

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

Illinois Council of Police,

Charging Party

and

Village of Crestwood,

Respondent

Case No. S-CA-20-057

COMPLAINT FOR HEARING

On October 24, 2019, Illinois Council of Police (Charging Party) filed an unfair labor practice charge with the State Panel of the Illinois Labor Relations Board (Board), in Case No. S-CA-20-057, alleging that Village of Crestwood (Respondent) violated Section 10(a) of the Illinois Public Labor Relations Act (Act), 5 ILCS 315 (2014), *as amended*. After an investigation conducted in accordance with Section 11 of the Act, I determined that the charge involves dispositive issues of law or fact and hereby issue this Complaint for Hearing.

The Charging Party alleges the following:

1. At all times material, Respondent has been a public employer within the meaning of Section 3(o) of the Act.
2. At all times material, Respondent has been subject to the jurisdiction of the State Panel of the Board pursuant to Section 5(a-5) of the Act.
3. At all times material, Charging Party has been a labor organization within the meaning of Section 3(i) of the Act.

4. At all times material, Charging Party has been the exclusive representative of a bargaining unit (Unit) composed of Respondent's employees in the job titles or classifications of part-time police officers, as certified by the Board on August 1, 2019, in Case No. S-RC-20-001.
5. At all times material, Eric Chumra (Chumra) served as a part-time police officer and a full-time firefighter for Respondent.
6. On October 14, 2019, Chumra was terminated from his part-time role due to his pro-union stance, including his union authorization signature, and his refusal to sign anti-union paperwork.
7. At all times material, Joseph Cortesi (Cortesi) was employed as a part-time officer but worked a full-time schedule for Respondent.
8. On or around July 15, 2019, Respondent's Lieutenant Spencer (Spencer) called Cortesi, demanded to know who signed union authorization cards, threatened Cortesi's tenure, and threatened the lives of other union supporters.
9. On July 21, 2019, Spencer approached Cortesi in a parking lot and questioned him about union organizing.
10. On August 12, 2019, Respondent did not assign Cortesi to the role of "Lead Officer", a position Cortesi had held previously.
11. On September 21, 2019, Detective/Sergeant Mike Coutre (Coutre), who is also a part-time officer, held a meeting to discuss the union organizing and insisted that attendees sign a petition against the Charging Party.
12. Cortesi did not attend the meeting referenced in paragraph 11, nor did he sign the petition.
13. On October 31, 2019, Respondent terminated Cortesi's employment.
14. At all times material, Gilbert Hueramo (Hueramo) was a part-time officer for Respondent.

15. On July 16, 2019, Respondent's Lieutenant Wyman (Wyman) questioned Hueramo about his union involvement, the involvement of others, and allegedly noted how those involved would be "marked".
16. On July 29, 2019, Spencer informed Hueramo that Hueramo was required to attend a writing class three days prior to the date, even though it is past practice for Respondent to provide a 30-day notice to employees of such a requirement.
17. Sometime in August 2019, Respondent did not reappoint Hueramo as a "Lead Officer", removed Hueramo from his role as Firearms Trainer, and wrote up Hueramo for not following the chain of command.
18. Hueramo did not attend the September 21, 2019, meeting referenced in paragraph 11 and did not sign the petition.
19. On September 30, 2019, after negotiation on Charging Party's behalf, Respondent terminated Hueramo's employment.
20. At all times material, Donald Preston (Preston) was a part-time officer for Respondent.
21. Sometime in August 2019, Respondent, knowing that Preston had childcare obligations, asked Preston to accommodate another officer and switch to night shift.
22. Preston refused to switch to the night shift, and Respondent removed Preston as a supervisor and placed him on patrol.
23. Throughout September 2019, Preston noticed an increase in the number of his reports that Respondent sent back for him to edit after he submitted them.
24. Preston did not attend the September 21, 2019, meeting referenced in paragraph 11, nor did he sign the petition.

25. On October 29, 2019, Deputy Chief Alexander informed Preston that the Mayor did not reappoint him to his position.
26. Charging Party contends that there are other officers that have experienced and/or witnessed retaliatory actions by Respondent but are afraid to get involved due to fear of retaliation.
27. By its acts and conduct as described in paragraphs 8, 9, 11, 15, 16, 21, and 23, Respondent has interfered with, restrained, or coerced public employees in the exercise of their rights guaranteed in the Act, in violation of Sections 10(a)(1) and (2) of the Act.
28. By its acts and conduct as described in paragraphs 6, 10, 13, 17, 19, 22, and 25, Respondent took the adverse employment action because it was motivated in whole or in part by anti-union animus, in violation of Sections 10(a)(2) and (1) of the Act.

WHEREFORE, the Charging Party requests that the Board grant any and all relief it finds appropriate in accordance with Section 11(c) of the Act.

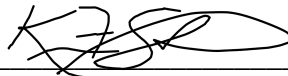
RESPONDENT IS HEREBY NOTIFIED that within 15 days after service of the complaint upon it, pursuant to Section 1220.40(b) of the Board's Rules and Regulations, 80 Ill. Admin. Code §§1200-1300, it must file an answer to this complaint with Sharon Purcell, at the Illinois Labor Relations Board, 160 North LaSalle Street, Suite S-400, Chicago, Illinois 60601, or electronically at ILRB.Filing@Illinois.gov in accordance with Section 1200.5 of the Board's Rules and Regulations. Respondent must serve a copy of the answer upon Charging Party. Please note that the Board's Rules and Regulations do not allow electronic service of the Answer upon Charging Party. Said answer shall include an express admission, denial, or explanation of each and every allegation of this complaint. Failure to specifically respond to an allegation shall be deemed an affirmative admission of the facts or conclusions alleged in the allegation. Failure to

timely file an answer shall be deemed to be an admission of all material facts or legal conclusions alleged and a waiver of hearing. The filing of any motion or other pleading will not stay the time for filing an answer.

YOU ARE HEREBY NOTIFIED that at a date and time to be determined later, at the offices of the Illinois Labor Relations Board, 160 N. LaSalle St., Ste. S-400, Chicago, Illinois, a hearing will be conducted before Sharon Purcell, an Administrative Law Judge for the State Panel of the Illinois Labor Relations Board, upon all disputed issues, at which time and place Charging Party has the obligation to present all evidence in support of its positions, and all parties have the right to appear in person and provide testimony, other evidence, and oral and written arguments.

Issued at Springfield, Illinois, this 21st day of April, 2020

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



**Kimberly F. Stevens
Executive Director**