

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

Associated Firefighters of Matteson,)	
Local 3086, IAFF,)	
)	
Charging Party)	
)	Case No. S-CA-14-081
and)	
)	
Village of Matteson,)	
)	
Respondent)	

ADMINISTRATIVE LAW JUDGE’S RECOMMENDED DECISION AND ORDER

On November 15, 2013, the Associated Firefighters of Matteson, Local 3086, IAFF (Union) filed a charge with the Illinois Labor Relations Board’s State Panel (Board) alleging that the Village of Matteson (Village or Respondent) engaged in unfair labor practices within the meaning of Sections 10(a)(4) and (1) of the Illinois Public Labor Relations Act (Act) 5 ILCS 315 (2012). The charge was investigated in accordance with Section 11 of the Act. On June 27, 2014, the Board’s Executive Director issued a Complaint for Hearing. On January 26, 2015, the Board issued a written decision in City of Wheaton, addressing the same issue of law raised by the instant Complaint. City of Wheaton, Case No. S-CA-14-067 (IL LRB-SP ALJ 2014), aff’d, ___ PERI ¶ ___ (IL LRB-SP 2015).¹ The Complaint in this case is dismissed based on the Board’s decision in City of Wheaton for the reasons set forth below.

I. Background

The Complaint alleges that the Respondent violated Sections 10(a)(4) and (1) of the Act by insisting to impasse on a permissive subject of bargaining when it submitted a proposal concerning a permissive subject of bargaining to an interest arbitrator for consideration. The Complaint alleges that the proposal at issue addresses a permissive subject of bargaining because it “represents a waiver of the Charging party’s right to bargain over health insurance.” Under

¹ Available on the Board’s website: <http://www.state.il.us/ilrb/subsections/pdfs/BoardDecisions/S-CA-14-067.pdf>

that proposal, the Respondent “reserves the right to change or provide alternate insurance carriers, health maintenance organizations, preferred providers or benefit levels or to self-insure as it deems appropriate for the insurance coverage...so long as such change is equally applicable to management and non-contract employees alike and such coverage includes some form of medical, dental, prescription and disability insurance income.” The proposal further provides that the Respondent “will not be responsible for changes unilaterally imposed by an insurance provider in benefits, co-payment provisions or deductibles so long as the Village uses its best efforts to minimize changes by incumbent insurance providers.”

II. Discussion and Analysis

The Complaint is dismissed because it fails to state a claim under the Board’s most recent decision in City of Wheaton. In that case, the Board held that “submission of a permissive subject of bargaining to interest arbitration does not, in and of itself, violate the duty to bargain in good faith.” City of Wheaton, Case No. S-CA-14-067 (IL LRB-SP ALJ 2014), aff’d, ___ PERI ¶ ___ (IL LRB-SP 2015) (reaffirming the Board’s decision in Village of Bensenville); see also Vill. of Bensenville, 14 PERI ¶ 2042 (IL LRB-SP 1998) and Vill. of Hazel Crest, 26 PERI ¶ 146 (IL LRB-SP 2010). Here, the Complaint alleges that the Respondent violated the duty to bargain in good faith by insisting to impasse a permissive subject of bargaining. The sole basis for that assertion is the Respondent’s submission of its alleged permissive proposal to the interest arbitrator. Thus, this case must be dismissed under City of Wheaton because the Respondent’s alleged actions do not violate the Act as a matter of law.

III. Conclusions of Law

The Respondent did not violate Sections 10(a)(4) and (1) of the Act when it submitted its health care proposal to the interest arbitrator.

IV. Recommended Order

The Complaint is dismissed.

V. Exceptions

Pursuant to Section 1200.135 of the Board's Rules, parties may file exceptions to the Administrative Law Judge's Recommended Decision and Order 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 General Counsel of the Illinois Labor Relations Board, 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. 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 28th day of January, 2015

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ISI Anna Hamburg-Gal

**Anna Hamburg-Gal
Administrative Law Judge**