

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

Village of Barrington Hills,)	
)	
Charging Party)	
)	
and)	Case No. S-CB-12-015
)	
Metropolitan Alliance of Police, Chapter 576,)	
)	
Respondent)	

**DECISION AND ORDER OF THE ILLINOIS LABOR RELATIONS BOARD
STATE PANEL**

On April 25, 2012, Executive Director John F. Brosnan issued an order dismissing the unfair labor practice charge filed by the Village of Barrington Hills (Charging Party or Village) in the above-captioned case. Charging Party filed a timely appeal of the Executive Director's dismissal pursuant to Section 1200.135 of the Rules and Regulations of the Illinois Labor Relations Board, 80 Ill. Admin. Code §1200.135. The Respondent did not file a response. After reviewing the record and the appeal, we affirm the Executive Director's order dismissing the charge for the reasons articulated in that document. We briefly address arguments made on appeal.

The Charging Party alleged that the Metropolitan Alliance of Police, Chapter 576 (Respondent or Union) had failed its duty of providing fair representation for members of a bargaining unit of Village employees in violation of Section 10(b)(1) of the Illinois Public Labor Relations Act, 5 ILCS 315 (2010), as amended (Act), and also failed to bargain in good faith with the Village in violation of Section 10(b)(4) of the Act.¹ The Executive Director dismissed

¹ Sections 10(b)(1) and 10(b)(4) provide:

It shall be an unfair labor practice for a labor organization or its agents:

- (1) to restrain or coerce public employees in the exercise of the rights guaranteed in this Act, provided, (i) that this paragraph shall not impair the right of a labor organization

the charge, finding (1) the Village lacked standing to bring a Section 10(b)(1) charge on behalf of the bargaining unit members and, in any event, had not shown it would be able to demonstrate the elements of such an allegation and (2) the Village would be unable to demonstrate a violation of Section 10(b)(4) given the broad discretion afforded collective bargaining representatives and the nature of the Village's allegation.

To understand the controversy, a little background is helpful. We found the collective bargaining unit consisting of peace officers employed by the Village of Barrington Hills to be an appropriate unit in Vill. of Barrington Hills (Police Dep't), Case No. S-RC-10-049, 26 PERI ¶59 (IL LRB-SP May 28, 2010), and certified Respondent as the bargaining unit representative on June 7, 2010. More recently, we found the Village violated Sections 10(a)(3) and (1) of the Act when, after it became aware of the organizing activity, it withheld a previously announced 2% pay increase for patrol officers and rescinded a previously approved law school tuition reimbursement for the union local president because he had participated in the representation process. Vill. of Barrington Hills (Police Dep't), Case No. S-CA-10-189 (IL LRB-SP ALJ Jan. 10, 2012), aff'd, 29 PERI ¶15 (IL LRB-SP May 29, 2012), appeal pending, Vill. of Barrington Hills v. Ill. Labor Relations Bd., No. 1-12-1832 (Ill. App. Ct., 1st Dist.).

The unfair labor practices alleged here relate directly to activity during the parties' negotiation of their initial collective bargaining agreement after the June 7, 2010 certification of

to prescribe its own rules with respect to the acquisition or retention of membership therein or the determination of fair share payments and (ii) that a labor organization or its agents shall commit an unfair labor practice under this paragraph in duty of fair representation cases only by intentional misconduct in representing employees under this Act;

* * *

- (4) to refuse to bargain collectively in good faith with a public employer, if it has been designated in accordance with the provisions of this Act as the exclusive representative of public employees in an appropriate unit[.]

the bargaining unit in Case No. S-RC-10-049, and are also related to the subjects of the unfair labor practice charges at issue in Case No. S-CA-10-189. After bargaining on the initial collective bargaining agreement commenced, the Union requested mediation (in Case No. S-MA-10-378), and when mediation proved unsuccessful, it requested compulsory interest arbitration. During a break in a subsequent interest arbitration session held on October 12, 2011, the Union proposed a 1.75% increase for 2010 and agreed to the Village's proposed future wage schedule: 1% in 2011, 2% in 2012, 2.5% in 2013 and 3% for 2014. The Union further proposed to withdraw the unfair labor practice charge that was the subject of Case No. S-CA-10-189, or more precisely to withdraw the portion of that charge that concerned the 2% wage increase but not the portion concerning tuition reimbursement for the local's president. The Village rejected the proposal.

The Union then agreed to accept the Village's proposal to cap tuition reimbursement at \$1,500 and limit it to courses of study terminating no higher than bachelor's degrees. It proposed to withdraw the tuition reimbursement portion of its unfair labor practice charge provided the Village pay the local president's tuition reimbursement that had been rescinded and also grandfather in future reimbursement for his tuition payments for the remainder of his course of law school instruction. The Village again rejected the offer.

Returning to interest arbitration, the Union agreed to the Village's wage proposal beginning in 2011 contingent upon its prevailing in its unfair labor practice charge. Eight days later, the Village filed the instant unfair labor practice charge, arguing that the Union's tuition proposal put the interests of the local's president above those of the other unit members. It

alleged the Union violated its duty of fair representation and thus Section 10(b)(1) of the Act, and violated its obligation to bargain in good faith and thus Section 10(b)(4).²

The Village excepts to the Executive Director's determination that it, as the employer, lacked standing with respect to the Section 10(b)(1) duty of fair representation claim. The Village rightly notes that the decisions of the Office of Collective Bargaining and of the labor relations boards of other states relied on by the Executive Director are not binding on the Board, but it makes no attempt to diminish the persuasive effect of the reasoning in those decisions, nor does it cite any decisions suggesting an employer *does* have standing to enforce the duty of fair representation. Rather, it tries to construct from the articulation of policy in Section 2 of the Act a management right "to ensure that all of its employees are fairly treated."

Not only is this supposed right hard to derive from the actual language of Section 2,³ but the very attempt to create substantive rights from such legislative policy statements is improper.

² The Union filed its own unfair labor practice charges relating to the interest arbitration proceedings, Case No. S-CA-12-071, and the Village has another unfair labor practice charge against the Union alleging disclosure of confidential communications from the interest arbitration process, Case No. S-CB-12-021. These charges are currently undergoing investigation.

³ Section 2 reads:

It is the public policy of the State of Illinois to grant public employees full freedom of association, self-organization, and designation of representatives of their own choosing for the purpose of negotiating wages, hours and other conditions of employment or other mutual aid or protection.

It is the purpose of this Act to regulate labor relations between public employers and employees, including the designation of employee representatives, negotiation of wages, hours and other conditions of employment, and resolution of disputes arising under collective bargaining agreements.

It is the purpose of this Act to prescribe the legitimate rights of both public employees and public employers, to protect the public health and safety of the citizens of Illinois, and to provide peaceful and orderly procedures for protection of the rights of all. To prevent labor strife and to protect the public health and safety of the citizens of Illinois, all collective bargaining disputes involving persons designated by the Board as performing essential services and those persons defined herein as security employees shall be submitted to impartial arbitrators, who shall be authorized to issue awards in order to resolve such disputes. It is the public policy of the State of Illinois that where the right of employees to strike is prohibited by law, it is necessary to afford an alternate, expeditious, equitable and effective procedure for the resolution of labor disputes subject

While there is no decision holding this specifically with respect to Section 2, such legislative articulations of policy are not typically considered a substantive part of the Act itself. They may be referenced to resolve ambiguities in an act, but they cannot be used to create an ambiguity in an otherwise unambiguous statute, and they must yield to any express contradictory language in a statute. People v. McCarty, 223 Ill. 2d 109, 128 (2006).

In this case, the Village's attempt to create in itself authority and even an obligation to protect the interests of its employees against actions of their union runs directly contrary to the very concept of an *exclusive* representative as defined in Section 3 and provided in Section 6.⁴ By means of our certification, it is the Union that is the exclusive representative of the bargaining unit's interests. The Employer's construction is antithetical to an essential component of the Illinois Public Labor Relations Act and must fail. The holdings of the Office of Collective Bargaining, and of sister agencies in Ohio, New York and Florida that were referenced by the Executive Director are a better fit with the Act, and for these reasons, we

to approval procedures mandated by this Act. To that end, the provisions for such awards shall be liberally construed.

⁴ In relevant part, Section 3(f) provides:

With respect to non-State fire fighters and paramedics employed by fire departments and fire protection districts, non-State peace officers, and peace officers in the Department of State Police, "exclusive representative" means the labor organization that has been (i) designated by the Board as the representative of a majority of peace officers or fire fighters in an appropriate bargaining unit in accordance with the procedures contained in this Act, (ii) historically recognized by the State of Illinois or any political subdivision of the State before January 1, 1986 (the effective date of this amendatory Act of 1985) as the exclusive representative by a majority of the peace officers or fire fighters in an appropriate bargaining unit, or (iii) after January 1, 1986 (the effective date of this amendatory Act of 1985) recognized by an employer upon evidence, acceptable to the Board, that the labor organization has been designated as the exclusive representative by a majority of the peace officers or fire fighters in an appropriate bargaining unit.

Section 6(c) provides, in part: "A labor organization designated by the Board as the representative of the majority of public employees in an appropriate unit in accordance with the procedures herein or recognized by a public employer as the representative of the majority of public employees in an appropriate unit is the exclusive representative for the employees of such unit for the purpose of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment not excluded by Section 4 of this Act."

affirm the Executive Director's dismissal of the Section 10(b)(1) claim on the basis that the Village lacks standing.⁵

The Village also excepted to the Executive Director's dismissal of the Section 10(b)(4) duty to engage in good faith bargaining claims on the basis the Village was unable to present an issue of fact or law warranting a hearing given the broad discretion afforded a bargaining representative. The Village argues that a representative's discretion in bargaining is not entirely unfettered, and assumes that the Union sought to obtain financial gain for one member at the expense of the others. The latter point runs into the same standing deficiencies articulated above, but in any event neither point has merit.

First, the Village cannot dispute that the discretion afforded bargaining representatives is indeed broad. The Supreme Court articulated this nearly 50 years ago:

Any authority to negotiate derives its principal strength from a delegation to negotiators of a discretion to make such concessions and accept such advantages as, in the light of all relevant considerations, they believe will best serve the interests of the parties represented. A major responsibility of negotiators is to weigh the relative advantages and disadvantages of differing proposals.... Inevitably, differences arise in the manner and degree to which the terms of any negotiated agreement affect individual employees and classes of employees. The mere existence of such differences does not make them invalid. The complete satisfaction of all who are represented is hardly to be expected. A wide range of reasonableness must be allowed to a statutory bargaining representative in serving a unit it represents, subject always to complete good faith and honesty of purpose in the exercise of its discretion.

Ford Motor Co. v. Huffman, 345 U.S. 330, 337-38 (1953).

Second, the assumption that the Union sought the benefit of one unit member at the expense of all others is invalid. Ensuring that an employer does not change terms and conditions of employment upon the initiation of an organization campaign and that key figures in that

⁵ We also note the Village has provided no argument that it would be able to establish a failure of the duty of fair representation under the intentional misconduct standard articulated in Murry v. Am. Fed'n of State, Cnty. & Mun. Empl., 305 Ill. App. 3d 607 (1st Dist. 1999).

organizing campaign are not punished by the withdrawal of the reasonably anticipated continuation of employment policies (such as the reimbursement for tuition and continued potential for reimbursement throughout a course of instruction at issue here) is of benefit to the entire bargaining unit. Moreover, we cannot assume that the Union's willingness to agree to a concession on wage increases was not based on its evaluation of the chances of securing the increases through interest arbitration and the risks of potentially losing its own unfair labor practice charges. This is exactly the type of calculus that is best left to the discretion of the bargaining representative. Ford Motor Co., 345 U.S. at 337-38; Am. Fed'n of State, Cnty, & Mun. Empl., Council 31 (Segrest), Case No. S-CB-99-041, 16 PERI ¶2003 (IL SLRB 1999); County of Cook, Case No. L-RC-99-026, 16 PERI ¶3003 (IL LLRB 1999).

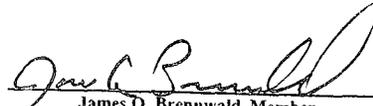
Finally, the Village argues that the Executive Director's reference to the history of the parties' representation proceedings and bargaining was inappropriate and evidences bias. It particularly takes issue with the Executive Director's use of the word "approved" in reference to the 2% salary increase that was withdrawn following the discovery of organizing activity. As it argued in Case No. S-CA-10-189, the Village asserts the increase had not been conclusively approved by means of a levy. It notes that at the time of the dismissal of this charge, the Board was still considering the recommended decision and order issued in that case, so whether the raises had been approved had not been finally decided. While we understand the Village's reluctance to concede the point as to whether the raises had been finally "approved" before the Appellate Court completes its review of our decision in Case No. S-CA-10-189, the Executive Director's use of that word in providing the background necessary for a complete understanding of this case does not evidence bias.

For these reasons, and those articulated by the Executive Director, we affirm the dismissal of the charges.

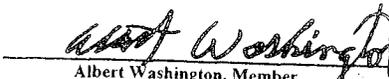
BY THE STATE PANEL OF THE ILLINOIS LABOR RELATIONS BOARD


Jacalye J. Zimmerman, Chairman


Paul S. Besson, Member


James Q. Brennwald, Member


Michael G. Coli, Member


Albert Washington, Member

Decision made at the State Panel's public meeting in Chicago, Illinois, on August 14, 2012, written decision issued at Chicago, Illinois, August 30, 2012.

STATE OF ILLINOIS
ILLINOIS LABOR RELATIONS BOARD
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Village of Barrington Hills,)	
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Metropolitan Alliance of Police, Chapter 576,)	
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Respondent)	
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DISMISSAL

On October 20, 2011, Charging Party, Village of Barrington Hills, filed an unfair labor practice charge with the State Panel of the Illinois Labor Relations Board (Board) in the above-captioned case, alleging that Respondent, Metropolitan Alliance of Police, Chapter 576, violated Section 10(b) of the Illinois Public Labor Relations Act (Act), 5 ILCS 315 (2010), *as amended*. After an investigation conducted in accordance with Section 11 of the Act, I determined that the charge fails to raise an issue of law or fact sufficient to warrant a hearing and issue this dismissal for the reasons set forth below.

I. INVESTIGATORY FACTS AND CHARGING PARTY'S POSITION

Charging Party is a public employer within the meaning of Section 3(o) of the Act and subject to the jurisdiction of the State Panel of the Board pursuant to Sections 5(a-5) and 20(b) of the Act. Respondent is a labor organization within the meaning of Section 3(i) of the Act, and the exclusive representative of all full-time sworn employees of the Village of Barrington Hills Police Department in the following titles: Patrol Officer, Master Patrol Officer, Senior Patrol Officer, Investigator/Patrol Officer, including probationary officers (Unit), as certified by the Board on June 7, 2010 in Case No. S-RC-10-049. Herein, the Village contends the Union bargained in bad faith in violation of Section 10(b)(4) of the Act and also violated its duty to fairly represent employees in violation of Section 10(b)(1) of the Act by making a bargaining proposal that benefited the Union President to the exclusion of the other members of the bargaining Unit.

In order to understand the issues in this case it is necessary to discuss the history of the parties shortly after the Union filed its petition to represent the Unit. Prior to the Union filing the petition to represent the employees in the Unit, the Village approved a 2% salary increase for employees in the

police department. The Village also approved, as an educational benefit, the payment of approximately \$7000 in tuition reimbursement to Patrol Officer Gary Deutschle to attend Northern Illinois College of Law. Deutschle had applied for tuition reimbursement from the Village in the past and the District had always reimbursed him. Deutschle was the only officer to apply for the Village's tuition benefit for 2010. After the Union filed the representation petition, the Village rescinded the 2% salary increase it had promised to Unit employees and also rescinded, without explanation, the previously approved education benefit it had made to Officer Deutschle. The Union filed an unfair labor practice charge regarding these two incidents and subsequently a complaint issued sending the dispute to hearing, Case No. S-CA-10-189.¹ A complaint issued in that matter under the theory that an employer is required to maintain the status quo as to mandatory subjects of bargaining during the period from the filing of a representation petition to certification by the Board. See, Sarah H. Culbertson Hospital, 21 PERI 6 (IL SLRB 2005). Although the Board established that in Culbertson, supra, there was no bargaining obligation prior to certification by the Board, the issue of whether to grant or withhold benefits during a union organizing campaign the general rule is that an employer should continue to grant or withhold benefits as it would if a union were not in the picture, and if its action in granting or withholding benefits is prompted by the presence of a union it violates the Act. City of Peru, 3 PERI 2007 (IL SLRB (1986)).

After bargaining commenced, the parties were unable to reach an agreement and on June 14, 2010, the Union filed a request for mediation, S-MA-10-378. Whereas the mediation efforts were unsuccessful in reaching an agreement, the Union then filed a request for compulsory interest arbitration. The Board appointed Arbitrator Raymond McAlpin as the neutral interest arbitrator. In accordance with Section 1230.80 of the Rules and Regulations the parties agreed to a 3 member arbitration panel comprised of the Village's delegate, the Union's delegate and the neutral arbitrator, McAlpin.

During the interest arbitration held on October 12, 2011, MAP requested an off the record discussion with Village Counsel, Thomas McGuire, in the absence of the arbitrator and the court reporter. During the sidebar, the Union proposed a 1.75 % increase for 2010 and agreed to the Village's proposed wage schedule. The Village's wage proposal was a 1% wage increase for January 1, 2011; a 2% wage increase for January 1, 2012; a 2.5% for January 1, 2013; and a 3% increase for January 1, 2014. In addition to the wage increase the Union proposed that it would withdraw the unfair labor practice charge

¹ Administrative Law Judge Anna Hamburg-Gal issued a Recommended Decision and Order in January 2012, finding the Village had violated the Act by its actions. The Village has appealed that decision.

that was the subject of the 2% wage increase that was rescinded for 2010, but not that portion of the unfair labor practice charge regarding the tuition payment for MAP President, Patrol Officer Deutschle. The Village rejected the Union's offer of settlement. MAP then proposed to accept the Village's proposal on limiting the educational benefit at \$1500 and the educational benefit limited to a bachelor degree. In order to reach agreement, MAP asserted it would withdraw the tuition benefit portion of the unfair labor practice charge provided the Village grandfathered Deutschle's continuing efforts to enroll in law school and pay the tuition payment to Officer Deutschle that had been rescinded. After McGuire conferred with Village officials, it rejected the settlement offer. The parties then returned to the interest arbitration hearing. The Union then agreed to accept the Village's wage proposal conditional upon whether the Union prevailed on the unfair labor practice charge regarding the wage that was rescinded. The Union's acceptance of the Village's wage proposal beginning in 2011 was contingent upon whether the Board found that the Village had violated the Act when it rescinded the 2% salary increase for 2010. Either the salary base for 2011 would be 2% higher if the Board found a violation, or the salary base would be what it was in 2009, if no violation was found.

The Village asserts the Union's tuition proposal sought to put the personal interests of its Union President over that of Unit members thereby violating Section 10(b)(1) of the Act. In addition, the Village contends the Union's proposed settlement proposal violates its good faith obligation under Section 10(b)(4). The Union denies that its action violated the Act.

II. DISCUSSION AND ANALYSIS

At issue in this case is whether the Union violated its duty of fair representation to members of the bargaining unit in violation of Section 10(b)(1) of the Act when the Union proposed to settle an unfair labor practice and resolve a collective bargaining agreement that provided a tuition benefit for its Union President that was more generous to the Union President than the benefit for the rank and file members of the bargaining Unit. Section 10(b)(1) of the Act provides that it is unlawful for a labor organization to "restrain or coerce public employees in the exercise of the rights guaranteed in this Act...(ii) that a labor organization or its agents shall commit an unfair labor practice under this paragraph in duty of fair representation cases only by intentional misconduct in representing employees under this Act." The threshold question raised by this case is whether the Village has standing to allege the Union breached the duty of fair representation that it owed to its bargaining Unit members.

There is nothing in Section 10(b)(1) of the Act that permits a public employer to enforce the rights of public employees or to enforce obligations a labor organization owes to its members. The right to fair representation was designed to protect individual public employees, not public employers. In the Office of Collective Bargaining for the State of Illinois (OCB), the agency that predated the Illinois Labor Relations Board, the OCB found that in order to have standing to file a duty of representation claim an employer must claim to have suffered the injury resulting in the unfair labor practice. Illinois Department of Revenue, 2 NPER 14-11050 (1980). If an employer's charge claims harm to employees, and not to the employer it is dismissed for lack of standing. Chester Mental Health Center, 4 NPER 14-12019 (1981). A duty of fair representation claim is a matter between the employee and his or her exclusive representative and an employer does not have standing to allege a duty of fair representation breach. Ohio State Employment Relations Board, 10 OPER 1156 (1993). Other jurisdictions have ruled similarly finding that an employer has no enforceable right to allege a violation of the duty of fair representation. Buffalo City School District, 40 PERB 4524 (2007). Likewise, an "employer does not have standing to assert the interests of its employees in seeing that all bargaining unit members are fairly represented by their bargaining agent." AFSCME OCSEA Local 11, 10 OPER 1156 1993; Florida Board of Regents, 9 FPER 14144 (1983). In accordance with the cases cited above, the Village's 10(b)(1) charge is dismissed for lack of standing to bring such a complaint.

Even if the Village had standing, in duty of fair representation cases, a two-part standard is used to determine whether a union has committed intentional misconduct within the meaning of Section 10(b)(1). Under that test, a charging party must establish that the union's conduct was intentional and directed at charging party, and secondly, that the union's intentional action occurred because of and in retaliation for charging party's past actions, or because of charging party's status (such as his or her race, gender, or national origin), or because of animosity between charging party and the union's representatives (such as that based on personal conflict or charging party's dissident union support). In this case, there is no evidence that MAP intentionally took any action designed to retaliate against the Village or take the action that it did because of animosity between Charging Party and any Union representative. Charging Party has failed to present any grounds on which to issue complaint under 10(b)(1).

Further, the Village claims that the Union treated Deutschle differently than other employees in the bargaining Unit and thereby their proposal on the educational benefit that provided for a better benefit

for Deutsche violated the Union's duty to bargain in good faith. The Village's argument lacks merit. Under Section 6(d) of the Act, the exclusive representative has a wide range in exercising its discretion in matters of the contract and in representing the interests of all public employees in the unit. In Ford Motor Company v. Huffman, 330 U.S. 330, 31 LRRM 2548 (1953), the Court recognized the need to allow a bargaining representative a wide range of reasonableness in negotiating provisions of an agreement:

... Inevitably, differences "arise in the manner and degree to which the terms of any negotiated agreement affect individual employees and classes of employees. The mere existence of such differences does not make them invalid. The complete satisfaction of all who are represented is hardly to be expected. A wide range of reasonableness must be allowed to a statutory bargaining representative in serving a unit it represents, subject always to complete good faith and honesty of purpose in the exercise of its discretion.

(345 U.S. at 338, 31 LRRM at 2551).

A review of the facts regarding the tuition benefit plan demonstrates the Union's approach to settling the unfair labor practice charge was reasonable and did not place anyone's interest over another bargaining Unit member. Prior to the unionization of the Unit, the Village provided employees with a very generous tuition benefit. The plan set no limits on the amount of tuition reimbursement that could be reimbursed and set no limits on paying for coursework beyond the bachelor's degree. Prior to the Unit being organized, Deutsche was the only employee in the patrol unit to take advantage of the educational benefit in 2010. After the Union petitioned to represent the Unit, the Village rescinded its earlier agreement to pay Deutsche's educational expenses. The Union then filed an unfair labor practice against the Village arguing that the Village violated the Act by changing the status quo regarding the educational benefit. During the interest arbitration proceedings the tuition benefit still remained as a matter of negotiation. The Union sought to grandfather the tuition benefit for Deutsche because he had been the only one that was affected by the Village's change to limit the benefit. No other Unit member lost the tuition benefit because no other Unit member, other than Deutsche, had enrolled in college classes and sought tuition reimbursement in 2010. During the ongoing negotiations, the Village proposed to limit various aspects of the educational benefit. Consequently, when the Union proposed to settle the unfair labor practice by grandfathering the benefit for the only person to receive the benefit, the Village saw the Union's proposal as improperly proposing a greater benefit for its Union President than other members of the bargaining Unit. What the Village may have believed were behind the Union's motives in presenting its tuition proposal is immaterial. The Union's duty to its members does not require the Union to negotiate in the best interest of its members, rather under Section 6(d) of the Act; the Union's obligation is merely to

represent its members' interest, as varied as they might be. Giving the charge its most favorable reading, does not rise to a violation of Section 10(b)(4). Charging Party has failed to present grounds upon which to issue a complaint for hearing.

III. ORDER

Accordingly, the instant charge is hereby dismissed. Charging Party may appeal this dismissal to the Board at any time within 10 calendar days of service hereof. Any such appeal must be in writing, contain the case caption and number, and be addressed to the Board's General Counsel, 160 North LaSalle Street, Suite S-400, Chicago, Illinois 60601-3103. Appeals will not be accepted in the Board's Springfield office. In addition, any such appeal must contain detailed reasons in support thereof, and the party filing the appeal must provide a copy of its appeal to all other persons or organizations involved in this case at the same time the appeal is served on the Board. The appeal sent to the Board must contain a statement listing the other parties to the case and verifying that a copy of the appeal has been provided to each of them. An appeal filed without such a statement and verification will not be considered. If no appeal is received within the time specified herein, this dismissal will become final.

Issued in Springfield, Illinois, this 25th day of April, 2012.

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



John F. Brosnan *efn*
Executive Director

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

Village of Barrington Hills,

Charging Party

and

Metropolitan Alliance of Police, Chapter 576,

Respondent

Case No. S-CB-12-015

DATE OF
MAILING: **April 25, 2012**

AFFIDAVIT OF SERVICE

I, Lori Novak, on oath, state that I have served the attached **DISMISSAL** issued in the above-captioned case on each of the parties listed herein below by depositing, before 1:30 p.m., on the date listed above, copies thereof in the United States mail pickup at One Natural Resources Way, Lower Level Mail Room, Springfield, Illinois, addressed as indicated and with postage prepaid for first class mail.

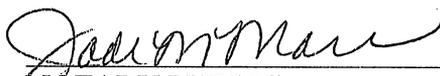
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Lori Novak

SUBSCRIBED and SWORN to
before me, **April 25, 2012**



NOTARY PUBLIC

