 3) respondent asserts a willingness to waive all procedural barriers to the filing of a grievance. The ALJ stated that to resolve the first "issue" she needed to apply the balancing test set forth in Central City. She then noted that whether something is an inherent managerial right (pursuant to the second step of the Central City analysis) is a distinct issue from whether it is a contractual managerial right. She rejected the Union's contention that they were inextricably linked. Because these were distinct issues, the ALJ found the potential for inconsistent results arising in the different forums did not warrant deferral in this case. The ALJ further found that the second "issue for hearing"—whether the Union insisted to impasse on its minimum shift staffing proposal—also did not require contract interpretation. She found the parties' agreement had no bearing on whether the parties were at impasse or whether the Union committed an unfair labor practice by submitting its proposal on minimum shift staffing to interest arbitration. Concluding that contract interpretation was not at the center of the dispute, she denied deferral without considering the other elements in a Collyer analysis.

In its exceptions, the Union claims the ALJ erred in "applying" the Central City test. It asserts that in order to determine the status quo (relevant to whether there has been a unilateral change in a mandatory subject of bargaining) the ALJ had to interpret the prior agreement and the variance agreement which would clearly impact the application of the Central City balancing test. It also asserts that what the Union had alleged in the earlier case against the City—that the City made unilateral changes to minimum manning (a mandatory subject of bargaining), repudiated the variance agreement, and retaliated against the Union for refusing to extend the variance agreement—is the opposite side of the same coin as what the City is alleging in this case against the Union—that the Union violated the Act by submitting a proposal on minimum

shift manning in interest arbitration, thus insisting to impasse on a permissive subject of bargaining.

The Union cites Village of Lake Zurich (Fire Department), Case No. S-DR-11-003 (IL-LRB G.C.) a non-precedential Declaratory Ruling case in which the General Counsel referenced the parties' past bargaining on a particular subject as evidence relevant to the third step of the Central City test, that is whether the benefits of bargaining outweigh the burden upon the employer's inherent authority. Indeed, the fact that the parties had bargained on the topic in the past is evidence that it is at least "bargain-able." However, in addition to being non-precedential, the case does not support the Union's position that contract interpretation is at the heart of this case because the General Counsel's reference was to the parties' conduct in bargaining, not to interpretation of the results of that bargaining.

In similar fashion, the Union incorrectly assumes that the ALJ will not be able to consider that the parties had entered into a variance agreement (relevant to whether the City thought the issue involved inherent managerial rights) without needing to interpret the variance agreement. Citing to Village of East Hazel Crest, 24 PERI ¶97 (IL LRB-SP 2008), it claims one of its defenses is that the parties' Agreement and Variance Agreement will prove that minimum shift manning is a mandatory subject of bargaining. In that case the Board indeed stated: "In our opinion, the mere fact that the Respondent is arguing the interpretation of a provision of the collective bargaining agreement indicates that the matter is appropriate for deferral"; however, the issue there concerned a change in the policy of allowing a police sergeant to use a police car to drive to and from work and a grievance had been filed under an *existing* collective bargaining agreement. As the ALJ noted, the issue in the present case is whether a subject was a permissive subject of bargaining for a successor agreement.

The Union also argues that the ALJ erred in applying the Central City test, but as the City points out, the ALJ did not so much apply the test as reference it to demonstrate the difference in the issues present in the earlier case (what the existing contract provided) and the issues here (whether a subject is a mandatory or permissive subject of bargaining).

Finally, the Union again argues that this case is inextricably linked with the earlier case and that inconsistent results may issue in the absence of deferral. It gives as an example the potential that the arbitrator in the earlier case filed against the employer might find that the City's action in reducing manning was not authorized by the contractual management rights clause and order the reinstatement of the status quo ante. It notes the Board might find in this case against the Union that manning is inherently a matter of managerial prerogative, thus allowing the City to again reduce the numbers. Again we note that enforcement of what the parties had agreed to in the past is distinct from a determination of their obligations with respect to bargaining future agreements.

In opposing the exceptions, the City correctly argues that a party may refuse to bargain over a permissive subject, even if the subject has been included in past contracts. Thus, consideration of the meaning of the parties' past contract and variance is not necessary to consideration of whether the subject is a mandatory or permissive subject. The *fact* that the parties had bargained in the past on that subject may be relevant to the third step of the Central City test (weighing the benefits of bargaining against the burden bargaining imposes on inherent managerial authority), but the *content* of their past agreements is not relevant.

Although it agrees with the ALJ that the Union does not meet the first element for Collyer deferral, the City claims the ALJ erred in not addressing the other elements and finding that they, too, are lacking. It first argues that the parties' contractual grievance procedure

includes no mechanism for the *City* to grieve *against the Union*. Second, it argues that the dispute is not subject to a grievance because grievances are limited to disputes about existing contractual language, not disputes about language proposed for future contracts. Third, it points out the contract has a seven-day time limit for filing grievances, which is now past, and the Union has not committed to waiving all procedural bars to grievance, certainly not at the time the ALJ issued her order, and not even sufficiently at this point in time. We will not address these contentions as they are unnecessary to our resolution of this case.

We find the Union has failed to show an error in the ALJ's basis for denying deferral, and consequently affirm denial of deferral. Because they are unnecessary to the resolution of this case, we do not address the additional grounds for denying deferral raised by the City.

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 December 17, 2013; written decision issued in Chicago, Illinois on February 13, 2014.

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City of Elgin,	)	
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	)	Case No. S-CB-13-019
Elgin Association of Fire Fighters,	)	
International Association of Firefighters,	)	
Local 439,	)	
	)	
Respondent	)	

ADMINISTRATIVE LAW JUDGE'S ORDER
DENYING MOTION TO DEFER TO ARBITRATION

On October 2, 2012, the City of Elgin (City) filed a charge with the State Panel of the Illinois Labor Relations Board (Board) pursuant to Section 11 of the Illinois Public Labor Relations Act, 5 ILCS 315 (2012) as amended (Act), and the Rules and Regulations of the Illinois Labor Relations Board, 80 Ill. Admin. Code, Parts 1200 through 1240, alleging that the Elgin Association of Fire Fighters, International Association of Firefighters, Local 439 (Union) violated Sections 10(a)(4) and 10(a)(1) of the Act. The charges were investigated in accordance with Section 11 of the Act and on August 30, 2013, the Board's Executive Director issued a Complaint for Hearing.

On September 17, 2013, the Union filed a timely Answer to the Complaint for Hearing, and on September 24, 2013, the Union filed a motion to defer this charge to arbitration. The City filed a timely response in opposition to the Union's motion on October 2, 2013. For the reasons that follow, I deny the Union's motion to defer to arbitration.

I. INVESTIGATORY FACTS

The Union is the exclusive representative of a bargaining unit (Unit) composed of the City's full-time employees in the job titles or classifications of Firefighter, Fire Lieutenant, and Captain. The City and Union were parties to a collective bargaining agreement for the Unit which expired December 31, 2011. The Complaint for Hearing alleges that, since on or before December 31, 2011, the parties have been negotiating a successor agreement. The Union denies

this allegation and states that the parties' negotiations culminated in an interest arbitration proceeding pursuant to Section 14 of the Act which resolved the terms of the parties' successor bargaining agreement with the exception of a minimum shift staffing provision. The Union admits that, in or about August 2012, it submitted its proposal on minimum shift staffing as an outstanding issue in these interest arbitration proceedings. The Complaint for Hearing further alleges, but the Union denies, that by this action the Union insisted to impasse on a permissive subject of bargaining in violation of Sections 10(b)(4) and (1) of the Act. The Union denies that minimum shift staffing is a permissive subject of collective bargaining.

The Union states that the instant charge should be deferred to grievance arbitration in light of the Board's May 20, 2013, decision to defer to grievance arbitration the unfair labor practice charge pending in Case. No. S-CA-12-125. In the relevant portion of Case No. S-CA-12-125, the Union in this matter alleges that the City violated Sections 10(a)(4) and 10(a)(1) of the Act by repudiating the parties' existing agreement with regard to minimum shift staffing. In discussing the matter, the Board recited the following facts: The parties were subject to a collective bargaining agreement (Agreement) scheduled to expire December 31, 2011, which provides that the Agreement remains in force after its expiration while the parties bargain for a new contract. The Agreement also contains a management rights clause which allows the Union to set standards of service, determine the operations conducted by the department, and change its methods, equipment, or facilities provided that these changes do not conflict with other provisions of the Agreement. On February 10, 2010, the parties signed a variance agreement (Variance) stating that the Union would reduce minimum shift staffing to 34 from 36, and that, following the expiration of the Variance, minimum shift staffing would return to the status quo ante. This Variance clarified that the status quo ante was 36 firefighters per shift. The Variance was scheduled to expire on December 31, 2010; in August 2010, the parties extended this expiration date to December 31, 2011. Following the expiration of the Variance, on January 1, 2012, the City increased minimum shift staffing to 36 firefighters per shift. On January 29, 2012, the City removed an ambulance from active service, thereby reducing minimum shift staffing back to 34. The Union filed the charge in Case No. S-CA-12-125 alleging that this action constituted repudiation of the parties' Agreement in light of the Variance.

By order of May 20, 2013, the Board deferred the Union's repudiation claim to arbitration, reasoning that deferral was proper under the National Labor Relation Board's

(NLRB) precedent in Collyer Insulated Wire, 192 NLRB 837 (1971), because contract interpretation was at the center of the charge.

II. ISSUES AND CONTENTIONS

In its motion to defer, the Union argues that deferral is appropriate for several reasons. First, the Union argues that the issue of whether minimum shift staffing involves a matter of inherent managerial authority must be resolved by an arbitrator because it is inextricably linked to the City's contention in Case No. S-CA-12-125 that the management rights clause in the parties' Agreement gives the City the right to unilaterally remove an ambulance from service. Furthermore, the Union argues that I am bound by the Board's deferral in Case No. S-CA-12-125 and must accept it as the law of the case because the instant charge involves the same parties. Finally, the Union states that failure to defer the instant charge would create a risk of contradictory results in the two matters regarding the determination of whether minimum shift staffing is a matter of inherent managerial authority.

In response, the City states that deferral is not appropriate because contract interpretation is not at the center of the instant charge, the basis of which is the Union's proposal to modify a successor agreement. The City argues that this issue has no relation to the terms of any current agreement. Furthermore, the City argues that deferral is not appropriate because arbitration is not available in this instance under the terms of the parties' agreement and the Union has not asserted a willingness to nonetheless arbitrate this dispute.

III. DISCUSSION AND ANALYSIS

Section 11 of the Act provides that the Board may defer an unfair labor practice charge to grievance arbitration if the charge involves the application of a collective bargaining agreement that contains a grievance procedure with binding arbitration as its final step. 5 ILCS 315/11(i) (2012). 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 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 charging party has voluntarily initiated a grievance.

Collyer concerns cases where the charging party has not initiated a contract grievance. The Collyer standard applies in the instant matter.

Under Collyer, deferral to grievance arbitration is appropriate, even where no grievance has been filed, when the following three conditions are present: (1) a question of contract interpretation lies at the center of the dispute; (2) the dispute arises within an established collective bargaining relationship where there is no evidence of enmity by the respondent; and (3) the respondent asserts a willingness to waive any and all procedural barriers to the filing of a grievance. Collyer Insulated Wire, 192 NLRB 837 (1971); and State of Illinois (Department of Central Management Services), 9 PERI ¶ 2032 (IL SLRB 1993). The Complaint for Hearing and the Union's Answer raise two issues for hearing: first, whether the Union's proposal on minimum shift staffing is a permissive subject of bargaining, and second, if so, whether the Union insisted to impasse on the proposal in violation of Sections 10(a)(4) and 10(a)(1) of the Act. Because a question of contract interpretation does not lie at the center of these issues, I find that deferral is not appropriate.[1]

To resolve the first issue, I must apply the balancing test set forth in Central City Education Association v. Ill. Educational Labor Relations Board, 149 Ill. 2d 496 (Ill. 1992), to determine whether the proposal on minimum shift staffing is a mandatory or permissive subject of bargaining. Village of Oak Lawn v. Illinois Labor Relations Board, 2011 IL App. (1st) 103417, ¶ 17 (citing County of Cook v. Illinois Labor Relations Board, 347 Ill. App. 3d 538, 545 (1st Dist. 2004)). Pursuant to that test, an issue is a mandatory subject of bargaining if it concerns wages, hours, or terms and conditions of employment and is not a matter of inherent managerial authority. Id. (citing City of Belvidere v. Illinois State Labor Relations Board, 181 Ill. 2d 191 (1998). In the event a matter concerns wages, hours, or terms and conditions of employment and is also a matter of inherent managerial authority, that matter will be deemed a mandatory bargaining subject only if the benefits that bargaining will have on the decision-making process outweigh the burdens it will impose on the employer's authority. Id. The resolution of this issue does not raise a question of contract interpretation. In Case No. S-CA-12-

[1] The Charging Party also argues that deferral is not appropriate because the parties' contract grievance procedures are not available in this instance. In support thereof, the Charging Party states that the parties' contractual grievance mechanism does not permit the City to file a grievance against the Union. The Charging Party further argues that this matter does not meet the definition of a "grievance" so as to be arbitrable under the parties' Agreement, and that any potential grievance filed by the City would be time-barred and the Union has not committed to waiving this time bar. However, because the first prong of the Collyer deferral standard is not met, it is unnecessary for me to address these arguments.

125, the Board determined that deferral was appropriate because resolving the Union's repudiation claim would require an Administrative Law Judge to first determine whether the City breached the Agreement and Variance. The Board emphasized that contract interpretation is central to this issue because the Agreement and Variance are open to more than one reasonable interpretation. However, no provision of the Agreement or Variance is at issue in the application of the Central City test. As the City correctly notes, the instant charge is based not on the parties' current Agreement, but rather on the Union's proposal to modify a *successor* agreement.

The Union argues that the issue of whether minimum shift staffing is a matter of inherent managerial authority must be resolved through arbitration because "[t]his determination is inextricably linked to the City's contention in [Case No. S-CA-12-125] that the [Agreement's] management rights clause provides it the right to unilaterally reduce shift manning requirements." This argument is premised on a misunderstanding of the managerial rights at issue in each charge. In its decision to defer to arbitration in Case No. S-CA-12-125, the Board decided that deferral was necessary to determine whether the management rights clause of the parties' Agreement, in light of the Variance, permitted the City to unilaterally remove an ambulance from service and thus reduce minimum shift staffing. Thus, the issue before the arbitrator in Case No. S-CA-12-125 is the City's *contractual* managerial rights; the Central City test instead relies on *inherent* managerial rights. Inherent means intrinsic or existing as an essential constituent or characteristic of a thing. The American Heritage Dictionary, 661 (2nd College ed. 1985). Thus, an inherent managerial right is an intrinsic right; it may exist outside of a contractual agreement and is not dictated by contractual managerial rights. An arbitrator's interpretation of the contractual managerial rights contained in the parties' Agreement has no bearing on the inherent managerial rights of the City during negotiations of a successor agreement. Contrary to the Union's assertion, the two are distinct issues and are not inextricably linked.

This distinction also resolves the Union's concern that failure to defer this matter may lead to contradictory results in the two cases. Though the Union alleges there is a risk that the Board in this case and the arbitrator in Case No. S-RC-12-125 will reach contradictory conclusions on the question of whether minimum shift staffing is an inherent managerial right, as discussed above the question at issue in Case No. S-RC-12-125 involves contractual rather than inherent managerial rights. Thus, the determination of whether the City had the right under the

parties' expired but still effective Agreement to remove an ambulance from service thus reducing minimum shift staffing cannot reasonably be in conflict with the determination of whether minimum shift staffing is a topic over which the parties must bargain in the future. Likewise, assuming that the Board's decision to defer to arbitration in another case between these parties on the issue of contractual managerial rights is the law of the case as to the instant charge, neither I nor the Board are thereby bound to defer in this case where the issue is the distinct question of inherent managerial rights under the application of Central City.

As to the second issue for hearing, whether the Union insisted to impasse on its minimum shift staffing proposal, it is likewise clear that resolution of this issue does not require the interpretation of the parties' Agreement. Instead, there are unresolved questions of law as to the point at which parties reach impasse in the context of Section 14 and whether the mere submission of a proposal on a permissive subject to an interest arbitrator constitutes an unfair labor practice. See Village of Bensenville, 14 PERI ¶ 2042 (IL SLRB 1998) ("[W]e hold that the mere submission to an interest arbitrator of a contract proposal pertaining to a permissive subject of bargaining does not violate the statutory duty to bargain in good faith."). But see Village of Wheeling, 17 PERI ¶ 2018 (IL LRB-SP 2001) (In finding that an employer had insisted to impasse on two proposals relating to permissive subjects of bargaining, the Board emphasized that there was no dispute that the parties, who were involved in interest arbitration proceedings pursuant to Section 14 of the Act, were at impasse.) and City of Elgin, 30 PERI ¶ 8 (IL LRB-SP 2013) (In a non-precedential decision, the Executive Director's dismissal of an unfair labor practice charge filed by the Union became final, with two members voting to uphold the dismissal on the grounds that the underlying issue was moot and two members voting to reverse the dismissal on the grounds that the charge raised an issue for hearing regarding whether the City insisted to impasse on a permissive subject.). The parties' Agreement, however, has no bearing on the issues of whether the parties were at impasse or whether the Union committed an unfair labor practice by submitting its proposal on minimum shift staffing to interest arbitration.

IV. CONCLUSIONS OF LAW

Deferral to arbitration is not appropriate in this case because a question of contract interpretation does not lie at the center of the instant dispute.

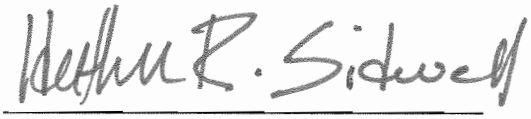
V. ORDER

IT IS HEREBY ORDERED that the Union's motion to defer to arbitration in this matter be denied.

VI. EXCEPTIONS

Pursuant Sections 1220.65(d) and 1200.135 of the Board' s Rules, parties may file exceptions to the Administrative Law Judge's Order and briefs in support of those exceptions no later than 30 days after service of this Order. Parties may file responses to exceptions and briefs in support of the responses no later than 15 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 Order. 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 at 160 North LaSalle Street, Suite S-400, Chicago, Illinois 60601-3103, and served on all other parties. 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 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 Chicago, Illinois, this 9th day of October, 2013,



Heather R. Sidwell
Administrative Law Judge
Illinois Labor Relations Board