

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

Metropolitan Alliance of Police,	)	
Chapter 116,	)	
	)	
Charging Party,	)	
	)	Case Nos. S-CA-15-148
and	)	S-CA-16-014
	)	
City of Harvey (Police Department),	)	
	)	
Respondent.	)	

**ORDER**

On June 21, 2016, Administrative Law Judge Anna Hamburg-Gal, on behalf of the Illinois Labor Relations Board, issued a Recommended Decision and Order in the above-captioned matter. No party filed exceptions to the Administrative Law Judge's Recommendation during the time allotted, and at its September 7, 2016 public meeting, the Board, having reviewed the matter, declined to take it up on its own motion.

**THEREFORE**, pursuant to Section 1200.135(b)(5) of the Board's Rules and Regulations, 80 Ill. Admin. Code §1200.135(b)(5), the parties have waived their exceptions to the Administrative Law Judge's Recommended Decision and Order, and this non-precedential Recommended Decision and Order is final and binding on the parties to this proceeding.

**Issued in Chicago, Illinois, this 7th day of September, 2016.**

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

/s/ Kathryn Zeledon Nelson  
**Kathryn Zeledon Nelson**  
**General Counsel**

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

Metropolitan Alliance of Police,	)	
Chapter 615,	)	
	)	
Charging Party	)	
	)	Case Nos. S-CA-15-148
and	)	S-CA-16-014
	)	
City of Harvey (Police Department),	)	
	)	
Respondent	)	

**ADMINISTRATIVE LAW JUDGE’S CORRECTED RECOMMENDED DECISION AND  
ORDER**

On May 29, 2015, the Metropolitan Alliance of Police, Chapter 615, (Charging Party or Union) filed a charge in Case No. S-CA-15-148 pursuant to Section 11 of the Illinois Public Labor Relations Act, 5 ILCS 315 (2014) as amended (Act), and the Rules and Regulations of the Illinois Labor Relations Board 80 Ill. Admin. Code, parts 1200 through 1240 (Rules). The charge alleged that the City of Harvey (Respondent) violated Sections 10(a)(4) and (1) of the Act by unilaterally changing bargaining unit member police sergeants’ shifts. On December 15, 2015, the Union filed an amended charge in Case No. S-CA-15-148 alleging that the Respondent violated Sections 10(a)(4) and (1) of the Act by refusing to pay unit employees in accordance with the pay scale set forth in the collective bargaining agreement (CBA) and refusing to pay employees retroactive benefits. On August 13, 2015, the Union filed a charge in Case No. S-CA-16-014 alleging the Respondent violated Sections 10(a)(4) and (1) of the Act by refusing to ratify and sign the parties’ successor CBA.

The charges were investigated in accordance with Section 11 of the Act and on April 19, 2016, the Executive Director of the Illinois Labor Relations Board (Board) consolidated the charges and issued a Complaint for Hearing.<sup>1</sup> The Complaint contained the following statement:

---

<sup>1</sup> This corrected RDO amends the Complaint to state the correct name of the Charging Party. The Complaint listed the Charging Party as Metropolitan Alliance of Police, Chapter 116, but the charges indicate that the Charging Party is Metropolitan Alliance of Police, Chapter 615. Notably, the clerical error in the Complaint does not remove the Respondent’s obligation to file a timely answer. City of

**RESPONDENT IS HEREBY NOTIFIED** that 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 Anna Hamburg-Gal, 160 N. LaSalle St., Ste. S-400, Chicago, IL 60601, and serve a copy thereof upon Charging Party within 15 days after service of the complaint upon it. 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.

The Respondent should have filed an Answer post-marked no later than May 9, 2016, pursuant to Sections 1220.40(b) and 1200.30 of the Board's Rules. Under Section 1220.40(b) of the Rules, the Respondent was required to submit an answer to the complaint within 15 days of service. 80 Ill. Admin. Code 1220.40(b). Section 1200.30(c) of the Rules provides that a document is presumed served on a party three days after it is mailed. 80 Ill. Admin Code 1200.30(c). In computing any period of time prescribed by the Act or Part 1200 of the Rules, "the designated period of time begins to run the day after the act, event, or default and ends on the last day of the period so computed." 80 Ill. Admin. Code 1200.30(a). In addition, "when a time period prescribed under the Act or [Part 1200 of the Rules] is less than 7 days, intervening Saturdays, Sundays, or legal holidays shall not be included." 80 Ill. Admin. Code § 1200.30. Finally, the rule states that "if the last day falls on a Saturday, Sunday, or legal holiday, the time period shall be automatically extended to the next day that is not a Saturday, Sunday or legal holiday." *Id.* Applying these rules, service on Respondent was presumed effective on April 22, 2016.<sup>2</sup> The Respondent should have filed an answer within fifteen days of April 22, 2016, in other words, no later than May 9, 2016.

As of May 25, 2016, the Respondent had filed no answer. Accordingly, on that date, I issued an Order to Show Cause (Order) to the Respondent via email as to why a Default

---

Mattoon, 9 PERI ¶ 2016 (IL SLRB 1993)(respondent was required to file an answer even though the complaint listed wrong case number and the order for hearing inverted the names of the charging party and respondent); see also Cnty. of DuPage and DuPage Cnty. Sheriff, 30 PERI ¶ 115 (IL LRB-SP 2013)(inadvertent failure to list Sheriff as respondent in complaint did not remove Sheriff as respondent where he was named in charges as a respondent).

<sup>2</sup> Under City of St. Charles, the addressee may rebut the presumption of service with sufficient evidence that actual delivery occurred at a later date. City of St. Charles v. Ill. Labor Rel. Bd., 395 Ill. App. 3d 507 (2nd Dist. 2009). Respondent does not deny that it received service of the document on April 22, 2016.

Judgment should not issue for the Respondent's failure to file a timely answer. The Respondent's response to the Order was due by close of business on May 31, 2016.

On May 31, 2016, the Respondent filed a three-part document that included a response to the Order, a motion for leave to file a late answer, and a request for a variance from the Board's filing rules.<sup>3</sup>

## **I. Issues and Contentions**

The issues are (1) whether the Respondent should be allowed to file a late answer pursuant to Section 1220.40(b) of the Board's rules and (2) whether the Respondent should be granted a variance from the Board's filing deadlines such that its late answer, if accepted, would be deemed timely filed.

The Respondent does not dispute that it received service of the complaint, but notes that the Respondent's officials mistakenly believed that no response was necessary. They thought that they had addressed the concerns raised by the Union in its charges and that the Union would therefore withdraw them.

The Respondent further asserts that the Board should allow a late answer because a court would vacate a default judgment on equitable grounds in a case such as this where the Respondent remedied the alleged violation and believed the Union would withdraw the charges.

Finally, the Respondent argues in favor of a variance noting that the filing rule is not statutorily mandated. It further asserts that the Union would not be injured in by the variance where Union members never complained to the Respondent's officials after execution of the CBA that the Respondent had not paid them the sums owed. Lastly, it reasons that strict application of the filing rule would be unreasonable and unnecessarily burdensome where the charges are moot, where denial of a variance would result in an incomplete record, unfavorable to the Respondent, and where the Respondent acted diligently in filing its petition for relief.

## **II. Discussion and Analysis**

---

<sup>3</sup>The document was entitled "Response to Order to Show Cause, Motion for Leave to File Late Answer to Complaint for Hearing Under Section 1220.40(b) and Alternative Request for Variance Under Section 1220.160."

A default judgment issues herein because the Respondent did not file a timely answer and failed to demonstrate circumstances that would justify granting approval for a late filing or granting a variance from the filing deadline.

As a preliminary matter, the Respondent does not dispute that it should have filed an answer post-marked no later than May 9, 2016, pursuant to the Board's rules, and that it failed to do so. The Board's rules provide that "parties who fail to file timely answers shall be deemed to have admitted the material facts and legal conclusions alleged in the complaint." 80 Ill. Admin Code 1220.40(b). The cited rule further provides the following: "The failure to answer any allegation shall be deemed an admission of that allegation. Failure to file an answer shall be cause for the termination of the proceeding and the entry of an order of default. Filing of a motion will not stay the time for filing an answer." *Id.* This rule has been strictly construed by the Board and courts, which have consistently held that a respondent's failure to timely file an answer to a complaint results in admissions of all allegations in the complaint and an entry of default judgment. Wood Dale Fire Prot. Dist. v. Ill-Labor Relations Bd., 395 Ill. App. 3d 523 (2nd Dist. 2009), *aff'g* Wood Dale Fire Prot. Dist., 25 PERI ¶ 136 (IL LRB-SP 2008); Metz v. Ill. State Labor Relations Bd., 231 Ill. App. 3d 1079 (5th Dist. 1992), *aff'g* Circuit Clerk of St. Clair Cnty., 6 PERI ¶ 2036 (IL SLRB 1990); Peoria Hous. Auth., 11 PERI ¶ 2033 (IL SLRB 1995); Chicago Hous. Auth., 10 PERI ¶ 3010 (IL LLRB 1994); Cnty. of Jackson (Jackson Cnty. Nursing Home), 9 PERI ¶ 2025 (IL SLRB 1993); City of Springfield, Office of Pub. Utils., 9 PERI ¶ 2024 (IL SLRB 1993).

Accordingly, the only remaining issues are whether the Respondent should be allowed to file late and alternatively, whether the Respondent should be granted a variance from the regulatory filing deadline.

#### 1. Leave to File a Late Answer

The Respondent's motion for Leave to File a Late Answer is denied because the Respondent has not demonstrated the existence of extraordinary circumstances that would warrant granting such a motion.

Section 1220.40(b)(4) of the Rules provides that "[l]eave to file a late answer shall only be granted by the Administrative Law Judge if the late filing is due to extraordinary circumstances, which will include among other things: fraud, act or concealment of the opposing

party, or other grounds traditionally relied upon for equitable relief from judgments.” 80 Ill. Admin. Code 1220.40(b)(4).

However, the failure of a party’s legal representative to meet a deadline due to simple inattention or negligence does not constitute an extraordinary circumstance under Section 1220.40(b)(4). First Transit/River Valley Metro, 26 PERI ¶ 38 (IL LRB-SP 2010), aff’d by unpub. order, 27 PERI ¶ 61 (3rd Dist. 2011); City of Markham, 27 PERI ¶ 7 (IL LRB-SP 2011). Except in narrowly defined circumstances, negligence by a party’s attorney does not shield it from the consequence of that negligence. Amalgamated Transit Union, Local 241, 29 PERI ¶ 78 (LRB-SP 2012) (citing Wood Dale, 25 PERI ¶ 1136 and Bd. of Educ. Thornton Twp. High Sch. Dist. No. 205 v. Ill. Educ. Labor Relations Bd., 235 Ill. App. 3d 724, 730-31 (4th Dist. 1992)).

Here, the Respondent’s failure to file a timely answer amounts to mere attorney negligence because the Respondent in this case failed to file an answer based on the admittedly mistaken belief that an answer was not necessary. The Respondent claims that its agents thought the Union would withdraw its charge, but it offers no documentation to support the reasonableness of this belief. It cites no case law for the proposition that such a mistaken belief would justify its failure to timely answer the complaint and offers no precedent to support the assertion that ALJs have granted respondents leave to file late under similar circumstances.

Contrary to the Respondent’s assertion, the Respondent has also failed to demonstrate the existence of circumstances traditionally relied upon for equitable relief from judgments. The Respondent asserts that it would receive equitable relief from the courts on appeal from a default judgment because it rendered the charge moot by paying employees their owed retroactive wages and benefit sometime after October 22, 2015. Even assuming *arguendo*, that the Respondent’s claim is factually and legally correct, the Respondent’s payments would not moot the charges and by extension would not justify equitable relief from the courts. The Board has held that a respondent’s subsequent compliance with its duty to bargain in good faith does not render moot a complaint alleging that the respondent violated its duty to bargain in good faith at an earlier point in time. Tri-State Professional Firefighters Union, Local 3165, IAFF, 31 PERI ¶ 78 (IL LRB-SP 2014); City of Ottawa, 27 PERI ¶ 6 (IL LRB-SP 2011). In addition, the Board can still provide a remedy in this case by requiring the Respondent to post a notice and to pay employees interest at 7% per annum on the sum it previously owed. Tri-State Professional Firefighters Union,

Local 3165, IAFF, 31 PERI ¶ 78; Illinois State Employees Association, 7 PERI ¶ 2015 (IL SLRB 1991); 5 ILCS 315/11(c)(addressing interest).

Thus, Respondent's motion for leave to file a late answer is denied.

## 2. Request for a Variance

The Respondent's request for a variance is denied because the rule governing the filing of the answer is not unreasonable or unnecessarily burdensome as it is applied here.

A variance of any provision of the Rules is permitted by Section 1200.160, which states the following:

The provisions of this part or 80 Ill. Adm. Code 1210, 1220 or 1230 may be waived by the Board when it finds that:

- a) The provision from which the variance is granted is not statutorily mandated;
- b) No party will be injured by the granting of the variance; and
- c) The rule from which the variance is granted would, in the particular case, be unreasonable or unnecessarily burdensome.

In this case, the first requirement of Section 1200.160 is met because the 15-day filing rule in Section 1220.40(b) is not statutorily mandated. However, the third requirement is not satisfied. I need not address the second requirement because all three requirements must be satisfied for the variance to be entertained by the Board. Notably, even if all three requirements were met, the grant of a variance remains a matter of the Board's discretion and is not a matter of right by the party. City of Ottawa, 27 PERI ¶ 6 (IL LRB-SP 2011).

Addressing the third requirement, compliance with the time limit for filing an answer is not unreasonable or unnecessarily burdensome under the circumstances of this case because the Respondent has not demonstrated mitigating circumstances that would justify its late answer. The Board must consider the Respondent's excuses, explanations, and mitigating circumstances in determining whether strict adherence to its filing rules is unreasonable or unnecessarily burdensome. Wood Dale Fire Protection Dist. v Ill. Labor Rel. Bd., 395 Ill. App. 3d 523, 532-533 (2nd Dist. 2009). Attorney negligence is not a sufficient ground to overturn a Board decision denying a variance. Wood Dale Fire Protection Dist., 395 Ill. App. at 530. However,

“the negligence of counsel may be excused where mitigating circumstances are present.” Cook Cnty. State’s Attorney, 292 Ill. App. 3d at 12. The Board grants such variances only under exceptional circumstances. Vill. of Calumet Park, 17 PERI ¶ 2024 (IL LRB-SP 2001); aff’d by unpub. order, Docket No. 1-01-1520 (1st Dist. 2000); see also City of Kankakee, 17 PERI ¶ 2013 (IL LRB-SP 2001); City of Chicago Heights, 17 PERI ¶ 2026 (IL LRB-SP 2001) (due diligence standard used).

Here, the Respondent’s assertion, that it mistakenly believed it did not need to file an answer, does not rise to the level of exceptional circumstances that warrant granting a variance. Indeed, the Board has upheld default judgments in the face of similar excuses. See Vill. of Dolton, 17 PERI ¶ 2017 (IL LRB-SP 2001) (answer untimely due to docketing error arising from office personnel changes); City of Markham, 17 PERI ¶ 2036 (IL LRB-SP 2001) (attorney misread due date for answer and response to order to show cause); Ill. Secretary of State, 11 PERI ¶ 2027 (IL SLRB 1995) (failure to mail answer in a timely manner); Vill. of Maywood, 21 PERI ¶ 147 (IL LRB-SP ALJ 2005) (failure to file timely answer due to office turmoil).

The Respondent’s reliance on what it identifies as a “typical” union practice merely underscores the Respondent’s failure to exercise sufficient care and does not illustrate the existence of exceptional circumstances that would justify a variance. The Respondent claims that charging party-unions ordinarily withdraw pending charges once they enter into a new agreement with the respondent-employer, and the Respondent explains that it expected the Union to do so here. However, the Respondent’s failure to protect its interests by filing an answer while waiting for a withdrawal is difficult to comprehend where the complaint and the Board’s rules so clearly set forth the dire consequences of not filing.

Likewise, the Respondent’s argument that the complaint is mooted does not justify a late answer where the complaint is not in fact moot, as discussed above, and where the Respondent has offered no case law to support the proposition that mootness would obviate the need to file an answer.

Finally, this case is distinguishable from Cook County State’s Attorney, in which the Court reversed the Board’s denial of a variance. Unlike the respondent in Cook County State’s Attorney, the Respondent here did not exercise diligence in filing the answer or the request for relief because it did not file either until over three weeks past the answer’s due date, and did so only in response to an Order to Show Cause. Cf. Cook Cnty. State’s Attorney, 292 Ill. App. 3d

at 12 (variance warranted where employer set forth meritorious defense, timely notified Board of its defense in its position statement, and sought relief immediately upon discovering that answer had been filed three hours late); but see Ill. Secretary of State, 11 PERI ¶ 2027 (IL SLRB 1995) (upholding default judgment where answer was filed three days late).

Thus, given the Board's strict application of the time limit for filing an answer and the lack of mitigating circumstances, the Respondent has waived its right to a hearing in this matter and has admitted the material factual and legal allegations as stated in the complaint.<sup>4</sup>

### **III. Respondent's Admissions**

By failing to file an answer, the Respondent has admitted the following material facts and legal allegations as stated in the Complaint.

1. At all times material, Respondent is a public employer within the meaning of Section 3(o) of the Act.
2. At all times material, Respondent is 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 is 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 comprised of Respondent's Sworn Police officers in the title or rank of Police Sergeants (Unit).
5. At all times material, Charging Party and Respondent were parties to collective bargaining agreement (CBA) for the Unit with an effective of May 1, 2010 through April 30, 2014, that provided a grievance arbitration procedure culminating in arbitration.
6. On or about December 11, 2013, the parties commenced negotiations for a successor CBA.
7. On or about April 3, 2015, Respondent unilaterally changed Unit employees' work shifts from 8 hour shifts to 12 hour shifts.

---

<sup>4</sup> Even if the Board were to find that all three conditions were met under Section 1200.160, I would not, based upon the alleged facts, exercise such discretion to grant a variance and leave to file a late answer. The need to consistently apply long-standing rules outweighs any unreasonableness of application or unnecessary burden in this case. City of Ottawa, 27 PERI ¶ 6 FN8 (IL LRB-SP 2011).

8. The change in work shifts referenced in paragraph 7 impacts the way unit employees accrue benefits and seniority.
9. Work shifts concern wages, hours, and terms and conditions of employment and are a mandatory subject of bargaining.
10. Respondent took the action referenced in paragraph 7 without providing Charging Party notice and an opportunity to bargain.
11. On or about June 25, 2015, Respondent and Charging Party reached a tentative agreement on a successor CBA (Successor CBA).
12. From June 25, 2015 through October 21, 2015, Respondent failed and refused to ratify and sign the Successor CBA.
13. On or about October 22, 2015, Respondent signed the Successor CBA, which has a term of May 1, 2014 and through April 30, 2018.
14. Since on or about October 22, 2015, Respondent failed or refused to pay Unit employees in accordance with the pay scale set forth in the successor CBA.
15. Since on or about October 22, 2015, Respondent has failed or refused to retroactively adjust the accrual of benefits and seniority, in accordance with the CBA, for Unit employees working a 12 hour shift.
16. By its acts and conduct as described in paragraphs 7, 10, 12, 14 and 15, Respondent violated Section 10(a)(4) and (1) of the Act.

**IV. Conclusions of Law**

1. Respondent violated Sections 10(a)(4) and (1) of the Act when it unilaterally changed Unit employees' work shifts from 8 hour shifts to 12 hour shifts without providing the Charging Party an opportunity to bargain.
2. Respondent violated Sections 10(a)(4) and (1) of the Act when, from June 25, 2015 through October 21, 2015, Respondent failed and refused to ratify and sign the parties' successor CBA.
3. Respondent violated Sections 10(a)(4) and (1) of the Act when, since on or about October 22, 2015, it failed or refused to pay Unit employees in accordance with the pay scale set forth in the successor CBA.
4. Respondent violated Sections 10(a)(4) and (1) of the Act when, since on or about October 22, 2015, it failed or refused to retroactively adjust the accrual of benefits and seniority, in accordance with the CBA, for Unit employees working a 12 hour shift.

**V. Recommended Order**

IT IS HEREBY ORDERED that the Respondent, City of Harvey (Police Department), its officers and agents shall:

- 1) Cease and desist from:
  - a) Unilaterally changing the work shifts of employees represented by the Charging Party, Metropolitan Alliance of Police, Chapter 615.
  - a) Refusing to ratify and sign the successor CBA negotiated with the Charging Party, Metropolitan Alliance of Police, Chapter 615.
  - b) Refusing to pay Unit employees in accordance with the pay scale set forth in the successor CBA.
  - c) Refusing to retroactively adjust the accrual of benefits and seniority, in accordance with the CBA, for Unit employees working a 12-hour shift.
  - d) In any like or related manner interfering with, restraining or coercing its employees in the exercise of the rights guaranteed them in the Act.
- 2) Take the following affirmative action necessary to effectuate the policies of the Act:

- a) If it has not already done so, ratify and sign the successor CBA negotiated with the Charging Party, Metropolitan Alliance of Police, Chapter 615.
- b) If it has not already done, bargain over changes to Unit employees' work shifts from 8-hour shifts to 12-hour shifts, upon request by the Charging Party.
- c) If it has not already reached agreement or resolved the impasse through statutory impasse resolution proceedings, restore the status quo ante of 8-hour shifts until the parties reach agreement on changes to shifts or until the parties resolve their impasse through statutory impasse resolution proceedings.
- d) If it has not already done, pay Unit employees in accordance with the pay scale set forth in the successor CBA.
- e) If it has not already done, retroactively adjust the accrual of benefits and seniority, in accordance with the CBA, for Unit employees working a 12-hour shift.
- f) Pay interest at 7% per annum on the sums owed to employees under paragraph (d) and (e), minus the sums actually paid to employees during the period in which the Respondent's obligation accrued.
- g) Preserve and upon request, make available to the Board or its agents all payroll and other records required to calculate the amount of back pay as set forth in this Decision.
- h) Post, for 60 consecutive days, at all places where notices to employees are normally posted, signed copies of the attached notice. The Respondent shall take reasonable efforts to ensure that the notices are not altered, defaced or covered by any other material.
- i) Notify the Board in writing, within 20 days of the date of this decision of the steps Respondent has taken to comply herewith.

## **VI. Exceptions**

Pursuant to Section 1200.135 of the Board's Rules, parties may file exceptions to the Administrative Law Judge's Recommended Decision and Order and briefs in support of those exceptions no later than 30 days after service of this Recommendation. Parties may file responses to exceptions and briefs in support of the responses no later than 15 days after service of the exceptions. In such responses, parties that have not previously filed exceptions may include cross-exceptions to any portion of the Administrative Law Judge's Recommendation. Within 7 days from the filing of cross-exceptions, parties may file cross-responses to the cross-

exceptions. Exceptions, responses, cross-exceptions and cross responses must be filed with General Counsel Kathryn Zeledon Nelson of the Illinois Labor Relations Board, 160 North LaSalle Street, Suite S-400, Chicago, Illinois 60601-3103, and served on all other parties. Exceptions, responses, cross-exceptions and cross-responses will not be accepted at the Board's Springfield office. The exceptions and/or cross-exceptions sent to the Board must contain a statement of listing the other parties to the case and verifying that the exceptions and/or cross-exceptions have been provided to them. The exceptions and/or cross-exceptions will not be considered without this statement. If no exceptions have been filed within the 30 day period, the parties will be deemed to have waived their exceptions.

**Issued at Chicago, Illinois this 21st day of June, 2016**

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

*/s/ Anna Hamburg-Gal*

---

**Anna Hamburg-Gal  
Administrative Law Judge**

# NOTICE TO EMPLOYEES

---

---

## FROM THE ILLINOIS LABOR RELATIONS BOARD

Case Nos. S-CA-15-148  
S-CA-16-014

The Illinois Labor Relations Board, State Panel, has found that the City of Harvey (Police Department) has violated the Illinois Public Labor Relations Act and has ordered us to post this Notice. We hereby notify you that the Illinois Public Labor Relations Act (Act) gives you, as employees, these rights:

- To engage in self-organization
- To form, join or assist unions
- To bargain collectively through a representative of your own choosing
- To act together with other employees to bargain collectively or for other mutual aid and protection
- To refrain from these activities

Accordingly, we assure you that:

WE WILL cease and desist from unilaterally changing the work shifts of employees represented by the Charging Party, Metropolitan Alliance of Police, Chapter 615.

WE WILL cease and desist from refusing to ratify and sign the successor collective bargaining agreement (CBA) negotiated with the Charging Party, Metropolitan Alliance of Police, Chapter 615.

WE WILL cease and desist from refusing to pay Unit employees in accordance with the pay scale set forth in the successor CBA.

WE WILL cease and desist from refusing to retroactively adjust the accrual of benefits and seniority, in accordance with the CBA, for Unit employees working a 12-hour shift.

WE WILL cease and desist from in any like or related manner, interfering with, restraining or coercing our employees in the exercise of the rights guaranteed them in the Act.

WE WILL ratify and sign the successor CBA negotiated with the Charging Party, Metropolitan Alliance of Police, Chapter 615.

WE WILL bargain over changes to Unit employees' work shifts from 8-hour shifts to 12-hour shifts, upon request by the Charging Party.

## ILLINOIS LABOR RELATIONS BOARD

One Natural Resources Way, First Floor

Springfield, Illinois 62702

(217) 785-3155

160 North LaSalle Street, Suite S-400

Chicago, Illinois 60601-3103

(312) 793-6400

---

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

---

# NOTICE TO EMPLOYEES

---

---

## FROM THE ILLINOIS LABOR RELATIONS BOARD

WE WILL, restore the status quo ante of 8-hour shifts until the parties reach agreement on changes to shifts or until the parties resolve their impasse through statutory impasse resolution proceedings, if we have not already reached agreement or resolved the impasse through statutory impasse resolution proceedings.

WE WILL pay Unit employees in accordance with the pay scale set forth in the successor CBA.

WE WILL retroactively adjust the accrual of benefits and seniority, in accordance with the CBA, for Unit employees working a 12-hour shift.

WE WILL pay the interest on owed sums pursuant to the Order.

DATE \_\_\_\_\_

\_\_\_\_\_  
City of Harvey (Police Department)  
(Employer)

## ILLINOIS LABOR RELATIONS BOARD

One Natural Resources Way, First Floor

Springfield, Illinois 62702

(217) 785-3155

160 North LaSalle Street, Suite S-400

Chicago, Illinois 60601-3103

(312) 793-6400

---

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

---