Summer 2008

Vol. 25, No. 3

Susan J. Willenborg
Illinois Educational Labor Relations Board

Illinois Public Employee Relations
>> REPORT
Summer 2008 • Volume 25, Number 3

Labor Relations Issues in the Public Sector Electronic Workplace

By Susan J. Willenborg

I. Introduction

In recent years, the public sector workplace has become increasingly computerized. For example, Niles Township High School District No. 219 is gradually becoming paperless.[1] "All material is stored on the web, and every computer is connected to the [district's internal] intranet."[2] Consequently, "[t]here are twenty-seven positions in the District's Technology Department."[3] As computers have proliferated, e-mail has become an important means of communication,[4] and new positions have been created devoted to technological matters.

These developments raise questions as to how labor relations issues should be managed in this new, increasingly computerized setting. This article will discuss the case law concerning three such issues: 1) technology personnel as confidential employees, 2) restrictions on union access to e-mail and 3) computer use policies as a subject of bargaining.

II. Technology Personnel as Confidential Employees

As the public educational workplace has become computerized, a practice has developed among employers' administrators to store labor relations information on their workstation hard drives or the employer's computer network and to communicate concerning labor relations matters via e-mail.[5] This has raised the issue of whether technology personnel are "confidential employees" based on their actual or potential exposure to that labor relations information.

Both the Illinois Educational Labor Relations Act ("IELRA") and the Illinois Public Labor Relations Act ("IPLRA") exclude "confidential employees" from the definition of employees who are covered by those acts.[6] The definition of "confidential employee" in the two statutes is similar. Section 2(n) of the IELRA[7] defines "confidential employee" as

> an employee, who (i) in the regular course of his or her duties, assists and acts in a confidential capacity to persons who formulate, determine and effectuate management policies with regard to labor relations or who (ii) in the regular course of his or her duties has access to information relating to the effectuation or review of the employer's collective bargaining policies.

Section 3(c) of the IPLRA[8] defines "confidential employee" as

> an employee who, in the regular course of his or her duties, assists and acts in a confidential capacity to persons who formulate, determine, and effectuate management policies with regard to labor relations or who, in the regular course of his or her duties, has authorized access to information relating to the effectuation or review of the employer's collective bargaining policies.

The seminal case in the Illinois public sector considering whether technology personnel should be classified as "confidential employees" and excluded from statutory protection is *Woodland Community Unit School District*.[9] In *Woodland*, the Illinois Educational Labor Relations Board, with Chairman Gerald Berendt and Member Michael Gavin dissenting, determined that a Technology Coordinator was a confidential employee under the second, "access," prong of the definition. The IELRB found that the Technology Coordinator had authority to access and repair the employer's computers, back-up system, and all computer files, including those of the superintendent, to "make sure [the files] have not been corrupted."[10] The Board further found that the Technology Coordinator's access to all files was a prerequisite to performing necessary maintenance and repair functions.[11] Once a file was displayed on a computer screen, it would almost invariably be read.[12] Moreover, the Technology Coordinator was the sole employee responsible for assigning and maintaining all network user names and passwords.[13]

The IELRB also found that the Technology Coordinator's job description clearly contemplated that she

INSIDE

Recent Developments 9

would have access to confidential collective bargaining information.[14] The job description provided that one of the Technology Coordinator's "essential duties and responsibilities" was to maintain strict confidentiality with respect to "information relating to . . . the effectuation or review of the District's collective bargaining policies."[15]

Chairman Berendt and Member Gavin dissented. They argued that although the Technology Coordinator was responsible for the system that provided security and confidentiality, her job description did not afford her routine access to confidential information concerning collective bargaining policies.[16] The IELRB's decision in *Woodland* was affirmed by the Illinois Appellate Court in an unpublished order.

The IELRB next considered whether technology personnel were confidential in *Lake County Area Vocational System*.[17] The positions at issue in *Lake County* were those of Senior Technician/Network Administrator and Associate Technician/Associate Network Administrator ("Technicians").[18] The Technicians were "responsible for the operation and maintenance of the employer's computer network."[19] The IELRB found that the Technicians "ha[d] access to each employee's username and network password and determine[d] the level of security access each employee [would] have to the [e]mployer's network."[20] The Board further found that "the Technicians [could] access any employee's computer workstation and any of the files the employee ha[d] saved to the workstation hard drive or to the [e]mployer's network."[21] Moreover, "the Technicians' job responsibilities include[d] routinely monitoring all of the employees' use of the [e]mployer's network."[22]

The IELRB did not decide in *Lake County* whether the disputed Technicians were confidential employees, but remanded the case for an evidentiary hearing. In so doing, it set forth a test to be applied in cases concerning the confidential status of technology employees:

> When deciding Unit Clarification petitions involving employees who are responsible for the operation and maintenance of an educational employer's computer system, we will consider, but are not limited to considering, the following factors: 1) whether there is evidence of actual access to confidential collective bargaining information in the regular course of duties; 2) job description, and 3) the employee's day-to-day activities.[23]

The IELRB further held that, "where access to confidential information is merely incidental to an employee's primary duties, such as [where] a custodian empties a superintendent's wastebasket," that employee is not confidential.[24] Moreover, where a position is well established temporally, the IELRB would weigh heavily "evidence of actual access to confidential labor relations material as part of the employee's job," since even "sporadic" performance of confidential duties can render an employee's status confidential if it is part of the regular course of employee's duties.[25] The IELRB also noted that it would closely scrutinize cases where multiple technicians handle confidential information.[26] Because the unit clarification petition involved in *Lake County* was withdrawn on April 16, 2004, there is no IELRB decision finally adjudicating the confidential status of the Technicians.

In *Support Council of District 39 v. IELRB*,[27] the IELRB Executive Director issued a Recommended Decision and Order finding that a computer network manager was a confidential employee and, accordingly, denying the union's unit clarification petition seeking to add the position to the bargaining unit.[28] On review by the IELRB, there was no majority. Therefore, the IELRB issued an order providing that the Executive Director's Order was the final order of the agency but did not have precedential effect.

On review, the Illinois Appellate Court determined that the computer network manager was a confidential employee.[29] The court found that the computer network manager had full access to the employer's computer system and "engaged in routine monitoring of network use by employees."[30] The court noted that the computer network manager retrieved lost data and "engaged in district-wide repair and maintenance of computer network systems. The court found that the computer network manager "sees, manipulates, reads and develops reports from all data on all district computers, including confidential material pertaining to labor relations."[31] The court found that the regular duties of the position included providing assistance on the network in a confidential capacity to the employer's top administrators.[32] The court concluded that the computer network manager was a confidential employee under both prongs, labor nexus and

---

Susan J. Willenborg is the Associate General Counsel of the Illinois Educational Labor Relations Board. She began working for the Board in 1984 as a Hearing Officer, and subsequently as a Board Attorney. She has also served as Acting General Counsel. Prior to her employment by the Board, she worked at Jacobs, Burns, Sugarman & Orlove. She is a graduate of Carleton College and the University of Chicago Law School.

The views expressed in this article are those of the author and do not necessarily represent those of the Illinois Educational Labor Relations Board.

access, of the statutory definition.

In *Glenview Community Consolidated School District No. 34*,[33] the IELRB considered whether the Administrative Assistant to the Director of Technology was a confidential employee. The IELRB found that the administrative assistant provided day-to-day technology support for the employer's administrative office, including first level troubleshooting, but that a large portion of her duties were administrative.[34] The IELRB determined that close scrutiny was warranted because of the number of technology employees.[35] In contrast to the technology coordinator in *Woodland*, the employer failed to demonstrate that the administrative assistant accessed all files to maintain the computer system and ensure that it was operating properly.[36] The evidence established only that the administrative assistant gave other employees access to the employer's computer system, although documents that she might encounter while troubleshooting, retrieving or repairing them could include labor relations documents.[37] The IELRB noted that the employer's former Executive Director of Human Resources had admitted that she had not shown the administrative assistant or the former network technician, whose position was incorporated into the administrative assistant's position, any labor relations documents.[38] The IELRB stated that it required that "real and more than incidental access will occur in the regular course of [the employee's] duties."[39] The IELRB concluded that the administrative assistant was not a confidential employee.

The Appellate Court affirmed the IELRB's decision.[40] The court stated that although theoretically the administrative assistant could have access to confidential collective bargaining information, there was no evidence showing that the administrative assistant had "actual authorized, unfettered access to confidential collective bargaining information" in the regular course of her duties.[41] Additionally, the administrative assistant's day-to-day activities primarily involved general administrative duties. The court determined that the IELRB did not act arbitrarily in applying greater scrutiny due to the number of technicians.[42]

Most recently, in *Niles Township High School District No. 219*,[43] this author, sitting as Administrative Law Judge, considered whether a Systems and Networking Engineer, a Senior Programmer/Analyst and a WWW Communications Assistant were confidential employees. The Systems and Networking Engineer was the administrator of the employer's network. He managed the employer's servers and the access to those servers, assisted in storing information on the network, repaired and maintained the network, retrieved or restored confidential data on the network, and was responsible for the e-mail system.[44] The Senior Programmer/Analyst kept track of all of the employer's financial and student databases and services; developed databases; and performed web development, installation and upgrades of programs and analytical functions.[45] The WWW Communications Assistant's duties included "developing, implementing, troubleshooting and supporting all the [employer's] internal and external web sites, as well as any related databases."[46] She assisted in repairing, restoring and maintaining the web, and backed up and restored data.[47]

The ALJ concluded that none of these employees were confidential employees under the first, labor nexus, prong of the statutory definition. The ALJ stated that gathering information is insufficient to establish confidential status, and that information concerning grievances is not the type of information protected by Section 2(n) of the IELRA.[48] Although the Director of Technology had asked the employees to restore data, the ALJ found no indication that they were given access to how the data was to be used,[49] and that the employees had been asked to investigate improper computer use related only to general business or disciplinary matters, which was insufficient to establish confidential status.[50]

The ALJ also concluded that the Systems and Networking Engineer was not a confidential employee under the second, access, prong of the statutory definition. Key to the Administrative Law Judge's conclusion was the Systems and Networking Engineer's testimony that he had not read information concerning negotiations unless he was told to do so, and that during his six years of employment in the position he had not been told to do so.[51]

Similarly, the ALJ concluded that the WWW Communications Assistant was not a confidential employee under the access prong. The ALJ relied on the WWW Communications Assistant's testimony that she had not "read confidential information on pass-word protected sites concerning meeting minutes, negotiations, grievances or bargaining unit related materials," or any of the Assistant Superintendent for Human Resources' documents.[52] Further, in her five years of employment in that position, the WWW Communications Assistant did not remember coming across any documents related to negotiations or grievances and she would not have reason to read a document from the employer concerning what it was willing to offer in negotiations.[53]

The ALJ noted that the job description for the WWW Communications Assistant contained the following language: "Develops, maintains and supports District internet and intranet, including information relating to the effectuation or review of

District 219's bargaining policies."[54] However, in light of the WWW Communications Assistant's testimony that she had not read confidential information concerning negotiations, the ALJ construed this job description as providing only that the WWW Communications Assistant "develops, maintains and supports sites containing information related to negotiations, and not that her duties require her to read such information."[55]

However, the ALJ concluded that the Senior Programmer/Analyst was a confidential employee under the access prong. The ALJ found that the Senior Programmer/Analyst was asked to prepare reports for negotiations, which could include spreadsheets stating the cost of giving a specified amount in negotiations. The ALJ determined that this duty gave the Senior Programmer/Analyst access not only to the underlying information, but also to what amounts the employer was considering offering.[56]

The IELRB affirmed the Administrative Law Judge's decision in its entirety.[57] The employer has appealed the case to the Appellate Court.

After creating an exclusion for technological personnel in *Woodland*, the IELRB has progressively narrowed that exclusion. *Support Council of District 39 v. IELRB*,[58] which held a computer network manager to be a confidential employee, can be viewed as limited to its particular facts, where the court found that the employee "sees, manipulates, reads and develops reports from all data on all district computers, including confidential material pertaining to labor relations."[59] This trend is consistent with Illinois court decisions stating that the confidential exclusion is narrowly interpreted because classifying an employee as confidential precludes him or her from exercising the panoply of rights set forth in the IELRA.[60] The purpose of the IELRA is to "promote orderly and constructive relationships between all educational employees and their employer," and the General Assembly has determined that the overall policy may best be accomplished by "granting to educational employees the right to organize and choose freely their representatives."[61] Therefore, in accordance with statutory policy and decisions of the Illinois Appellate Court, technology personnel should not be excluded from the protections of the IELRA as confidential employees where there are plausible grounds for not regarding them as confidential.

The Illinois Labor Relations Board and its predecessors, the Illinois State Labor Relations Board and the Illinois Local Labor Relations Board, have not ruled on whether technology personnel are confidential employees within the meaning of Section 3(c) of the IPLRA. However, those issues have been addressed by Administrative Law Judges and the ILRB's Executive Director.[62]

In *County of Christian*,[63] an ISLRB ALJ determined that a computer network administrator was not a confidential employee. The ALJ found that there was no information on the employer's computer network dealing with sensitive matters arising from the collective bargaining process. As no exceptions were filed, the ISLRB made the Administrative Law Judge's non-precedential decision final and binding on the parties.

In *State of Illinois, Department of Central Management Services* (*Department of Corrections*),[64] the Acting Executive Director of the ILRB determined that an Information Systems Analyst II was a confidential employee under both prongs of the definition in the IPLRA. The Information Systems Analyst II acted in a confidential capacity to the Bureau Manager of Personnel when he set up databases and prepared reports, and had access to confidential labor relations material when he installed and updated files on certain workstation computers.

On review, the ILRB, State Panel found that the circumstances in which the unit clarification procedure could be used were not present, and dismissed the unit clarification petition. The Illinois Appellate Court, on review, determined that the State could file a unit clarification petition to remove a confidential employee from a bargaining unit at any time and reversed the decision of the State Panel.[65] The court did not determine whether the Information Systems Analyst II was a confidential employee, but remanded to the State Panel to make that determination. After the case was remanded, the petition was withdrawn, so no precedential determination was made concerning the confidential status of the position.

In *Rockford Housing Authority*,[66] an ILRB ALJ determined that a Management Information System Support Technician and Desktop Support Technician were not confidential employees. The ALJ stated that neither employee had been given permission to access any information relating to labor relations, and that their access to the employer's confidential labor relations information was only incidental to their primary duties. As no exceptions were filed, the Illinois Labor Relations Board, State Panel made the Administrative Law Judge's non-precedential decision final and binding on the parties.

The Acting Executive Director's decision in *State of Illinois, Department of Central Management Services* (*Department of Corrections*) may not be wholly consistent with case law under the IELRA. This decision did not stand on review. Otherwise, while non-precedential, the decisions under the IPLRA are consistent with the decisions under the IELRA. The exclusion for confidential employees should be narrowly interpreted for technology personnel under both

statutes.

III. Restrictions on Union Access to E-Mail

In light of the reality that e-mail has become an important means of communication in the public sector workplace, employers have adopted policies concerning e-mail use, which may bear on union communications. The legality of such policies has not been tested in the Illinois public sector, but they have been considered in other jurisdictions, and these cases may serve as a guide for in Illinois public sector decisions. The general result has been that an employer may not discriminatorily apply an e-mail use policy against union communications.

However, there is some case law finding violations on a broader basis. In *Florida Board of Education*,[67] the Florida Public Employees Relations Commission adopted the hearing's officer's recommended order finding that the employer's policies prohibiting use of the e-mail system for union solicitation constituted an overly broad no-solicitation rule. The hearing officer found that the policies contained no provision for employees to solicit fellow employees in work areas on non-work time. The hearing officer stated that, for example, if a faculty member chose to eat lunch in his or her office, the faculty member's office would become a non-work area during the lunch period.

Administrative Law Judges of the California Public Employment Relations Board have found violations based on specific statutory language. of the California Educational Employment Relations Act and the California Higher Education Employer-Employee Relations Act. In *Delano Union Elementary School District*,[68] for example, the ALJ relied Section 3543.1(b) of the California Educational Employment Relations Act in finding a violation. Section 3543.1(b) provides that "employee organizations shall have...the right to use institutional bulletin boards, mailboxes, and other means of communication, subject to reasonable regulation."[69] The ALJ found that the District's unilateral decision that a union representative could not send union-related emails during class time was not a "reasonable regulation" subject to negotiations between the district and the union.[70] In *Regents of the University of California*,[71] the ALJ relied on Section 3568 of the California Higher Education Employer-Employee Relations Act in finding a violation. That section provides that "subject to reasonable regulations, employee organizations shall have...the right to use institutional bulletin boards, mailboxes and other means of communication."[72] The ALJ found that such language created a presumptive right of access for employees, which the employer could rebut by showing that such access would be disruptive.[73]

However, in the absence of specific statutory language granting employees access to mediums of communication controlled by the employer, a finding of a violation must rest on some other ground, such as discrimination. In *State of California*,[74] for instance, the California PERB adopted the decision of an ALJ stating that "in the absence of Dills Act[75] language granting employee organizations the right to use 'other means of communication,' PERB has no power to create such a guaranteed right."[76] The ALJ then found violations on the grounds of discrimination.[77] One department's policy explicitly provided that "incidental employee social functions or public service activities not related to union business or union organization purposes is permitted.....," a provision discriminatory on its face.[78] The ALJ also found that three departments had committed violations in the application of other, more neutrally worded policies, by prohibiting incidental and minimal use of e-mail for union-related messages while allowing it for other non-business purposes.[79] On the other hand, the ALJ found that the employer did not commit a violation by instructing two employees to stop using the employer's e-mail system for regular and voluminous messages about union business, because there was no evidence that the employer had permitted this volume of use for personal purposes.[80]

In *Oakland County*, the Michigan Employment Relations Commission stated that, "where the employer permits employee use of the e-mail system for nonwork purposes, [] the employer may not discriminatorily prohibit employees from using the e-mail system for union or other protected concerted activities."[81] However, the Commission found no discrimination in that case, stating that there was "no absolute right for employees or the union to use the employer's e-mail system for either personal or union business,"[82] and that access to an employer's e-mail system could be compelled only "if other types of non-business use of the e-mail system of comparable scope [were] knowingly permitted."[83] Therefore, the employer had not committed a violation.

Similarly, in *City of Clearwater*,[84] the Florida Public Employees Relations Commission stated that the employer "has absolute control over its email and computer systems and is free to operate those systems as it chooses." However, the Commission determined that the employer had committed a violation by arbitrarily and discriminatorily banning a particular union from using the employer's e-mail system.

Likewise, the National Labor Relations Board ("NLRB") has ruled that an employer may not discriminatorily prohibit use of e-mail for union business. In *E.I DuPont de Nemours & Co.*,[85] the NLRB found a violation where the employer allowed a

wide range of personal use of e-mail and also allowed use by employer-dominated organizations, but prohibited use by union representatives to distribute any union literature or notice. And in *Media General Operations, Inc.*[86] the NLRB approved the ALJ's alternate finding that the employer had committed a violation where the employer informed the union that it was prohibited from using the employer's computer equipment and e-mail system for union business, while still permitting e-mails of a personal nature.

In *The Register-Guard*,[87] the NLRB maintained its position that an employer may not discriminatorily prohibit use of e-mail for union business. However, the NLRB majority radically changed its standard for what constitutes unlawful discrimination. The NLRB majority stated:

> [T]o be unlawful, discrimination must be along Section 7[88] lines. In other words, unlawful discrimination consists of disparate treatment of activities or communications of a similar character because of their union or other Section 7-protected status . . . .
> . . . nothing in the Act prohibits an employer from drawing lines on a non-Section 7 basis. That is, an employer may draw a line between charitable solicitations and noncharitable solicitations, between solicitations of a personal nature (e.g., a car for sale) and solicitations for the commercial sale of a product (e.g., Avon products), between invitations for an organization and invitations of a personal nature, between solicitations and mere talk, and between business-related use and nonbusiness-related use.[89]

The NLRB majority found that there was no evidence that the employer permitted employees to use e-mail to solicit other employees to support any group or organization.[90] The majority, therefore, concluded that the employer did not commit a violation by warning an employee for certain e-mails.[91] On the other hand, the majority also concluded that the employer committed a violation by warning an employee for an e-mail that was not a solicitation.[92] Members Liebman and Walsh dissented from the majority's overruling of NLRB precedent about the meaning of discrimination.[93]

In *District 1199W United Professionals for Quality Health Care v. University of Wisconsin Hospitals & Clinics Authority*,[94] in contrast, the Wisconsin Employment Relations Commission employed a balancing test. The Commission found that, by blocking the union's access to the employer's e-mail system, the employer interfered with employee rights.[95] The Commission also found that the legitimacy of the employer's interests was belied by the selective nature of its action. The Commission concluded that the employer committed a violation by blocking the union's access to its e-mail system.[96]

The principle that a public employer can, in the absence of special circumstances, prohibit use of e-mail for non-work purposes, but cannot discriminate against union-related messages if it allows other non-work-related messages, is the proper analysis. This analysis allows for a public employer to exercise legitimate authority and for public resources to be devoted to public purposes, but also allows for public employees to exercise their statutory right to engage in union activity. The standard for determining what is discrimination stated by the majority in *The Register-Guard*, however, is not the proper analysis. Where an employer allows use of e-mail for any non-work purposes, the prohibition of union-related messages is inherently a violation of the employees' statutory right to engage in union activity. The employer, however, may limit use of e-mail for union-related messages to a comparable scope as it permits for other non-work messages-for example, if an employer allows only incidental use of e-mail for other non-work purposes, it may not be compelled to permit voluminous and frequent union-related e-mail. In addition, some union-related messages are not properly non-work messages, such as communications to the employer about grievances. Such e-mails should be permitted even if the employer does not allow non-work use of e-mail.

IV. Computer Use Policies as a Subject of Bargaining

The issue of whether computer use policies are a mandatory subject of bargaining has not been resolved in the Illinois public sector. In other jurisdictions, there is conflicting case law. In *California Newspapers Partnership d/b/a ANG Newpapers*,[97] the NLRB affirmed the Administrative Law Judge's finding that the employer had committed a violation by unilaterally implementing a revised e-mail policy. The ALJ stated that "[t]here is no dispute that a rule respecting employee use of the employer's e-mail system, like a rule respecting employee use of employer telephones, is a mandatory subject of bargaining."[98] Similarly, in *University of Wisconsin Hospitals & Clinics Authority*, discussed above, the WERC found that allowing the union this mechanism for quick and efficient communication with the employer was a condition of employment.[99] The Commission determined that the employer's unilateral decision to terminate the practice of allowing the union to use the employer's e-mail system was an unfair labor practice.[100]

However, other jurisdictions have come to a different conclusion. In *Parma Heights Firefighters v. City of Parma Heights Fire Department*,[101] the Ohio State Employment Relations Board concluded that the employer's "right to manage in the area of using

the [employer's] computers for personal interests outweighs any material effect on terms and conditions of employment." In *California Faculty Ass'n v. Trustees of California State University*,[102] the California PERB stated:

> The decision to implement a computer resource policy is a managerial prerogative and, therefore, not negotiable. Specifically, AUPs[103] are necessary for [the employer] to provide its educational mission. "Computing resources support virtually every facet of [the employer's] operations, including student admissions, registration, advisement, instruction, health care services, library services, research, communications, fund-raising, business and finance, plant operations, human resources, and public safety." It is no secret that computer networks are constantly under attack from viruses and worms which have the potential to take down an entire computer network thereby preventing [the employer] from providing its educational mission. As a result, it is necessary, if not mandatory, for [the employer] to have a policy to not only prevent misuse, but to be able to react quickly to problems. Additionally, it is necessary to have a uniform policy for all users.[104]

However, the Board also stated that the employer had the duty to negotiate the effects of the decision to implement a computer use policy on bargaining unit members if it impacted matters within the scope of representation, such as discipline and union access rights.[105]

In the Illinois public sector, whether computer use policies are a mandatory subject of bargaining is to be determined under the test set forth in *Central City Education Ass'n v. IELRB*.[106] In *Central City*, the Illinois Supreme Court described the test as follows:

> The first part of the test requires a determination of whether the matter is one of wages, hours and terms and conditions of employment. . . If the answer to this question is no, the inquiry ends and the employer is under no duty to bargain.
>
> If the answer to the first question is yes, then the second question is asked: Is the matter also one of inherent managerial authority? If the answer to the second question is no, then the analysis stops and the matter is a mandatory subject of bargaining. If the answer is yes, then the hybrid situation discussed in section 4 exists: the matter is within the inherent managerial authority of the employer and it also affects wages, hours and terms and conditions of employment.
>
> At this point in this analysis, the IELRB should balance the benefits that bargaining will have on the decisionmaking process with the burdens that bargaining imposes on the employer's authority.[107]

Under this test, computer use policies may be a mandatory subject of bargaining. Computer use policies may be a matter of wages, hours and terms and conditions of employment under an analogy to parking, which was found to be a term or condition of employment in *Board of Trustees of University of Illinois v. ILRB*,[108] and in-plant food prices and services, which were found to be terms and conditions of employment in *Ford Motor Co. v. NLRB*.[109] However, under the second step in the analysis, computer use policies may also be matters of inherent managerial authority under a rationale such as that stated by the California Public Employment Relations Board in *Trustees of California State University*, discussed above. Thus, computer use policies would be a hybrid situation, and Illinois courts would enter a balancing test according to the *Central City* analysis. On one side, bargaining over computer use policies may have benefits to the decision-making process. Unions could offer information about how employees would use the employer's computers and could make concessions, such as a prohibition against improper use. If benefits like this outweigh the burden on employers, computer use policies will be a mandatory bargaining subject in Illinois.

V. Conclusion

This article has dealt with some of the labor relations issues raised by the increasingly computerized electronic workplace that have been or may be faced by the IELRB and the ILRB. While the context may be new, the issues are similar to those that have been faced in a less technological context. This article concludes that technology personnel should not be excluded from the protections of the IELRA and IPLRA as confidential employees where there are plausible grounds for not regarding them as confidential. It concludes that a public employer may, in the absence of special circumstances, prohibit use of e-mail for non-work purposes, but may not discriminate against union-related messages if it allows other non-work-related messages. It also concludes that computer use policies may be a mandatory subject of bargaining under the IELRA and the IPLRA. ♦

Notes

1. *Niles Township High Sch. Dist. No. 219*, 23 PERI ¶ 146, (IELRB ALJ, 2007), *aff'd*, 24 PERI __ (IELRB, Apr. 7, 2008) (appeal pending).
2. *Id.*
3. *Id.*
4. As National Labor Relations Board Members Liebman and Walsh noted, "[e]-mail has dramatically changed, and is continuing to change, how people communicate at work," *The Register-Guard*, 351 NLRB No. 70 (Dec. 16, 2007) at 16 (Members Liebman and Walsh, dissenting in part) (slip opinion).
5. *See e.g., Bd. of Educ. of Glenview Cmty. Consol. Sch. Dist. No. 34 v. IELRB*, 374 Ill. App. 3d 892, 894-95, 874 N.E.2d 158, 161 (4th Dist. 2007); *Support Council of Dist. 39 v. IELRB*, 366 Ill. App. 3d 830,

832 N.E.2d 372, 375 (1st Dist. 2006); *Bd. of Control of the Lake County Area Vocational Sys., Lake County High Sch. Tech. Campus*, 20 PERI ¶ 5, (IELRB 2004); *Woodland Cmty. Unit Sch. Dist. 5*, 16 PERI ¶ 1026, (IELRB 2000), *aff'd. sub nom. Woodland Educ. Ass'n v. IELRB*, 318 Ill. App. 3d 1253, 789 N.E.2d 950 (Ill. App. 4th Dist. Feb. 9, 2001) (unpublished order); *Niles Township High School District* No. 219, 23 PERI ¶ 146, (IELRB ALJ 2007), *aff'd*, 24 PERI ___ (IELRB April 7, 2008) (appeal pending).
6. 5 ILCS 315/3(n); 115 ILCS 5/2(b).
7. 115 ILCS 5/2(n).
8. 5 ILCS 315/3(c).
9. 16 PERI ¶ 1026, (IELRB 2000), *aff'd sub nom. Woodland Educ. Ass'n. v. IELRB*, No. 4-00-0226 (Ill. App. 4th Dist. Feb. 9, 2001) (unpublished order).
10. *Id*. at 80.
11. *Id*.
12. *Id*.
13. *Id*. at 81
14. *Woodland*, 16 PERI ¶1026 at 81.
15. Id.
16. *Id*. at 82 (Berendt, Chairman and Gavin, Member, dissenting).
17. *Board of Control of the Lake County Area Vocational System, Lake County High School Technology Campus*, 20 PERI ¶ 5, (IELRB 2004).
18. *Id*. at 30.
19. *Id*.
20. *Id*.
21. *Id*.
22. *Id*.
23. *Id*. at 32.
24. *Id*.
25. *Id*.
26. *Id*.
27. 366 Ill.App.3d 830, 852 N.E.2d 372 (1st Dist. 2006).
28. *Wilmette School District No. 39*, 21 PERI¶ 9, (IELRB Exec. Dir. 2005), *made final*, 21 PERI ¶ 143, (IELRB 2005), *aff'd sub nom. Support Council of District 39 v. IELRB*, 366 Ill.App.3d 830, 852 N.E.2d 372 (1st Dist. 2006).
29. Support Council of District 39 v. IELRB , 366 Ill.App.3d 830, 852 N.E.2d 372 (1st Dist. 2006).
30. *Id*. at 831, 852 N.E.2d at 374.
31. *Id*. at 835-36, 852 N.E.2d at 378.
32. *Id*. at 837-38, 852 N.E.2d at 379-80.
33. 22 PERI ¶ 37, (IELRB 2006), *aff'd*, 374 Ill.App.3d 892, 874 N.E.2d 158 (4th Dist. 2007).
34. *Id*. at 127.
35. *Id*. at 131.
36. *Id*.
37. *Id*.
38. *Id*. at 132.
39. *Id*.
40. *Bd. of Educ. of Glenview Community Consol. Sch. Dist. No. 34 v. IELRB*, 374 Ill.App.3d 892, 874 N.E.2d 158 (4th Dist. 2007).
41. *Id*. at 904, 874 N.E.2d at 168.
42. *Id*. at 904-05, 874 N.E.2d at 168.
43. 23 PERI ¶ 146, (IELRB ALJ 2007), *aff'd*, 24 PERI ___ (IELRB April 7, 2008) (appeal pending).
44. *Id*. at 635.
45. *Id*. at 634-35.
46. *I*d. at 633.
47. *Id*.
48. *Id*. at 636-39.
49. *Id*.
50. *Id*. at 638, 639.
51. *Id*. at 639.
52. *Id*. at 638.
53. *Id*.
54. *Id*. at 634.
55. *Id*.
56. Id. at 638.
57. *Bd. of Educ. of Niles Twp High School Dist. 219, Cook County*, IL, 24 PERI ___ (IELRB April 7, 2008) (appeal pending).
58. 366 Ill.App.3d 830, 852 N.E.2d 372 (1st Dist. 2006).
59. *Id*. at 835-36, 852 N.E.2d at 378.
60. *See e.g., Bd. of Educ. of Glenview Cmty. Consol. Sch. Dist. No. 34 v. IELRB*, 374 Ill. App. 3d 892, 874 N.E.2d 158 (Ill. App. 4th Dist. 2007); *Bd. of Educ. of Cmty. Consol. High Sch. Dist. No. 230 v. IELRB*, 165 Ill.App.3d 41, 518 N.E.2d 713 (4th Dist. 1987).
61. 115 ILCS 5/1. Section 1 of the Act was cited in the context of the confidential exclusion in *Board of Education of Plainfield Community Consolidated School District No. 202 v. IELRB*, 143 Ill.App.3d 898, 493 N.E.2d 1130 (4th Dist. 1986). The court stated in *Plainfield*, that "remedial legislation should be construed liberally to effectuate its purpose." *Id*. at 907, 493 N.E.2d at 1136.
62. *Rockford Hous. Auth*., 23 PERI ¶ 67; (ILRB State Panel 2007); *State of Ill. Dept. Cent. Mgmt. Servs*., 21 PERI ¶ 48 (ILRB State Panel 2005); *Cnty. of Christian*, 12 PERI ¶ 2007 (ILRB State Panel 1995).
63. 12 PERI ¶ 2007, (ISLRB 1995).
64. 21 PERI ¶ 48, (ILRB, State Panel, 2005), *rev'd*, 364 Ill.App.3d 1028, 848 N.E.2d 118 (4th Dist. 2006), *appeal denied*, 221 Ill.2d 636, 857 N.E.2d 671 (2006).
65. *State of Ill. Dept. of Central Mgmt. Servs. v. ILRB*, 364 Ill.App.3d 1028, 848 N.E.2d 118 (2006), *appeal denied*, 221 Ill.2d 636, 857 N.E.2d 671 (2006).
66. 23 PERI ¶ 67, (ILRB State Panel 2007).
67. 29 FPER ¶ 89 (Fla. PERC 2003).
68. 30 PERC ¶ 17 (Cal. PERB ALJ 2005). The Administrative Law Judge also stated that employees' statutory right to form, join, and participate in employee organizations included employees' right to communicate with each other regarding union matters at the workplace.
69. West's Ann. Cal. Gov. Code §3543.1.
70. 30 PERC ¶ 17 at 56.
71. 29 PERC ¶ 76 (Cal. PERB ALJ 2005).
72. West's Ann. Cal. Gov. Code §3568.
73. 29 PERC ¶ 76 at 275.
74. 22 PERC ¶ 29148 (Cal. PERB 1998), *adopting State of California*, 22 PERC ¶ 29034 (Cal. PERB ALJ 1998).
75. CAL. GOV'T CODE §3512-3524 (West 1995).
76. 22 PERC ¶ 29034 at 149.
77. 22 PERC ¶ 29034 at 151.
78. 22 PERC ¶ 29034 at 142.
79. 22 PERC ¶ 29034 at 151.
80. *Id*.
81.15 MPER ¶ 33018 at 60 (Mich. ERC 2001).
82. *Id*.
83. *Id*.
84. 32 FPER ¶ 210 (Fla. PERC 2006).
85. 311 N.L.R.B. 893, 919 (1993).
86. *Media Gen. Operations, Inc., d/b/a Richmond Times-Dispatch*, 346 N.L.R.B. 74, 76 (2005), *enf'd*, 225 Fed.Appx. 144 (9th Cir. 2007, *cert. denied sub nom. Richmond Prof'l Newspapers Ass'n v. Media Gen. Operations, Inc.*, 128 S.Ct. 492 (2007).
87. 351 N.L.R.B. No. 70 (Dec. 16, 2007).
88. Section 7 of the National Labor Relations Act, 29 U.S.C. §157, sets forth the right of employees to engage in union and other protected activity.
89. 351 N.L.R.B. No. 70 at 9 (citations omitted, footnote omitted).
90. *Id*. at 10-12.
91. *Id*.
92. *Id*. at 11.
93. *Id*. at 12-13, 19-20; The dissenters also would find that, where an employer has given employees access to e-mail for their regular use, banning all non-work-related solicitations is presumptively unlawful absent special circumstances.
94. Dec. No. 30202-C (WERC Apr. 12, 2004), *available at* <http://www.wisbar.org/res/wercd/2004p/30202-c.pdf>.
95. *Id*. at 6-7.
96. *Id*.
97. 350 N.L.R.B. No. 89 (Sept. 10, 2007).
98. *Id*. at 5.
99. *See* Dec. No. 30202-C at 7-8.
100. *Id*.
101. 20 Ohio Pub.Emp.Rep.¶ 168 (Ohio SERB 2003).
102. 31 Pub.Emp.Rep.Cal.¶ 152 (Cal. PERB 2007).
103. The "AUP" was an "Acceptable Use" policy.
104. 31 Pub.Emp.Rep.Cal.¶ 152.
105. *Id*.; In a previous decision, *Academic Prof'ls of Cal. v. Trs. of Cal. State Univ*., 27 Pub.Emp.Rep.Cal.¶ 26 (Cal. PERB 2003), the California Public Employment Relations Board concluded that the employer committed a violation when it unilaterally implemented computer usage policies, noting that the policies established new grounds for discipline and also pertained to the union's use of e-mail to communicate with employees. Likewise, in *Prof'l Eng'rs in Cal. Gov't v. State of Cal. (Water Res. Control Bd.)*, 23 Pub.Emp.Rep.Cal.¶ 30136 (Cal. PERB 1999), the Board stated that the creation or alteration of a statement of incompatible activities was a matter within the scope of representation. Also, in *Cal. State Employees Ass'n. v. State of Cal*., 22 Pub.Emp.Rep.Cal. ¶ 29034 (Cal. PERB ALJ 1998), *adopted*, 22 Pub.Emp.Rep. Cal.¶ 29148 (Cal. PERB 1998), the Administrative Law Judge stated that "It is well established that access rights are negotiable. . . ."
106. 149 Ill.2d 496, 599 N.E.2d 892 (1992).
107. *Id*. at 523, 599 N.E.2d at 905.
108. 224 Ill.2d 88, 862 N.E.2d 944 (2007).
109. 441 U.S. 488 (1979).

◆

Recent Developments

Recent Developments is a regular feature of The Illinois Public Employee Relations Report. It highlights recent legal developments of interest to the public employment relations community. This issue focuses on developments under the two collective bargaining statutes, and the Fourteenth Amendment.

IELRA Developments

Confidential Employees

In *Niles Township High School District No. 219*, Case No. 2003-UC-0007-C (IELRB 2008), the IELRB determined whether three information technology positions in the district were "confidential" under the IELRA. The Board affirmed the administrative law judge's recommended order (23 PERI ¶ 146), which found that the district's Systems and Network Engineer and WWW Communications Assistant were not confidential and that the district's Senior Programmer/Analyst was a confidential employee under Section 2(n)(ii) of the IELRA, but not under Section 2(n)(i).

On May 30, 2003, the district filed a unit clarification petition seeking to exclude the abovementioned positions from the support staff bargaining unit represented by the Niles Township Support Staff, Local 1274. Thereafter, the Chief ALJ dismissed the petition as untimely, the Board affirmed, and the Illinois Appellate Court reversed and remanded for a hearing, the result of which gave rise to the instant appeal. The Systems and Networking Engineer served as the district's network administrator in charge the maintenance and repair of the district's servers, network, and e-mail system. Incidental to these responsibilities was access to server data and e-mail communications. The Senior Programmer/Analyst developed and maintained all of the district's financial and student databases and services and prepared reports to be used on collective bargaining. The WWW Communications Assistant's duties included developing, implementing, troubleshooting, repairing, and supporting the district's internal intranet and external web sites, as well as any related databases. She also backed up and restored data for the district.

The ALJ held and the Board agreed that none of the positions were confidential under Section 2(n)(i) covering employees whose duties entail "assist[ing] and act[ing] in a confidential capacity to persons who formulate, determine and effectuate management policies with regard to labor relations." The ALJ found that none of the positions entailed actual review of confidential labor relations documents or other direct assistance to members of the district's collective bargaining team. Applying the factors from *Board of Control of Lake County Area Vocational System*, 20 PERI ¶ 5 (IELRB 2004), the ALJ held that under the Section 2(n)(ii), the second prong of the IELRA's confidential employee test, neither the Systems and Network Engineer nor the WWW Communications Assistant was confidential. These factors included: "1) whether there is evidence of actual access to confidential collective bargaining information in the regular course of duties; 2) job description; and 3) the employee's day-to-day activities."

The Systems and Network Engineer never actually read information concerning negotiations during his six-year tenure and would not read it unless directed to do so. Similarly, the WWW Communications Assistant had not read any confidential information on password protected sites containing meeting minutes, negotiations, grievances or bargaining unit related materials, or any of the Assistant Superintendent for Human Resources' documents during her five-year tenure. In addition, she did not recall coming across any documents related to negotiations or grievances and stated that she would have no reason to read a document concerning what the district was willing to offer in labor negotiations. Additionally, there were other employees who performed troubleshooting similar to the communications assistant, including those who were not in the bargaining unit.

The ALJ did find that the Senior Programmer/Analyst was a confidential employee under Section 2(n)(ii) of the IELRA because that person was asked to prepare reports for negotiations, such as spreadsheets stating the cost of giving a specified amount in negotiations, as part of her usual day-to-day activities. This duty provided actual access to confidential labor relations information. Further, the analyst's job description included "[d]evelop[ing] reports for Administration to use in collective bargaining," a function deserving of confidential status. Taken together, these facts described a confidential employee as contemplated in Section 2(n)(ii) and *Lake County*.

IPLRA Developments

Supervisors

In *City of Washington v. ILRB*, 184 L.R.R.M. 2744, 2008 WL 2609715 (Ill. App. 3d Dist. 2008), the Third District Appellate Court affirmed a final order of the ILRB State Panel which included four division supervisors of the city's public services department in the bargaining unit. The court affirmed the State Panel's finding that the duties of the water treatment division supervisor and the supervisor of the water and sewer maintenance crew were not obviously and visibly different from their subordinate

employees. On the other hand, the court observed that the duties of the supervisor of the waste water treatment plant and the supervisor of the streets and cemeteries division included assigning duties, purchasing equipment, completing paperwork and making phone calls, and thus were obviously and visibly different from the duties of their subordinates.

The court observed that although the supervisor of the waste water treatment division was involved in hiring employees, the evidence indicated that the city engineer independently reviewed the candidates before they were hired. The court concluded that the supervisor of the waste water treatment division did not exercise independent judgment in hiring, It also found that his other arguably supervisory activities were not performed with independent judgment or were not accomplished based on his effective recommendation. Accordingly, the court concluded that the supervisor of the waste water treatment division was not a statutory supervisor.

Finally, the court observed that the supervisor of the streets and cemeteries division did hire employees without further oversight. The individual testified that he spent about half of his workday performing the same tasks as his subordinates. The court concluded that the city failed to prove that he spent more than half of his workdays exercising supervisory authority. Consequently, the court held that the supervisor of the streets and cemeteries division also was not a statutory supervisor.

In *Illinois Dept of Central Mgmt. Svcs. (State Police) v. ILRB*, 382 Ill. App. 3d 208. 888 N.E.2d 562 (4th Dist. 2008), the Fourth District Appellate Court upheld the ILRB State Panel's determination that telecommunications supervisors within the Illinois State Police were not supervisors within the meaning of the IPLRA. The telecommunications supervisors were in charge of each of the department's nine call centers located throughout the state. Also located in the call centers were lead call-takers and call-takers, who all reported to the telecommunications supervisor.

The court observed that the telecommunication supervisors engaged in supervisory activities such as directing their subordinates, participating in disciplinary actions and conducting performance evaluations. Consequently, their duties were obviously and visibly different from those of call-takers, who primarily operated the dispatch consoles. However, the telecommunications supervisors also oversaw the lead call-takers. The court characterized the lead call-takers as occupying a "gray zone between call-takers and telecommunications supervisors." They functioned as supervisors when the telecommunication supervisors were not present and usually were assigned to different shifts from the telecommunications supervisors to provide supervisory coverage. However, they also answered the radio and performed other duties of a call-taker. The court found the record unclear as to whether their call-taker duties or their supervisory duties were more important. It concluded that the employer had failed to prove that the duties of the telecommunication supervisors were visibly and obviously different from those of the lead call-takers who were subordinate to them.

The court observed that telecommunications supervisors did conduct performance appraisals on their subordinates. However, the court found the evidence failed to indicate that the appraisals involved the exercise of judgment rather than quantitative computations in various categories. Furthermore, although the appraisals theoretically could impact promotions, in practice promotions were based on seniority. Similarly, although the telecommunications supervisors were responsible for calling employees in on overtime and for scheduling vacations, the decision to call employees on overtime was based on whether the call center would otherwise drop below its mandated minimum coverage and who to call was based on seniority. Vacation scheduling was also based on seniority. Consequently, the court concluded that the employer failed to prove that the telecommunications supervisors exercised independent judgment in performing supervisory duties.

In *Policemen's Benevolent Labor Committee v. County of Cook*, Case No. L-RC-07-002 (ILRB Local Panel 2008), a split Local Panel reversed the ALJ's recommendation that lieutenants, jointly employed by the County of Cook and the Sheriff of Cook County, fell within the coverage of the IPLRA. The employers opposed a union certification petition, asserting that lieutenants were excluded as supervisors. The ALJ determined that the lieutenants were "public employees" rather than "supervisors" under the Act, finding that the lieutenants did not exercise independent judgment nor did they discipline and direct subordinate employees.

The Board examined the lieutenants' authority to determine whether the position fell within the supervisor exclusion. Section 3(r) of the IPLRA defines a supervisor as an employee "who has authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, direct, reward, or discipline employees, or to adjust their grievances, or to effectively recommend such action, if the exercise of such authority is not of a merely routine or clerical nature, but requires the consistent use of independent judgment."

The Board agreed with the ALJ in regards to the lieutenants' authority to adjust grievances and to make recommendations for subordinates, which included sergeants and patrol officers. Since lieutenants only had authority to dismiss rather than grant grievances by subordinates, the lieutenants did not have to choose between two or more significant courses of action, and therefore, did not use independent judgment. Likewise, because the lieutenants' ability to make recommendations was limited to non-tangible rewards, like paper awards and commendations, this authority did not make the lieutenants "supervisors" within the meaning of the act.

However, the Board disagreed with the ALJ in respect to the lieutenants' ability to discipline and direct subordinates. The Board found that lieutenants had the authority to initiate discipline proceedings for subordinates, to review discipline issued by sergeants, and to approve or disapprove the sergeants' disciplinary recommendations. Because of these findings, the Board reversed the ALJ recommendation that the Board certify a bargaining unit including lieutenants. Chairman Gallagher dissented from the decision of Members Anderson and Sadlowski, arguing that the evidence showed that lieutenants had to confer with higher ranking officers before finalizing disciplinary decisions, thus, weakening the theory that lieutenants exercised independent judgment in making these decisions.

Fourteenth Amendment Developments

Equal Protection

In *Engquist v. Oregon Dept. of Agriculture*, 128 S. Ct. 2146 (2008), the Supreme Court considered whether the "class-of-one" theory of equal protection applies in the public sector employment context. The Court held that it does not.

Engquist was hired as an international food standard specialist in 1992. During her employment, Engquist had conflicts with Hyatt, one of her coworkers. Engquist's then supervisor, Corristan, responded to the situation by forcing Hyatt to attend diversity and anger management training. In 2001, Szczepanski, an assistant director, assumed control of Engquist's department and was heard telling a client that he could not "control" Engquist and that she and Corristan "would be gotten rid of." Thereafter, a managerial post opened up for which both Engquist and Hyatt applied. Szczepanski selected Hyatt for the position despite Engquist's more extensive experience in the relevant field. Later, Engquist's original position was eliminated allegedly due to reorganization. She was putatively unqualified for the only other position at her level and was unwilling to take a demotion. Consequently, she was effectively laid off.

Engquist then filed suit in federal district court alleging various statutory and constitutional violations, only one of which was relevant to this case. Specifically, Engquist alleged that she was terminated for "arbitrary, vindictive, and malicious reasons" in violation of the Equal Protection Clause, a claim which placed Engquist in a "class-of-one." She argued that public employers cannot irrationally treat one employee differently from others similarly situated consistent with the Equal Protection Clause irrespective of whether such an employee is a member of a protected class.

In rejecting Enquist's contentions, the Court acknowledged its holding in *Village of Willowbrook v. Olech*, 528 U.S. 562 (2000), allowing a class-of-one equal protection claim against a municipality for disparate treatment concerning the zoning regulations. The Court distinguished *Olech*, noting that there is an important distinction between government acting on the one hand as a sovereign and on the other as an employer. The government has greater authority acting as an employer than acting as a sovereign, i.e. as a lawmaker or regulator. While a public employee retains his or her constitutional rights upon accepting a governmental position, these rights must be balanced against the "realities of the employment context." In striking this balance, the basic concerns of the relevant constitutional provision and whether those concerns may give way to the requirements of a government employer must be considered. Here, the balance favors public employers because "employment decisions are quite often subjective and individualized, resting on a wide array of factors that are difficult to articulate and quantify." Personality conflicts, for instance, may justify an employment decision while being wholly inappropriate as a basis for "arm's-length" government action in a legislative or regulatory context. In short, recognizing the class-of-one theory in the public employment context would "constitutionalize the employee grievance" and would run counter to the basic at-will employment doctrine.

Justice Stevens, writing for three dissenters, asserted that there was no compelling reason to carve, with a "meat-axe," arbitrary public employment decisions out of the well-established category of equal protection violations when the rational review standard could sufficiently limit such claims to only wholly unjustified employment actions. ◆

The Report Subscription Form (Volume 25, Numbers 1-4)

The publication of *The Illinois Public Employee Relations Report* reflects a continuing effort by Chicago-Kent College of Law and the Institute of Labor and Industrial Relations to provide education services to labor relations professionals in Illinois. *The Report* is available by subscription through Chicago-Kent College of Law at a rate of $40.00 per calendar year for four issues. To subscribe to *IPER Report*, please complete this form and return it with a check or billing instructions to:

Chicago-Kent College of Law
Illinois Institute of Technology
Institute for Law and the Workplace
565 W. Adams Street
Chicago, IL 60661-3691

☐ Please start my subscription to *IPER Report*.
☐ Please bill me.
☐ Enclosed is my check payable to Chicago-Kent College of Law.
☐ We also accept MasterCard, VISA and Discover Card;
Please complete the following information:

☐ MasterCard ☐ VISA ☐ Discover Card

No. _____

Exp. Date _____

_____
(Cardholder Signature Required)

Name: _____

Title: _____

Organization: _____

_____
Address (**Please give address where the *IPER Report* should be mailed**.)

_____

_____

Tel.: _____ Date: _____

The Illinois Public Employee Relations Report provides current, nonadversarial information to those involved or interested in employer-employee relations in public employment. The authors of bylined articles are responsible for the contents and for the opinions and conclusions expressed. Readers are encouraged to submit comments on the contents, and to contribute information on developments in public agencies or public-sector labor relations. The Illinois Institute of Technology and University of Illinois at Urbana-Champaign are affirmative action/equal opportunities institutions.

Illinois Public Employee Relations Report . . .

Published quarterly by The Institute of Labor and Industrial Relations University of Illinois at Urbana-Champaign and Chicago-Kent College of Law llinois Institute of Technology, (ISSN 1559-9892), 565 West Adams Street, Chicago, Illinois 60661-3691.

Faculty Editors:
Peter Feuille and Martin Malin
Production Editor:
Sharon Wyatt-Jordan

Student Editors:
Jessica Lynn Collett, Ryan E. Donaldson, Tracy Scholnick Gruber, & Christopher W. Jacob

Chicago-Kent College of Law
ILLINOIS INSTITUTE OF TECHNOLOGY