PUBLIC SECTOR LABOR & EMPLOYMENT
LAW REPORT
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Labor Board Decisions of Interest to Illinois Public Employers

Attending Physicians Qualify to Form a Union

In a 2-1 decision, the Illinois Labor Relations Board concluded that attending physicians at Cook County's Oak Forest Hospital are eligible to form a union. The board found 48 doctors at the hospital are *not* managerial employees, and therefore have the right to vote on whether they wish to unionize.

Up till now, few attending physicians in the United States have opted to unionize. But change seems inevitable. In the past, finding that they were supervisors, the Illinois Labor Relations Board found such physicians ineligible to vote to unionize at Cook County (now Stroger) Hospital. In *this* case, Oak Forest Hospital embraced the same position, arguing that these 48 physicians directed patient care and took part in committee meetings, but its argument failed.

At press time, the ILRB had yet to issue the actual text of its decision; but it did advise the public—including the news media—that this was the *nature* of its decision.

Cook County Can Require Residency — If It Notifies the Union

In *Illinois Fraternal Order of Police Labor Council v. Office of Cook County State's Attorney*, 18 PERI 2071 (ILRB-SP 2002), the Illinois Labor Relations Board dealt with the issue of whether the state's attorney's office could impose a new residency requirement on its employees and, if so, whether it would have to notify the employees' union of that intention.

Before December 2000, Cook County employees were not required to reside in the county as a condition of their employment. However, on December 5, 2000, Cook County adopted a residency ordinance, which provided that the county would only employ people who resided in Cook County during their employment, granting new employees six months from their date of hire to establish Cook County residency. The employer did not notify the union of its intent, thus giving the union no opportunity to bargain on this subject.

Up until 1997, Cook County did not require its employees to reside within the county. In 1997, the Illinois Public Labor Relations Act was amended to provide that bargaining subjects for peace officers include residency requirements in municipalities with a population of less than one million. The present case aroused considerable argument about whether the legislature intended to exempt only the city of Chicago from bargaining over residency for peace officers. The ILRB concluded that the legislature did, indeed, intend to exempt residency requirements *only* in the city of Chicago and not in Cook County.

Residency requirements for *nonpeace officers* are generally deemed to be a mandatory bargaining subject. And the majority of public sector labor relations agencies find that residency requirements for *peace officers* are mandatory bargaining subjects under their applicable statutes. Applying a *Central City* analysis, the ILRB said it failed to see how the residency requirement at issue concerned inherent managerial authority. The ILRB also concluded that the *benefits* of bargaining over residency requirements outweigh the *burdens* that bargaining would otherwise impose. The board found it "especially true herein that this issue is well-suited to the bargaining process and would not impose an inappreciable burden on its decision-making authority."

Therefore, the ILRB held that the county residency requirement was a mandatory bargaining subject—and that the employer had failed to bargain about this new ordinance, thus violating Section 10(a)(4) and (1) of the act.

In this issue:

Arbitration Decisions of Interest

Springfield Interest Arbitrator Holds That Firefighters Insurance Benefits Should Match Those of Other City Employees

The city of Springfield and the International Association of Firefighters, Local 37, disagreed over what group insurance payments for employees should be from March 1, 2000 to February 28, 2003. During that period, there was supposed to be an agreement between the city and the Insurance Coalition. The union contended that—until an agreement between the two could be reached—employees should pay no more than $50 toward dependent healthcare. The city disagreed, asserting that Firefighters, Local 37 employees should pay the same amounts paid by all other city employees.

Arbitrator Edwin H. Benn attempted to mediate between the parties but was unable to reach a compromise. The city claimed that the previous three years called for firefighters to pay the same amount as all other Springfield employees paid, not just $50.

In his decision, Arbitrator Benn discussed internal and external comparability and the cost of living, only to find that all favored the city's position. Under those circumstances, he found that the retroactive effect for employee insurance payments (from 2000 to 2003) should be as requested by the city.[1]

Newspaper reports indicated that, as a result, each firefighter would owe an approximate average of $3,000 in retroactive insurance payments. The same newspaper termed the arbitrator's decision a "victory for the city administration" (since the money would provide a welcome boost to the self-insurance fund, which pays for city workers' health claims). The city labor relations manager indicates that the city administration will sit down with union leaders to figure out a plan before attempting to recover any of the past-due money or higher premiums firefighters will have to pay in the future.

Arbitrator McAllister Finds Park Ridge Firefighter's Dismissal "Justified"

A female firefighter (grievant) filed a grievance on April 27, 2001, protesting the city manager's notification of her termination on May 14, 2001. The city manager had offered the grievant a pretermination meeting on May 7. According to the city manager, the grievance arose from an incident that occurred on January 26, 2001.

The city alleged that the grievant lied about an incident with a lieutenant, by claiming the lieutenant intended to hurt her. She said that the lieutenant had tried to injure her intentionally on at least three occasions, by shifting all the weight of an elderly patient on a stretcher. The city insisted there was no evidence to suggest the lieutenant would risk patient safety—and a potential criminal prosecution—by intentionally trying to injure the grievant.

The litigators disagreed on several facts, but in a 30-plus-page decision, the arbitrator concluded the grievant's accusations were false—and that the lieutenant's alleged reckless conduct endangering the patient never happened. The arbitrator concluded that:

"The city's decision to impose discharge as the penalty cannot be considered unreasonable given the totality of the circumstances. The grievant's false accusation of Lieutenant Debs is compounded by her claim Debs attempted to influence how the grievant filled out the incident report of the January 26, 2001, injury. Lastly,

there was no excuse for the grievant's failure to produce her written statement detailing the evidence of January 26, 2001, led to her charging Debs injured her intentionally. Instead, the grievant chose to delay the submission of the statement until April 10. The grievant was fully capable of detailing the evidence of January 26 and requesting leave to submit additional information once she had secured legal advice."

The arbitrator therefore found that the city had cause to dismiss the grievant and denied her grievance.

Employment Discrimination Decisions of Interest

A Reverse Race Discrimination Case Rattles the City of Chicago

In a 2002 case, a city ward superintendent sought to recover from his former employer, the city of Chicago, on a charge of reverse race discrimination.[2] The plaintiff, who had been discharged, complained that the city would never have terminated a similarly situated African-American or Hispanic ward superintendent. The magistrate judge at the District Court found that the plaintiff did not prove his claim. The 7th U.S. Circuit Court of Appeals had earlier ruled that Caucasian plaintiffs must establish background circumstances "supporting an inference that the defendant is one of those unusual employers who discriminates against the majority." The magistrate judge reviewed the facts in this case and found that there was "nothing in the record to indicate that plaintiff's employer had any reason or inclination to discriminate against Caucasians…"

The judge noted that the majority of city superintendents were Caucasian; that the 23rd Ward never employed a non-Caucasian ward superintendent; that plaintiff was replaced on both a temporary and permanent basis by Caucasian ward superintendents; that all but one of the individuals even tangentially involved in the plaintiff's termination were Caucasian; and plaintiff was hired and fired by the same Caucasian decision-maker.

Although the plaintiff asserted that he'd been doing a good job and had no written criticisms of his work, the judge noted that his immediate supervisor had discussed plaintiff's performance shortcomings on a number of occasions. Plaintiff had also asserted that he received merit increases, thus showing that he had been meeting the city's performance expectations. The judge found, however, that his increases were rated as merely "acceptable performance" and were the lowest rating an employee could receive and still receive a merit increase.

The judge also observed that plaintiff failed to identify even one similarly situated individual who was treated any more favorably by the city than the plaintiff.

The court concluded:

"…that the city has produced a legitimate, nondiscriminatory reason for terminating plaintiff—namely his poor performance—and plaintiff has failed to adduce any evidence demonstrating that the city's preferred reason is a lie or pretext for discriminating against him based on his race."

The judge concluded that a fair-minded jury could not return a verdict for plaintiff on the evidence presented as it related to his alleged reverse race-discrimination claim. Hence, the city's Motion for Summary Judgment was granted, and the case was dismissed with prejudice.

Two Are Dismissed, Two Go Back to Trial

Four black employees of the Chicago Transit Authority charged racial discrimination by their employer in violation of Title VII and related statutes.

Two of the plaintiffs, female personnel specialists, claimed that they had been passed over in favor of Caucasian males (Lebron and Riley). The general manager of the department (Tapling) had chosen to give this work to Lebron and Riley.

As to Lebron's promotion, the general manager (Tapling) testified that Lebron lacked a master's degree, but admitted that the manager had previously rated one of the minority employees as being "suitable" for the job. Tapling also testified that both minority employees had been reluctant to work overtime, but the time sheets showed that the two minority employees had put in at least as much extra time as did the Caucasian employee who got the job.

Tapling's testimony was inconsistent. For example, he had said one of the employees had unexcused absences. Yet in a further deposition, Tapling admitted that she was no longer confident that absences had been a factor. Furthermore, although Riley had a master's degree and the plaintiffs did not, Riley's master's degree was in human relations—and Tapling had not said that a master's degree was required. Tapling also accused one of the plaintiffs of theft; but in fact, the employee had reimbursed the CTA. Furthermore, a Caucasian employee, admitting to the so-called theft, also paid back the sum involved, and was not disciplined.

The 7th Circuit held that there was enough contradiction here that the matter should go to a jury and could not be properly resolved in summary judgment. Consequently, the grant of summary judgment as to the two black plaintiffs was *reversed* by the Court of Appeals.

As for the two other minority plaintiffs, one complained that he had been passed over in favor of a Caucasian and, later, by yet *another* Caucasian. Moreover, the facts showed that the two minority employees were granted an increase in salary. Although neither obtained a promotion (to fill a vacancy), there was no evidence in the record showing that either of these two plaintiffs was qualified for the promotion.

The Court of Appeals granted the dismissal of these two minority employees but, as indicated earlier, the other two plaintiffs' cases were directed to return for hearing before the jury.

Education Decisions of Interest

Illinois Educational Labor Relations Board Clarifies Time Limits[3]

The Illinois Educational Labor Relations Board (IELRB, or the board) issued a recent memorandum, clarifying several timelines that apply to parties appearing before it.

In representation cases, an investigator and/or an administrative law judge may take 10 days to conduct an investigation. If a hearing is needed, it should commence no later than 10 days after filing the representation petition—and should be concluded no later than the 11 days after filing the petition. Within 15 days after the close of hearing, parties should file their post-hearing briefs. Unit-clarification petitions will follow the timeline of unfair labor practice cases.

As for unfair labor practice cases, within 14 days after all parties have been notified that an unfair labor-practice charge has been filed, the parties must file their position statements and other pertinent information with the board investigator assigned to the case. Within 45 days of the date of filing the complaint, the investigation must be completed or dismissal will be issued on the 45th day. No reply or sur-reply briefs are allowed, unless the chief investigator solicits or approves them.

With respect to hearings, contending parties must appear in person within 21 to 25 days after a complaint is issued, and be prepared to mediate the dispute with a board staff member. Hearings must commence no later than 28 days after filing a complaint; and should generally close no later than the 29th day. When there are scheduling problems, this may be closed no later than 32 days after filing the complaint. Within 21 days after a hearing closes, the parties must file their post-hearing briefs. No reply or sur-reply briefs are allowed, unless the chief administrative law judge solicits or approves them. Within 30 days of receiving the parties post-hearing briefs, the administrative law judge should submit a rough draft of the decision to the chief administrative law judge and within 30 days of that date, the administrative law judge's decision will issue.

Some of the above timetables may have to be modified or varied on a case-by-case basis.

Despite Parent Volunteer's "Free Speech" Claim, Principal Discharges Her to Maintain Effective School Operation

A discharged parent volunteer sued the principal of an Illinois elementary school, alleging that she had been dismissed for exercising her right to free speech. She had sought to raise concerns about mismanagement of student discipline—and about students' general health and safety.[4]

Plaintiff was a parent volunteer under the school's Parent Volunteer Program, created to increase parent involvement in the school. Her duties included working on bulletin boards, assisting with grade books, taking students to the bathroom and lunchroom, grading papers and planning on supervising craft activities for the classrooms.

Plaintiff's son had problems with peer interpersonal relationships at the school. She alleged that many of those problems were attributable to race. Her son had been disciplined, for allegedly calling another classmate "a stupid n - - - - -." Plaintiff denied he made such a remark. The classmate stabbed plaintiff's son with a pencil, and was disciplined. Later, he stabbed the plaintif's son again.

Plaintiff claimed that the classmate should have been arrested and suspended for 10 days, whereas the punishment had been less severe. She also alleged that two other students had jumped her son. At plaintiff's request, the principal conducted meetings with police officers and the children involved. But plaintiff called the resulting punishment "totally inappropriate." She then filed a police report, and the police did come to the school and arrest the children who had been involved in making threats to and jumping plaintiff's son. It is not clear from the court's decision what punishments were involved.

Plaintiff voiced her concerns about school mismanagement at various meetings with the principal and with other school administrators. The principal told her the incidents had been investigated and that the situation was "harmless." According to plaintiff, the principal told police that parents of the other children said plaintiff was "nuts."

Plaintiff was eventually discharged, and she sued the principal. The District Court granted the principal's motion for summary judgment.

The court saw plaintiff's speech as an individual situation and not a matter of public concern. Holding that plaintiff's "motivation was clearly to improve the situation of her son rather the situation of the community in general," the court further held that plaintiff's "desire to correct a potential discipline abuse involving her son is certainly understandable. It does not, however trigger the protection of the First Amendment."

The court also found that the decision to fire plaintiff had been necessary for the Parent Volunteer Program to operate efficiently. Her continued employment as a participant would, according to the court, "likely have caused the students to lose respect for the Parent Volunteer Program." Accordingly, the court found that the principal's interest in maintaining effective operation of the school outweighed plaintiff's interest in her [right to free] speech.

For these reasons, the Northern District of Illinois entered judgment in favor of the principal and against plaintiff.

Other Legal Matters of Interest

Chicago Firefighters Rewarded with Eight-Year Contract

On March 27, 2003, the *City Hall Reporter* stated that Chicago's city firefighters had received an eight-year contract. They had waited four years for a new contract, and thus they were rewarded with an unprecedented eight-year agreement. After four years of no wage increase, the firefighters received an immediate 16 percent wage hike to cover the dry four years. This 16 percent increase paralleled an increase that an arbitrator had earlier awarded to the city's police officers. The city was granted the right to test randomly for drug and alcohol use.

The contract also includes a 1 percent pay increase on July 1, 2003, and 2 percent in 2004, which can both be negotiated upward if the economy improves. Raises for the final two years will be negotiated later when the city has a better idea of what it can afford to pay.

The starting salary for firefighters hired after January 1, 1998, increases from $35,522 a year in 1998 to $40,416 in 2004. Battalion chiefs' salaries increase from $84,720 to $102,143 during the same period.

Federal Appeals Court Affirms Award in Cicero Residency Issue

The Illinois Association of Firefighters, IAFF Local 717, AFL-CIO, CLC, appealed from the Circuit Court of Cook County, which had vacated and remanded an arbitral award in the union's favor on the issue of residency.[5]

During collective bargaining between the union and the town, contending parties had reached an impasse on the union's proposal to eliminate the Cicero residency requirement.

The 7th U.S. Circuit Court of Appeals noted that the union initially proposed that firefighters be required only to reside in Illinois. Whereas, the town offered a more stringent proposal that required firefighters to reside only within *Cicero's municipal boundaries* (that having been the town's status quo). Failing to reach an agreement on this issue, the parties selected Herbert Berman as a neutral arbitrator. The union's proposal was defined as the geographical area bounded within Illinois Route 39 on the west, Interstate 80 on the south, Illinois Route 22 on the north, and Lake Michigan on the east. The arbitrator adopted the union's proposal.

By a three-fifths majority, the town voted to reject the arbitration award. But both parties agreed to return for a supplemental proceeding, wherein the arbitrator issued a supplemental opinion and decision, reaffirming his original decision to adopt the union's proposal.

Cicero then filed a petition for review in the Circuit Court of Cook County, asking that the court vacate the arbitrator's opinion and award. The Circuit Court issued a memorandum opinion and order reversing the arbitrator's award, and remanding the case for another proceeding.

On appeal, the union contended that the trial court improperly substituted its judgment and argued that the arbitrator had properly decided the residency-requirement dispute.

The 7th U.S. Circuit Court of Appeals found that the evidence *supported* the arbitrator's decision, noting that a reviewing court should be reluctant to strike down an arbitrator's award.

The town argued that the arbitrator had to accept the position of its expert witness, Dr. Herring, a sociology professor. The professor testified concerning the adverse effect that eliminating local residency requirements would have on Cicero's citizens. The Court of Appeals rejected the town's argument, stating that a fact finder was not bound to accept testimony that was noncredible—or lacking sufficient foundation—simply because it was uncontroverted. The appeals court found that the arbitrator was "very much aware" of the reasons why the town wished to maintain its requirement, but had decided differently; and his decision had not been arbitrary or capricious. The court also found that the arbitrator had considered the public-safety issue, concluding that public safety would not be compromised if firefighters were allowed to reside outside town limits.

The Court of Appeals found that the arbitrator's decision had been reasoned and based on applicable statutory factors for resolving this residency requirement dispute. The appeals court, therefore, reversed the Circuit Court of Cook County's finding to the contrary—and affirmed the arbitral opinion and award. The decision was delivered by Justice Smith with two other appeals court judges, Judge Gordon and Judge O'Malley, concurring.

Lots of Complaining Doesn't Always Work

In a recent case, a highway maintainer (later a heavy-construction equipment manager) alleged that he was being treated unfairly. This employee complained that others got more overtime than he did; that he would gladly testify for a female worker who was alleged to have been discriminated against; that he could no longer tolerate his supervisors' continual abuse of their power and authority; that he had to pick up trash, which others didn't have to; that another employee got to do time-keeping work, while he, (the soon-to-be plaintiff) had to load trucks instead; that another employee slammed the door in his face and did other things that made him uneasy at work; that his supervisors stopped making casual talk with him; that occasionally he was not given a full 15 minutes to wash up, and that he received a written warning letter pursuant to a predisciplinary meeting.

The employee (now plaintiff) sued the Illinois Department of Transportation under Title VII of the Civil Rights Act of 1964, claiming that the company had retaliated against him for opposing alleged discrimination against a female worker. His claim of retaliation had to do with all the complaints referred to above, plus a few more. He filed his lawsuit with the Eastern Division of the U.S. District Court, Northern District of Illinois.

The judge pointed out that, for an employee to succeed in this kind of suit, he would have to show he was a victim of adverse employment action, not acts which have "little effect on an employee's job" or involve "mere inconveniences or alteration of job responsibilities." The judge noted that this plaintiff had not lost his job or his pay, and did not prove any "tangible job consequence," such as a firing, demotion, suspension or pay decrease. According to the Judge, plaintiff's complaints were "insufficient to constitute direct evidence of retaliation."

The judge referred to the 7th U.S. Circuit Court of Appeals' holding that "[not] everything that makes an employee unhappy is actionable" and is not necessarily an adverse employment action. Accordingly, the judge concluded that this employee "failed to show that he suffered an adverse employment action," and was consequently "unable to show a causal connection between an adverse employment action and his participation in the sexual harassment claim."

As for all the plaintiff's complaints they simply did not hold up under close scrutiny.

Illinois Appellate Court Honors IELRB Filing Rules

On June 30, 1998, a college education employee filed unfair labor practice charges with the Illinois Educational Labor Relations Board (IELRB) against his employer, the City Colleges of Chicago—Malcolm X College, complaining of harassment. After a hearing, the Administrative Law Judge (ALJ) found that the City Colleges had credible reasons for not granting the plaintiff's claims, and found no evidence to support the plaintiff's contentions.

Under the Illinois Code, a plaintiff can file exceptions from an ALJ's decision, but this must be done within 21 days after receipt of the decision and order. Here, the plaintiff received a copy of the ALJ's decision on November 17, 2000. Instead of immediately filing an appeal with the IELRB, the plaintiff filed with the Illinois Appellate Court. Plaintiff later filed an appeal with the IELRB, but not until December 20, which was well past 21 days following the ALJ's November 17 decision. The board, therefore, found that the plaintiff had not met the requisite 21-day rule. Thus the appeal was without merit. The board attached no significance to plaintiff's filing with the Appellate Court.

The plaintiff appealed the board's decision. On appeal, the court found that it should "afford the board, as the administrative agency, 'respectful consideration' of the interpretation it gives its own rules," and that the court "cannot overrule that interpretation unless it is plainly erroneous."

Plaintiff argued that he had filed with the court on December 6. The court pointed out that board regulations "clearly and unambiguously required him to file the exceptions with the board," and "could not be 'transferred' from the appellate court to the board...."

Next, the plaintiff claimed he did not receive "due process" from the board. Nevertheless, the court noted that the law clearly states "there is no due process violation in an administrative agency proceeding where the negligence or intentional conduct of a party results in the dismissal of its claim." The court further pointed out that in failing to comply with board rules, "Petitioner deprived himself of his protected interest."

Additionally, the court contended that "Petitioner did not provide us with any case law demonstrating the application of an exception on this basis. Also, although petitioner appeared pro se [without legal representation], he was fully informed of the rule he now challenges."

[As an aside, doesn't it seem absurd that it took more than four years to determine whether a board rule is enforceable? Yet that's *exactly* what happened here.]

U.S. Supreme Court Clarifies "Catastrophic Injury": Opens Door for More Employee Recoveries

For some time, there's been confusion as to just what the term "catastrophic injury" means in regard to continuing health benefits for full-time firefighters who suffer a "catastrophic injury" on the job. Authorities disagree as to whether Section 10(a) of the Public Safety Employee Benefits Act (PSEBA) provides for such benefits only if the "catastrophic injury…severely limits the earning power of the affected employee" (as the City of Bloomington and other employers in this case contend). Or whether, as this plaintiff contends, you can ascertain the meaning only by rigorously examining the PSEBA's legislative history. Union advocates recommended even more options by filing amicus briefs.

The U.S. Supreme Court looked into the legislative history and found (inaccurately, we believe) that "it could not be clearer."[6] At several points in the legislative history, the court found the bill's supporters intended to continue the health benefits if the employee is "disabled in the line of duty." According to the court, both the House and the Senate agreed that this was the proper interpretation, and bills to that effect were passed by huge majorities. According to the Supreme Court,"…both of the bills' sponsors were concerned from the outset with *line-of-duty disabilities*, [emphasis added] explicitly informing their colleagues of the bills' focus immediately prior to every vote. In light of this *unambiguous* legislative history, and in light of Section 10(a)'s *facial ambiguity*, we will defer to the legislature's judgment." Thus (unfortunately for employers), the court made clear the meaning of "catastrophic injury."

Seyfarth Shaw Attorneys' Public Sector Activities

The 2003 Public Sector Employment Law Update

The Seyfarth Shaw program for Public Sector clients took place February 13 at the Hyatt Lodge in Oak Brook, Illinois. As usual, we presented a wide variety of subjects, and many Seyfarth Shaw clients and friends attended.

Patti Hubbard and Ron Kramer discussed developments concerning the Americans With Disabilities Act (ADA), including such down-to-earth subjects as:

"What questions can an employer lawfully ask an applicant about his or her disabilities?" "What accommodations, if any, can or should be made for an applicant?" "Can the employer meet the applicant's attendance requirements?" "Can the employer ask about an applicant's current or prior illegal drug use?" Plus many other questions that often leave employers wondering.

In addition, Patti and Ron discussed the current military reserve leave basics, troublesome supervisory issues, retaliatory discharge problems, whistle-blowing, recent police and firefighter pension developments, and a host of other pressing issues.

Ted Clark and Jill Leka summarized a substantial number of labor-related bills already introduced in the new Illinois General Assembly.

Bob Long covered tips and techniques for improving training —while achieving greater cost-effectiveness. He also discussed difficult ongoing legal cases and several topical issues, from management skills and privacy, to diversity and affirmative action, offering numerous sound suggestions along the way. Bob's last subject, "What Could Go Wrong with Your Training?" held great interest for everyone in the audience.

Jim Baird discussed collective bargaining trends and developments. These include recent settlement patterns, union bargaining tactics, economic data, and the business downturn's effect on current negotiations. Jim also presented detailed information regarding representation elections that took place in 2002, recent contract settlements (e.g.: wage increases, cost-of-living, and health-care topics), contract language and clauses, and currently negotiated pension plans.

Ted Clark and Bob Smith then led a lively discussion on recent interest arbitration cases. Arbitrator decisions covering wage increases as far down the road as 2004 were included. Beyond wages, Ted and Bob also discussed subjects such as insurance and holiday pay. Then they summarized interest arbitration cases, ongoing in states such as Iowa, Michigan, California and others.

Dina Kapernekas and Cynthia Mooney addressed a rather hopeful subject: "Hiring and Interviewing Prospective Employees." Their presentation covered job descriptions, conducting interviews, checking references, credit histories, and personal backgrounds, applicant testing (medical, drug, lie detectors), residency, and many other issues. The ground covered also included "What questions can you legally ask prospective hires?" and "Which questions violate the law?" Dina and Cynthia included information that would prove useful for anyone seeking outstanding applicants.

The day ended with the client favorite: *A Very Fast 50-Minute Review*. In brief, Seyfarth Shaw attorneys covered a vast assortment of subjects, and miraculously managed to do so within the prescribed 50 minutes. Attorneys and subjects this year included: Dina Kapernekas: *Personnel Files*; Adam Greetis: *HIPAA and 4-5-7 Plans*; Jim Powers: *FLSA Cases, Zipper Clauses and Indemnification Clauses*; Mark Lies: *Mold Liability*; Mary Kay Klimesh: *The Gift Ban Act and Other Public-Facility Issues*; and Chris Casazza: *Weingarten Issues.*

An Emergency Half-Day Client Seminar for Public Employers

Legislative Changes from Springfield

Where do we go?...What should we do?

The Illinois General Assembly has enacted perhaps the most far-reaching changes in labor and employment law that the State has seen in the last 20 years. Seyfarth Shaw is presenting this emergency client seminar to discuss these changes and the steps which our public sector clients can take, if they choose, to prepare for and/or minimize their potential legal exposure.

Date: Thursday, July 17, 2003

Place: Hamburger University
McDonald's Office Campus
2715 Jorie Blvd., Oak Brook, IL

Time: 9:00 a.m. to Noon

Cost: $75.00 for first person, $50 for each additional

Register: online at http://www.seyfarth.com/events,
email to Christi Kennedy at ckennedy@seyfarth.com,
call Christi at 312-739-6981

For more information, visit our website at www.seyfarth.com/events

Endnotes

1 In the Matter of the Arbitration Between City of Springfield and International Association of Firefighters, Local 37; Arbitrator Edwin H. Benn, April 1, 2003.

2 Phelan v. City of Chicago, 226 F. Supp. 2nd 914 (N.D. Ill. 2002).

3 April 8, 2003 Memorandum prepared by State of Illinois, Illinois Educational Labor Relations Board.

4 Friend v. Lalley, 146 LC 59, 610, 194 F Supp. 803 (2002).

5 Town of Cicero v. Illinois Association of Firefighters, First Division (March 31, 2002).

6 Bill Krohe v. The City of Bloomington, Supreme Court, Docket No. 94112 (March 20, 2003).

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