

STATE OF ILLINOIS  
ILLINOIS LABOR RELATIONS BOARD  
LOCAL PANEL

Laura Foster,	)	
	)	
Charging Party	)	
	)	
and	)	Case No. L-CA-10-035
	)	
Chicago Transit Authority,	)	
	)	
Respondent	)	

**ADMINISTRATIVE LAW JUDGES'S RECOMMENDED DECISION AND ORDER**

On November 12, 2009, Laura Foster (Charging Party) filed an unfair labor practice charge in the above-captioned case with the Local Panel of the Illinois Labor Relations Board (Board) pursuant to Section 11 of the Illinois Public Labor Relations Act, 5 ILCS 315 (2010) as amended (Act), and the Rules and Regulations of the Illinois Labor Relations Board, 80 Ill. Admin. Code, Parts 1200 through 1240 (Rules) alleging that the Chicago Transit Authority (Respondent) had violated Section 10(a)(1) and (2) of the Act. The charges were investigated in accordance with Section 11 of the Act and on November 1, 2010 the Executive Director of the Board issued a Complaint for Hearing.

This case is scheduled for hearing on April 24, 25 and 26, 2012. The hearing had been rescheduled from earlier dates while the parties discussed the possibility of settlement. On February 8, 2012, the Respondent filed the Motion to Dismiss at issue. On February 22, 2012, the Charging Party filed a timely Response, and the Respondent subsequently filed a timely Reply on February 27, 2012. After full consideration of the parties' stipulations, evidence, arguments and briefs, and upon the entire record of the case, I recommend the following:

## I. BACKGROUND

On December 7, 2011, two conference calls took place between the parties and the Administrative Law Judge in advance of the hearing to discuss the issues presented in the case. Because the Charging Party was not represented by counsel, the Administrative Law Judge explained the elements alleged in the Complaint that she had to prove in order to prevail at hearing.<sup>1</sup> In addition, the Administrative Law Judge told her that if she met her burden of proof at hearing, the Act provides back pay for her suspension but not those for pain and suffering, or emotional damages that she wanted.<sup>2</sup> The Administrative Law Judge also informed both parties that the Act did not remedy those unfair labor practices which took place more than six months prior to the filing of the charge with the Board. Further, the Administrative Law Judge notified the Charging Party that she could seek to amend the Complaint, currently limited to the allegation of a retaliatory suspension in November 2009, by filing a Motion to Amend it. The Administrative Law Judge also reviewed the Board's procedures for issuance of subpoenas pursuant to 80 Ill. Admin. Code §1200.90.<sup>3</sup>

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<sup>1</sup> The Complaint alleged a violation of Section 10(a)(1) and (2) of the Act when the Charging Party was suspended for three days in November 2009 in retaliation for her protected activities including serving as a union official and steward who represented another bargaining unit member in a disciplinary meeting.

<sup>2</sup> Section 11(c) of the Act provides, in relevant part, as follows:

If, upon a preponderance of the evidence taken, the Board is of the opinion that any person named in the charge has engaged in or is engaging in an unfair labor practice, then it shall state its findings of fact and shall issue and cause to be served upon the person an order requiring him to cease and desist from the unfair labor practice, and to take such affirmative action, including reinstatement of public employees with or without back pay as will effectuate purposes of the Act. If the Board awards back pay, it shall also award interest at the rate of 7% per annum.

<sup>3</sup> To date, the Charging Party has not requested that the Board issue any subpoenas.

During the conference calls, Respondent inquired about filing a Motion to Dismiss the case. The Administrative Law Judge told both parties that she would seriously consider such a motion.

Later that same day, the Administrative Law Judge sent an email to the parties reiterating her prior statement that the Charging Party could file a Motion to Amend the Complaint. That email, in part, provides as follows:

I [the Administrative Law Judge] wanted to make certain that you understood that the Complaint at present goes through your 3 day suspension in November 2009. If you make a Motion to Amend the complaint, as the conference call indicated that you might do, I need to be aware of any change in your employment status. For example, the complaint does not indicate if you have been terminated, are on a leave of absence, or have resigned. A Motion to Amend the Complaint needs to tell me what you want to add to the Complaint and how it is related to the present case.

Ms. Lunde [Respondent's attorney] will have 5 days to respond to such a motion.

You will have another five days to reply to her response.

On December 14, 2011, in response to an email sent by the Charging Party, the Administrative Law Judge sent an email to both parties which contained the language below establishing a deadline by which the Charging Party had to file a Motion to Amend the Complaint:

\* \* \*

Ms. Foster [the Charging Party], during our conference call last week, you indicated that you intend to file a Motion to Amend the Complaint. ***The deadline for filing such a motion is Tues., January 31, 2012.*** (Emphasis in original). Although the hearing is in the process of being rescheduled to April 2012, this deadline is necessary in order to (sic) for you and Ms. Lunde [the Respondent's attorney] to respond and reply to this motion, as well as file other documents as you deem necessary.

To date, the Charging Party has not filed a Motion to Amend the Complaint.

In response to a January 3, 2012 email from the Administrative Law Judge confirming the April 2012 hearing dates, the Charging Party responded by email that she would “note the changes and continue working on the necessary documents.” In that exchange, the Charging Party also asked by what dates the parties should request subpoenas. The Administrative Law Judge wrote back by email the same day indicating the Charging Party should submit an application for subpoenas to her by March 1, 2012 so that the parties have sufficient time to address any issues that may arise.

On February 8, 2012, the Respondent filed a Motion to Dismiss the Complaint. The Motion states that since the issuance of the Complaint on November 1, 2010, the Charging Party and the Respondent have met with the intent of settling the dispute. It further maintains that the Respondent offered to make the Charging Party whole per the Complaint without admitting liability and remains willing to do so. In addition, the Respondent maintains that the Board issued a Complaint in the instant case although the Board Agent investigating the charge had indicated it was not necessary to file a position statement until further notice. The Respondent states that no such notice was given, and, consequently, the Complaint was issued without Respondent having filed a position statement.<sup>4</sup>

On February 22, 2012, the Charging Party filed a timely response to the Respondent’s Motion to Dismiss arguing that it should be denied on several grounds. The Charging Party strongly disagrees with the Respondent’s contention that it offered to make her whole without admitting liability. In particular, she states her understanding of a make-whole remedy as including payment of her workers’ compensation benefits and emotional damages. The Charging Party alleges that the Respondent asked her to present a “wish-list” of what she wanted

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<sup>4</sup> The Respondent did not make these allegations in the Answer which it timely filed with the Board in November 2010.

as part of a settlement to “drop” all issues in the case. She maintains that after doing so, the Respondent asked her to take less. Additionally, the Charging Party contends that the Respondent only added the terminology “without admitting liability” to a proposed settlement as an afterthought. The Charging Party added that if the Respondent no longer wants to settle on her terms, she wants to proceed to hearing.

In addition, the Charging Party claims that she was unaware the Administrative Law Judge had set a deadline of January 31, 2012 as the date by which she had to file a Motion to Amend the Complaint until she learned of it on February 15, 2012.<sup>5</sup> In explaining her failure to observe this deadline, the Charging Party was critical of the Administrative Law Judge’s failure to send out any “official” document establishing the January 31, 2012 deadline. While the Charging Party acknowledges seeing the email in February 2012 setting the January 31 deadline, she states that she was “under the impression” that she had more time because the hearing had been rescheduled to a later date. Further, she contends that it made no sense for her to file such a motion when the Respondent led her to believe it would settle all issues with her. The Charging Party also maintains that she has not filed a Motion to Amend the Complaint because the Respondent has failed to provide her with the records requested to complete it.

The Respondent’s Reply confirmed that it remains willing to make the Charging Party whole per the Complaint. That document specifies that the make-whole remedy consists of 38 hours of pay at Charging Party’s 2009 rate, plus applicable interest. The Respondent explains that this 38 hours of pay represents the pay the Charging Party would have earned had she not been suspended for three days in November 2009—eight hours each day for a total of 24 hours plus 14 hours for overtime worked the week of November 1, 2009.

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<sup>5</sup> On December 14, 2011, the Administrative Law Judge sent an email establishing the January 31, 2012 deadline. See supra text p. 3.

The Respondent's Reply emphasized that the Administrative Law Judge had informed the Charging Party via conference call on December 7, 2011 that the Complaint limited the wrongdoing alleged to the November 2009 suspension. It also stated that the Administrative Law Judge provided a written notification that the Charging Party had a deadline of January 31, 2012 to file a Motion to Amend the Complaint.

## **II. DISCUSSION AND ANALYSIS**

This case considers whether the Board has the authority to issue a dismissal based on a unilateral settlement. The Respondent has offered to make the Charging Party whole per the Complaint without admitting liability and remains willing to do so. In particular, the Respondent is willing to pay the Charging Party for her wages each of the three days of her November 2009 suspension plus the overtime she worked the week of November 1, 2009. The Charging Party does not agree to the offer, and instead wants to pursue this case before the Board to obtain additional monies.

The Board has the authority to enter into such a unilateral settlement. Once the Respondent makes the Charging Party whole based on the wrong alleged in the Complaint, the instant claim will become moot. Under Illinois law, a claim is moot when no actual controversy remains or events occur which make it impossible for a court to grant effectual relief. Dixon v. Chicago & North Western Transportation Co., 151 Ill. 2d 108, 115-116 (1992).

In the instant case, the Act authorized the Executive Director to issue the Complaint after he found dispositive issues of law or fact concerning the allegations that the Charging Party was suspended for three days on November 4, 2009 due to her protected activities.<sup>6</sup> When the

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<sup>6</sup> In relevant part, Section 11(a) of the Act provides as follows:

If after such investigation [of the charge,] the Board finds that the charge involves a dispositive issue of law or fact the Board shall issue a complaint.

Respondent pays the Charging Party in accordance with its offer and makes an adequate posting, those very issues will cease to exist. Given such circumstances, the issues will be moot.

The Charging Party's refusal to accept the terms which the Respondent offers stems from her fundamental misunderstanding of the Board's powers. The Charging Party insists on a hearing of the issues presented in the Complaint so that she can recover damages for the emotional harm which she attributes to the Respondent's violation of the Act. According to the Charging Party, such damages would make her whole, placing her in the position that she would have been in prior to the Respondent's wrongful conduct. However, the legislature did not grant the Board the broad authority which the Charging Party envisions.

In particular, the Board's remedial authority is limited to that set forth in Section 11 of the Act. If the Board concludes that an unfair labor practice has occurred, it must issue an order instructing a respondent to cease and desist and to take affirmative action, including reinstatement of the public employee with or without back pay.<sup>7</sup> The term "make-whole remedy" may include reinstatement and back pay.<sup>8</sup> Int'l Ass'n of Fire Fighters, Local 95 and Village of Oak Park, 18 PERI ¶2019 (IL LRB-SP 2002). The policy underlying the make-whole remedy in unfair labor practice cases is to restore the *status quo ante*, that is, place the parties in the same position they would have been in had the unfair labor practice not been committed.<sup>9</sup> Yurevich and State of Illinois, Dep't of Cent. Mgmt Services; Pugh and State of Illinois, Dep't of Cent. Mgmt Services, 25 PERI ¶170 (IL LRB-SP 2009). Nowhere does the Act authorize the

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<sup>7</sup> See n. 2 supra.

<sup>8</sup> The Charging Party's Response to Respondent's Motion to dismiss included a reference to a Recommended Decision and Order which used the term "make-whole remedy" in this way. See Local 8A-28A and CTA, 21 PERI ¶38 (IL LRB-LP, Gen. Counsel 2005).

<sup>9</sup> The determination of whether back pay must include overtime depends on whether such an award is necessary to put the charging party in the same position she/he would have been in had an unfair labor practice not occurred. SEIU, Local 11 and City of Crest Hill, 4 PERI ¶2030 (IL SLRB 1988).

payment of damages for emotional injury or pain and suffering. A make-whole remedy does *not* mean that a charging party can obtain such damages from the Board.

Thus, the Respondent's offer which the Charging Party rejected, communicated to the Board in the Motion to Dismiss at issue, is essentially providing the same remedy which would be available to the Charging Party if she were to prevail after a hearing.<sup>10</sup> Here, where the Complaint alleges the Respondent violated the Act by suspending the Charging Party for three days in November 2009, the Charging Party's potential recovery after hearing is back pay for those three days.<sup>11</sup> The Act does not authorize any payments to her for emotional damages or pain and suffering.

Under such circumstances, it is appropriate to accept the Respondent's unilateral settlement and dismiss the Complaint. Adoption of this unilateral settlement procedure is consistent with the actions of other agencies—specifically, the Illinois Educational Labor Relations Board (IELRB), and the National Labor Relations Board (NLRB)—which also administer statutes governing labor relations. In Coon v. IELRB, 267 Ill. App. 3d 669, 671 (4<sup>th</sup> Dist. 1994) aff'g, 10 PERI ¶1043 (IL ELRB 1994), the Illinois Appellate Court recognized that the IELRB had the authority to issue a dismissal based on a unilateral settlement.

More recently, in 2010, the IELRB explained the basis for such authority: the Executive Director's authority to issue complaints and to dismiss charges and complaints implicitly includes the authority to dismiss a charge or complaint when the *charged party* has agreed to a settlement which adequately remedies the misconduct alleged. SIUC Faculty Association, IEA-NEA, and Board of Trustees, Southern Illinois University at Carbondale, 26 PERI ¶53 (IL ELRB

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<sup>10</sup> It only differs in that Respondent's Motion to Dismiss provides that it offered back pay and overtime to the Charging Party without admitting liability. This point will be addressed summarily.

<sup>11</sup>The Respondent is not disputing the payment of certain overtime during the week of the Charging Party's absence.

2010). The IELRB reasoned that under such circumstances, there remained no issue of law or fact sufficient to warrant a hearing, and the Executive Director should dismiss the complaint following his determination that the *charged party* has complied with the settlement.

The IELRB has been dismissing complaints based on unilateral settlements for more than two decades. See e.g., Sandwich Community Unit School District No. 430, 17 PERI ¶1051 (IL ELRB 2001); Minooka Community Consolidated School District 201, 9 PERI ¶1005 (IL ELRB 1992); Fox Lake School District 114, 8 PERI ¶1094 (IL ELRB 1992); Dekalb Unit School District 428, 5 PERI ¶1192 (IL ELRB 1987).

The appropriate standard in assessing a proposed unilateral settlement is whether the proposed settlement provides *adequate* relief, *not complete* relief, to a charging party. SIUC Faculty Association, IEA-NEA, and Board of Trustees, Southern Illinois University at Carbondale, 26 PERI ¶53 (IL ELRB 2010); Sandwich Community Unit School District No. 430, 17 PERI ¶1051 (IL ELRB 2001). Factors to be considered in determining whether to approve a unilateral settlement include the following: the risks involved in protracted litigation, early restoration of collective bargaining harmony, conservation of Board resources, and an evaluation of the factual and legal merits of the case.<sup>12</sup> See, SIUC Faculty Association, IEA-NEA, and Board of Trustees, Southern Illinois University at Carbondale, 26 PERI ¶53 (IL ELRB 2010); Sandwich Community Unit School District No. 430, 17 PERI ¶1051 (IL ELRB 2001).

Consistent with this standard, the IELRB has approved unilateral settlements even though they contained a non-admissions clause. See e.g., Minooka Community Consolidated School District 201, 9 PERI ¶1005 (IL ELRB 1992); Zion School District No. 6, 7 PERI ¶1065 (IL ELRB 1991). The inclusion of such a provision is strongest in the absence of recidivist conduct

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<sup>12</sup> The Board has considered its limited resources, among other factors, in dismissing unfair labor practice cases. See e.g. Wiggins and Chicago Transit Authority, 21 PERI ¶124 (IL LRB-LP 2005) (“[I]t would not effectuate the purposes of the Act to devote the Board’s limited resources to further proceedings”).

by the respondent, but this conduct has not precluded the IELRB's acceptance of a unilateral settlement. See, SIUC; Minooka; Zion. Here, if the Respondent made the Charging Party whole per the Complaint without admitting liability, it would be an adequate remedy for the unfair labor practice alleged.

The Board's acceptance of unilateral settlements is also supported by practices of the National Labor Relations Board (NLRB). The U.S. Supreme Court in NLRB v. United Food and Commercial Workers Union, Local 23, 484 U.S. 112, 126 (1987) upheld the authority of the General Counsel of that agency to dismiss a complaint based on an informal settlement which a charging party opposed. Id. The Supreme Court's decision reasoned that this authority is an extension of the General Counsel's unreviewable discretion to file and withdraw a complaint. Id. While the Board differs from the NLRB in that it does not have prosecutorial powers, the Supreme Court's reasoning applies here. See, Zion, at n. 2.

In addition, the Board's acceptance of unilateral settlements is consistent with its statutory authority. It is well settled in Illinois that administrative agencies have the power to do all that is necessary to carry out their statutory powers or duties. Lake County Board of Review v. Property Tax Appeal Board, 119 Ill. 2d 419, 427 (1988); Illinois Federation of Teachers v. Board of Trustees, 191 Ill. App. 3d 769, 774 (4<sup>th</sup> Dist. 1990); Fox Lake Grade School District 114, 8 PERI ¶1094 (IL ELRB 1992). As the Illinois Supreme Court observed, "wide latitude must be given to administrative agencies in fulfilling their duties." Lake County Board, 119 Ill. 2d at 428. Section 2 of the Act declares that its purpose is "to regulate labor relations between public employers and employees." The unilateral settlement is one tool available to the Board in fulfilling this goal.

It must be emphasized that even if the Charging Party had moved to amend the Complaint by the January 2012 deadline, she would not have prevented Respondent from filing a motion to dismiss at a later date. The Charging Party's Response to Respondent's Motion to Dismiss included allegations that Respondent engaged in improper conduct more than six months prior to the filing of the Charge. A timely motion to amend the Complaint may have resulted in an amended complaint which included such allegations in order to shed light on the true character of events occurring within the limitations period.<sup>13</sup> Panikowski and PACE Northwest Division, 25 PERI ¶188 (IL LRB-SP 2009) (quoting Bryan Manufacturing Co., 362 U.S. 411, 416-17 (1960)) aff'd, PACE Northwest Division v. ILRB, 26 PERI 133, (1<sup>st</sup> Dist. 2010). However, events occurring before the six month statute of limitations period are not matters which the Board is authorized to redress. Id. Consequently, a motion to dismiss filed at a subsequent time may have been granted.

The issue which the Charging Party raised in her Response to the Motion to Dismiss concerning her representation before the Board needs to be addressed. However, resolution of this issue does not change the outcome of the Motion to Dismiss. In the Charging Party's Response, she argued that the International Union of Painters and Allied Trades, Local 8A-28A (Union) is obligated to pay for her representation in these proceedings before the Board, and implied that the Board also has a duty to provide her with representation.<sup>14</sup>

The Act does not obligate the Union to provide the Charging Party with representation or pay in these proceedings before the Board. It is well settled law that a union's duty of fair

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<sup>13</sup> Section 11(a) of the Act provides, in relevant part, as follows:

[N]o complaint shall issue based upon any unfair labor practice occurring more than six months prior to the filing of a charge with the Board.

<sup>14</sup> When the Charge underlying the instant Complaint was filed naming Foster as the Charging Party in November 2009, she was represented by the Union's attorney at no cost to her. However, in May 2011 the Union's attorney withdrew his representation due to a conflict of interest.

representation stems from its status as the exclusive bargaining representative. Nowak and Chicago Fire Fighters Union, Local 2, Int'l Ass'n of Firefighters, AFL-CIO, 5 PERI ¶3023 (IL LLRB Gen. Counsel 1989) (citing Steele v. Louisville & Nashville Railroad, 323 U.S. 192, 204 (1944)); Greer and Chicago Teachers Union, 28 PERI ¶102 (IL ELRB 2011) (citing Jones v. IELRB, 272 Ill. App. 3d 612, 621 (1<sup>st</sup> Dist. 1995)). A union's duty of fair representation extends only to those activities connected with its duties as such, and does not extend to pursuits outside the grievance mechanism of the collective bargaining agreement. Nowak, 5 PERI ¶3023 (held that Act did not obligate union to represent charging party before Pension Board); Greer, 28 PERI 102 (held that IELRA did not obligate union to represent charging party in any forum outside of grievance procedure).

Moreover, the Act does not obligate the Board to provide representation to the Charging Party. The governing provision of the Board's Rules, 80 Ill. Admin. Code ¶1220.105, states that a charging party may file a request for appointment of counsel upon filing a charge, and must accompany said request with an affidavit attesting to the individual's inability to pay based on the standards established in Table A. Id. During the course of these proceedings, the Charging Party has not made such a request, nor established that she meets the income threshold set forth in the Board's Rules.

Based upon the foregoing discussion, the Respondent's unilateral settlement is adopted. In accordance with this unilateral settlement, the Respondent shall make the Charging Party whole per the Complaint. This make-whole remedy consists of 38 hours of pay and posting of the attached notice.

### III. CONCLUSIONS OF LAW

1. The Board has the authority to dismiss a complaint for hearing based on a respondent's offer of a settlement if the Board finds the settlement offer provides a charging party an adequate remedy for the violation alleged in the complaint.
2. The Respondent Chicago Transit Authority's unilateral offer of settlement provides Charging Party Laura Foster with an adequate remedy for the violation alleged in the complaint.

### IV. RECOMMENDED ORDER

I recommend that the Complaint issued in this matter be dismissed in its entirety pending Respondent Chicago Transit Authority's submission of adequate proof that it has implemented or made a good faith effort to implement the terms of its offer of settlement and the provisions set forth below.<sup>15</sup> Should Respondent Chicago Transit Authority fail to submit such proof within 30 days of receipt of the Board's final order, a date will be set for hearing on the Complaint.

IT IS HEREBY ORDERED that the Respondent, Chicago Transit Authority, its officers and agents shall:

1. Cease and desist from:
  - (a) Interfering with, restraining or coercing Laura Foster, or any of its other employees by discharging or disciplining them because they are engaging in or have engaged in, protected activity, including the filing of grievances.
  - (b) In any like or related manner, interfere with, restrain or coerce any of the Respondent's other employees in the exercise of their rights guaranteed under the Act.
2. Take the following affirmative action necessary to effectuate the policies of the Act:

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<sup>15</sup> I reached this recommendation based only on the Respondent's unilateral settlement. The Respondent waived the argument concerning the conduct of the investigation when it failed to raise that defense in its Answer to the Complaint filed in November 2009. Illinois Fraternal Order of Police Labor Council and County of St. Claire and Sheriff of St. Claire County, 28 PERI 18 (IL LRB-SP 2011).

The hearing scheduled for April 24, 25 and 26, 2012 is cancelled.

- (a) Rescind the suspension of Laura Foster, issued on or about November 4, 2009.
- (b) Make Laura Foster whole for losses incurred as a result of her suspension consisting of backpay at seven percent per annum, calculated and compounded from the date of her suspension beginning on November 4, 2009 until she is made whole for said suspension and any overtime lost as a result thereof.
- (c) Expunge from Respondent's files any reference to the complained of suspension of Laura Foster and notify her in writing both that this has been done and that evidence of the suspension will not be used as a basis for future personnel actions against her.
- (d) Preserve, and upon request, make available to Laura Foster for examination and copying, all records, reports, and other documents necessary to analyze the amount of backpay due, or other compensation to which Laura Foster may be entitled.
- (e) Post at all places where notices to employees are normally posted, copies of the notice attached hereto. 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.
- (f) Notify the Board in writing, within 20 days from the date of this Decision, of the steps Respondent has taken to comply herewith.

### EXCEPTIONS

Pursuant to Section 1220.60 of the Rules, parties may file exceptions to the Administrative Law Judge's Recommendation 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 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 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 Board's General Counsel, 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. 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 on April 9, 2012.**

**Illinois Labor Relations Board,  
Local Panel**

A handwritten signature in cursive script that reads "Eileen L. Bell". The signature is written in black ink and is positioned above a horizontal line.

**Eileen L. Bell**

**Administrative Law Judge**

# NOTICE TO EMPLOYEES

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## FROM THE ILLINOIS LABOR RELATIONS BOARD

The Chicago Transit Authority hereby notifies our employees that:

WE WILL NOT interfere with, restrain, or coerce Laura Foster, or any of our other employees, by discharging or disciplining them because they are engaging in or have engaged in, protected activity, including the filing of grievances.

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

WE WILL rescind the suspension of Laura Foster, issued on or about November 4, 2009.

WE WILL make Laura Foster whole for losses incurred as a result of her suspension, consisting of backpay with interest at seven percent per annum, calculated and compounded from the date of her suspension beginning November 4, 2009 until she is made whole for said suspension and any overtime lost as a result thereof.

WE WILL expunge from our files any reference to the complained of suspension of Laura Foster and notify her in writing both that this has been done and that evidence of the suspension will not be used as a basis for future personnel actions against her.

WE WILL preserve, and upon request, make available to Laura Foster for examination and copying, all records, reports, and other documents necessary to analyze the amount of back pay due, or other compensation to which Laura Foster may be entitled.

This notice shall remain posted for 90 consecutive days at all places where notices to employees are regularly posted.

Date of Posting: \_\_\_\_\_

Chicago Transit Authority

By: \_\_\_\_\_  
as agent for Chicago Transit Authority

## 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

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

STATE OF ILLINOIS  
ILLINOIS LABOR RELATIONS BOARD  
LOCAL PANEL

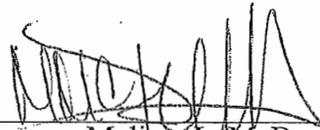
Laura Foster,	)	
	)	
Charging Party	)	
and	)	Case No. L-CA-10-035
	)	
Chicago Transit Authority,	)	
	)	
Respondent	)	

AFFIDAVIT OF SERVICE

I, Melissa L. McDermott, on oath state that I have this 9<sup>th</sup> day of April, 2012, served the attached **ADMINISTRATIVE LAW JUDGE'S RECOMMENDED DECISION AND ORDER** issued in the above-captioned case on each of the parties listed herein below by depositing, before 5:00 p.m., copies thereof in the United States mail at 100 West Randolph Street, Chicago, Illinois, addressed as indicated and with postage for regular mail.

Ms. Laura Foster  
2454 East Lake Shore Drive  
Crown Point, Indiana 46307-8503

Ms. Kathleen Lunde  
Chicago Transit Authority  
567 West Lake Street  
Sixth Floor  
Chicago, Illinois 60661

  
\_\_\_\_\_  
Melissa L. McDermott, ILRB

**SUBSCRIBED** and **SWORN** to  
Before me this 9<sup>th</sup> day of  
**April, 2012.**



\_\_\_\_\_  
**NOTARY PUBLIC**

