

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

Illinois Fraternal Order of Police,

Charging Party

and

County of St. Clair and Sheriff of St. Clair
County,

Respondents

Case No. S-CA-10-228

COMPLIANCE ORDER

On March 8, 2011, Administrative Law Judge (“ALJ”) Martin Kehoe issued a Recommended Decision and Order (“RDO”) finding that Respondents changed existing wages, hours, and other conditions of employment during the pendency of an interest arbitration proceeding, in violation of the Act, by transferring bargaining unit work performed by peace officers on the MetroLink to non-bargaining unit employees. Respondents appealed the ALJ’s decision. On June 27, 2011, the Illinois Labor Relations Board rejected Respondents appeal and accepted ALJ Kehoe’s Recommended Decision and Order. Respondents’ appealed the Board’s Order to the courts. On August 1, 2012, the Illinois Appellate Court affirmed the decision and the order of the Board. On January 9, 2013, the mandate of the Court affirmed the Board’s Order that Respondents violated the Act by transferring work performed on the MetroLink from bargaining unit to non-bargaining unit employees.

On or about February 9, 2013, counsel for Charging Party petitioned the Board pursuant to Section 1220.80 of the Rules and Regulations of the Illinois Labor Relations Boards, 80 Ill.

Admin. Code Sections 1200-1230, for a Petition for Enforcement seeking Respondents' compliance with the Board's final Order in Case No. S-CA-10-228. The Petition requested the Board seek enforcement of its Order in the unfair labor practice charge filed against the County of St. Clair and Sheriff of St. Clair County (hereinafter Respondents or Employers). After an investigation conducted pursuant to the Rules and Regulations of the Illinois Labor Relations Board, 80 Ill. Admin. Code, Parts 1200 through 1240 (Rules), specifically Section 1220.80 (Compliance Procedures), the Compliance Officer directs Respondents to take certain actions to facilitate full compliance.

I. BACKGROUND AND FACTS

Charging Party is a labor organization within the meaning of Section 3(i) of the Act and the exclusive representative of a bargaining unit comprised of peace officers below the rank of sergeant, as originally certified on June 27, 1986, in Case No. S-RC-86-176. The County of St. Clair and Sheriff of St. Clair County are public employers within the meaning of Section 3(o) of the Act.

The Board's Order directed the County of St. Clair and Sheriff of St. Clair County to:

- 1) Cease and desist from:
 - (a) Implementing or giving effect to its April 12, 2010 memorandum regarding the MetroLink Transit System; (b) Failing and refusing to bargain in good faith with the Charging Party, Illinois Fraternal Order of Police Labor Council, as to changes set forth in the Respondent's April 12, 2010 memorandum that affect wages, hours, or terms and conditions of employment of the Respondent's patrol deputies; (c) In any like or related manner, interfering with, restraining, or coercing employees in the exercise of the rights guaranteed to them by the Act.

- 2) Take the following affirmative action designed to effectuate the policies of the Act:
 - (a) Rescind any changes made pursuant to its April 12, 2010 memorandum regarding the MetroLink transit system that affect wages, hours, or terms and conditions of employment of the

- Respondent's patrol deputies made on or after April 12, 2010, and any other such changes made thereafter;
- (b) Make whole any employees in the bargaining unit represented by the Charging Party for all losses incurred as a result of any changes made pursuant to its April 12, 2010 memorandum regarding the MetroLink transit system that affect wages, hours, or terms and conditions of employment of those employees, including backpay plus interest at seven percent per annum, as allowed by the Illinois Public Labor Relations Act;
- (c) Prior to implementation, give reasonable notice to the Charging Party of any proposed changes that affect wages, hours, or terms and conditions of employment of employees represented by Charging Party and upon request of the Charging Party, bargain in good faith over those changes;
- (d) Preserve, and upon request, make available to the Board or its agents for examination and copying, all records, reports, and other documents necessary to calculate the amount of backpay due under the terms of this decision;
- (e) Post, at all places where notices to employees are regularly posted, copies of the notice attached hereto and marked "Addendum." Copies of this notice shall be posted, after being duly signed, in conspicuous places, and be maintained for a period of 60 consecutive days. The Respondent will take reasonable efforts to insure that the notices are not altered, defaced, or covered by any other material;
- (f) Notify the Board in writing within 20 days from the date of this order of the steps Respondent has taken to comply herewith.

II. PETITION FOR ENFORCEMENT

Under Section 1220.80 of the Board's Rules, the compliance officer is directed to investigate the Petition for Enforcement and issue an order dismissing the Petition, directing specifically the actions to be taken by Respondent and Charging Party, or set the matter for hearing before an Administrative Law Judge. Towards this purpose, the Board's compliance officer customarily uses as a guide the National Labor Relations Board (NLRB) Casehandling Manual (Compliance Proceedings) Part III, and applicable Board and NLRB decisions. See City of Crest Hill, 4 PERI ¶2030 (IL SLRB 1988) wherein the Board held that, the purpose of a make

whole remedy is to put the aggrieved party “in the same position it would have been in had the unfair labor practice not been committed.”

In applying the Act’s remedial rationale to the facts here, the Union seeks enforcement of the Order contending that the total number of hours that non-bargaining unit employees worked on the MetroLink when the patrol division was created, are the hours that bargaining unit employees lost and would have worked if not for the Employers’ unlawful transfer of that bargaining unit work.

III. POSITION OF THE PARTIES

The five non-bargaining unit employees who worked on the MetroLink worked a total of 11,759 hours in the make whole period from April 26, 2010, when Respondents began the assignments, until May 19, 2013, when Respondent self-reported that it discontinued making the unlawful assignments.

A. Union’s position

The Union argues that the total hours of work performed by the non-bargaining unit employees during the make whole period was bargaining unit work that was lost as a result of the transfer of bargaining unit work. The Union originally asserted during the compliance investigation that the hours of lost work should be restored to the Union at the contractual hourly wage rate paid to newly-hired union deputies for the hours that was lost as a result of the transfer. The Union calculated the backpay amount using this formula at \$261,669.00, absent statutory interest being added, as the backpay award owed the Union. Because the Union failed to identify the bargaining unit employees that lost the work due to the transfer, the Employers argued the Union’s formula for backpay was improper in that it awarded backpay to an undifferentiated whole. Later, due to the Employers’ objection that the Union failed to

specifically identify bargaining unit members that lost work, the Union amended its position that the money paid to bargaining unit employees should be paid to each of the eligible bargaining unit employees at whatever rate of pay they were making during the make whole period.

B. Respondents' position

The Respondents' generally argued that the assignment of non-bargaining unit employees to the MetroLink patrol division did not result in a reduction in force, or loss of hours for bargaining Unit employees. The Employers assert that the failure of the Union to identify the employees harmed when the Union first proposed a backpay formula was strong evidence that no bargaining unit employees suffered a reduction in their work week or a loss of a work opportunity.

Although the Respondents have continued to assert the bargaining unit suffered no loss and therefore no backpay is owed, Respondents state that if backpay is awarded, it is owed to the five non-bargaining unit employees who worked the MetroLink during the make whole period. The Respondents opine that if anyone was affected, the five non-bargaining unit employees were impacted because they were not paid at the collectively bargained negotiated wage rate that newly-hired bargaining unit employees are compensated. Even if I were to find merit to the Employers' much belated argument that non-bargaining unit employees are the only employees that were harmed and lost pay, any compliance order issuing backpay to them would be contrary to the Board's order.

Moreover, I find this argument and others raised in this compliance proceeding decidedly unpersuasive. Respondents claim the Union should withdraw from this case due to a conflict of interest and hostility towards the five former non-bargaining unit employees. Respondents assert a Union representative referred to the five non-bargaining unit employees as "scabs" and that the

Union was hostile in representing their interests because they had performed the MetroLink duties. Respondents' further claim the Union with that of divided loyalty because the Union opposes Respondents' argument that just the five bargaining unit employees are owed backpay. However, the Employers' inventive argument simply ignores the facts and the Union's argument in this matter. The Union does not oppose backpay for the five non-bargaining employees when they were working the MetroLink as members of the bargaining unit. However, the Union opposes backpay being awarded to non-bargaining unit employees until they were included in bargaining unit as bargaining unit employees. Besides that, the Employers' argument is not in keeping with the Board's order to restore the bargaining unit with all losses incurred. Essentially, Respondents' argument here is a duty of fair representation claim which it has no standing to make. See Village of Barrington Hills, 29 PERI ¶ 59 (IL SLRB 2012), (the Board held that an employer does not have standing to make a duty of fair representation claim regarding enforcement of the Union's obligations owed to its members).

IV. ANALYSIS OF RESPONDENT'S ARGUMENT

Respondents have continued to assert the bargaining unit suffered no loss and therefore no backpay is owed. I disagree fundamentally with the Employers' position on this argument. If the Board had accepted the Employers' argument that the bargaining unit employees suffered no loss of a work opportunity, which it did not, then it would reduce the Board's order in this case to a simple directive to bargain in good faith. If this is what the Board intended, then the Order would have been so limited. Here, the Board found that the bargaining unit work transferred out affected bargaining unit employees terms and conditions of employment and ordered bargaining unit employees made whole for its unlawful conduct.

Moreover, this is the same argument that was rejected by the Administrative Law Judge, rejected by the Board, rejected by the Appellate Court, and not taken up by the Illinois Supreme Court. It is not my role to decide whether the Employers have violated the Act. The Board and the court have already made this determination and even if I disagreed, I would have no authority to disregard their rulings.

Inasmuch as Respondents have already been found to have unlawfully discriminated against the bargaining unit employees, the presumption arises that the employees should receive some backpay. It is well settled the finding of an unfair labor practice is presumptive proof that some backpay is owed. NLRB v. Mastro Plastics Corp., 354 F.2d 170, 178 (2nd Cir. 1965), cert. denied 384 U.S. 972 (1966); Minette Mills, Inc., 316 NLRB 1009, 1010-1011 (1995); Arlington Hotel Co., 287 NLRB 851 (1987), enfd. on point 876 F.2d 678 (8th cir. 1989).

The five non-bargaining unit employees were not represented by the Union during the make-whole period from April 26, 2010 through May 19, 2013, and it would be inappropriate to give effect to Respondents' unlawful transfer of duties by ignoring the Board's very clear Order that the transfer impacted the bargaining unit as a whole. For this reason, the Respondents requested remedy to give backpay to the non-bargaining unit employees that performed bargaining unit work when they were not bargaining unit employees is rejected.

V. DECISION

The standard remedy in an unfair labor practice case is to make charging party whole and to restore the status quo ante by placing the parties in the same position they would have been in, had the unfair labor practice not been committed. Sheriff of Jackson County v. Ill. State Labor Rel. Bd., 302 Ill. App. 3d. 411, 4155-416 (5th Dist. 2007); Village of Ford Heights, 26 PERI ¶ 145 (IL LRB-SP 2010); Village of Dolton, 17 PERI ¶ 2017 (IL LRB-SP 2001); Village of

Hartford, 4 PERI ¶ 2047 ((IL SLRB 1988); Village of Glendale Heights, 1 PERI ¶ 2019 (IL SLRB 1985), aff'd by unpublished order, 3 PERI ¶ 4016 (1987). The objective in a compliance proceeding is to restore, to the extent possible, the employment conditions that existed prior to the commission of the unfair labor practices. Alaska Pulp Corp., 326 NLRB 522, 523 (1998), citing Phelps-Dodge Corp. v. NLRB, 313 NLRB 177, 194 (1941).

In this case, rather than transferring the bargaining unit work out of the unit, Respondents could have expanded the number of employees in the unit, which it ultimately did, or it could have required the existing complement of employees to perform the assignment. The Employer sought neither of these two options. By hiring non-unit employees and failing to bargain, Respondents avoided expanding the size of the unit and paying the negotiated wage rates to newly-hired bargaining unit employees. Respondents also avoided the other option when it did not assign the existing complement of bargaining unit employees to perform the Metrolink assignment.

The purpose of this compliance proceeding is to restore the lost work opportunity to those employees adversely affected by the Respondents' circumvention of its bargaining obligation. Since the Respondents did not expand the unit that leaves but one way in which to achieve a make whole remedy for the lost work opportunity that bargaining unit employees experienced - make whole the existing complement of bargaining unit employees. The existing complement of bargaining unit employees could have performed the MetroLink assignment, albeit, on overtime, since bargaining unit employees would have had to first work their normal shift before being available to perform a MetroLink assignment.

Accordingly, I find that in order to comply with the Board's Order, the Respondents must post a notice and must pay backpay to the existing complement of bargaining unit employees at the applicable overtime rate plus interest.

A. The Backpay Formula Used is a Reasonable Approximation

Identifying what would have happened if not for the unfair labor practice was recognized as difficult by the NLRB in Alaska Pulp Corp., supra at 523. "Determining what would have happened absent a respondent's unfair labor practices ... is often problematic and inexact. Several equally valid theories may be available, each one yielding a somewhat different result. Accordingly....a wide discretion in picking a formula (is allowed in reconstructing backpay amounts)." Id. The compliance officer may "properly adopt elements from the suggested formulas of the parties. Performance Friction Corp., 335 NLRB 117 (2001), citing Hill Transportation Co., 102 NLRB 1015, 1020 (1953). See also, Fiberboard Corp. v. NLRB, 379 U.S. 203, 216 (1964); NLRB v. Seven-up Bottling Co. of Miami, 344 U.S. 344-348 (1953).

Any formula that approximates the amount a wronged employee would have earned absent the unlawful action is acceptable if not unreasonable or arbitrary under the circumstances. La Favorita, Inc., 313 NLRB 902, 903 (1994) enfd. mem. 48 F.3d 1232 (10th Cir. 1995). Consequently, the Board may use as close an approximation as possible, and may adopt formulas reasonably designed to produce such approximations. NLRB v. Overseas Motors, 818 F.2d 517, 521 (6th Cir. 1987), citing Brown v. Rook, 311 F.2d at 447, 52 LRRM 2115 (8th Cir. 1963).

However inexact the formula is in determining backpay, under these circumstances it is the best safeguard for the rights of Charging Party for the Employer's unlawful action. A "backpay claimant should receive the benefit of any doubt rather than respondent...." United Aircraft Corp., 204 NLRB 1068 (1973). Uncertainties are to be resolved against wrongdoers.

NLRB v. Miami Coca Cola Bottling Co., 360 F.2d. 569 (5th Cir. 1966); Dodson IGA Foodliner, 218 NRB 1263, 1265 (1975).

1. Formula

The formula for determining backpay was based upon the 11,759 hours of work assigned to the non-bargaining unit employees that worked the MetroLink as non-bargaining unit employees. The period for determining backpay commenced April 26, 2010, and continued to May 19, 2013, when Respondents reportedly stopped its unlawful assignment practice. Since there is no formula that will result in mathematical precision in calculating the actual amount of work lost, the most reasonable formula to base gross backpay is the sharing, or proportionalization, of available employment among bargaining unit employees in the bargaining unit during the time of the make whole period. To use proportionalization, the number of available hours is computed by using the hours that non-bargaining unit employees worked in a particular monthly time frame and dividing those hours by the number of bargaining unit employees eligible to work the hours for that month. The formula is applied to each monthly time frame for the entire make whole period to address the available hours and number of bargaining unit employees eligible to work the assignment. The formula equates to the average hours of available work during the make whole period per bargaining unit employee per month. See Appendix A on available hours.

For example, non-bargaining unit employees worked 160 hours on the MetroLink assignment from April 26, 2010 through May 23, 2010. There were 52 bargaining unit employees eligible to work the assignment during that time frame. The 160 hours of work was divided by the number of eligible bargaining unit members (52) which equates to 3.14 hours that each of the 52 bargaining unit members could have worked if not for the transfer of the

bargaining unit duties. This backpay order is premised on unit employees having lost the opportunity for that additional work that they would not have been available to perform except on overtime. Overtime is based upon regular pay at time and half. The remedy herein is not punitive in that it orders backpay at overtime rates; it is remedial in that it effectuates the purposes of the Act and restores the conditions that were in effect at the time the unfair labor practice was committed.

The remedy set forth herein affects the unit as a whole and is the only formula that can address the direct effect of Respondents' efforts at circumventing its bargaining obligation when it created the MetroLink patrol division and staffed it with non-bargaining unit employees.

2. Issues affecting the formula

In addition, some bargaining unit employees backpay could be affected because the formula does not take into account bargaining unit employees who were absent due to illness, vacation, personal leave, or who would not have wanted to work overtime due to other commitments. To the extent that there may be minor variations on how much backpay is owed to a particular employee because of an individual's availability to perform the work, the hours for a particular employee may change, but the overall hours remain the same for the bargaining unit as a whole, and the only impact may be who gets what within the bargaining unit.

During the backpay period the Employer laid off 11 employees. The Union filed an unfair labor practice charge in Case No. S-CA-11-112 regarding the layoffs. The parties settled the unfair labor practice charge prior to completion of the investigation into the charge. As part of the settlement, the laid off employees returned to work, but by agreement of the parties, did not receive wages for the time they were laid-off. For purposes of this compliance proceeding,

as a result of the settlement agreement, those bargaining unit employees receive no backpay for the entire time they were laid off.

B. Interest

The Board ordered backpay with interest at the rate of 7% per annum. The Board's interest formula for calculating 7% interest is based upon the long standing formula the Board has used in all of its compliance cases. Interest accrues beginning with the last day of each calendar year for the backpay period on the amount due and owing for each annual period and continuing until reaching full compliance. It is based upon a 360-day calendar year (rather than 365 days) with simple per annum interest statutorily set at 7%. The daily interest rate factor of .0001944 (or 7% ÷ 360 days) is multiplied by the respective number of days times the backpay to equal the amount of interest paid. The exact amount of interest is subject to change based on when the backpay is paid out. I have set the date for payout effective July 31, 2014. Consequently, the interest will continue to accumulate on backpay until such date is confirmed. Moreover, the interest will be higher if the parties agree to a pay out later than July 31, 2014, or lower if the actual pay-out is before July 31, 2014.

C. Calculation of Backpay Award

The Respondent, County of St. Clair, Sheriff of St. Clair County shall pay the individuals named below the amounts of backpay, with interest:

Name	Total BackPay	Total Interest on Backpay	Total Payout
Binnon, Charles	\$148.63	\$44.99	\$193.62
Sauget, Dale	\$148.63	\$44.99	\$193.62
Austell, Larry	\$13,452.92	\$3,060.93	\$16,513.85
Ray, Donald	\$13,452.92	\$3,060.93	\$16,513.85
Bux, Greg A.	\$9,555.32	\$2,419.70	\$11,975.02
Jones, Steve	\$13,405.74	\$3,046.65	\$16,452.39
Robinson, Bob E.	\$4,341.76	\$1,226.09	\$5,567.85

Davenport R.J.	\$979.03	\$296.33	\$1,275.36
McLean, Roger W.	\$3,364.05	\$976.32	\$4,340.37
Freeman, Bret A.	\$13,076.25	\$2,973.47	\$16,049.72
Clossen, Brad R.	\$5,111.16	\$1,415.76	\$6,526.92
Davis, Chris F.	\$12,605.36	\$2,862.47	\$15,467.83
Toth, Scott J.	\$12,217.73	\$2,771.16	\$14,988.89
Graham, Lee J.	\$7,216.07	\$1,921.52	\$9,137.59
Pirtle, Scot A.	\$12,035.30	\$2,735.62	\$14,770.92
Pozsgay, Paul	\$11,984.87	\$2,724.32	\$14,709.19
Cregger, Brian	\$11,984.87	\$2,724.32	\$14,709.19
Leatherwood, Willie	\$11,961.87	\$2,719.12	\$14,680.99
Taylor, Russ H.	\$11,912.65	\$2,706.13	\$14,618.78
White, Cerether L.	\$11,806.05	\$2,675.44	\$14,481.49
Frisse, David	\$11,713.35	\$2,652.90	\$14,366.25
Fults, Darren	\$11,713.35	\$2,652.90	\$14,366.25
Jany, Mathew	\$4,624.99	\$1,280.14	\$5,905.13
Quirin, Adam G.	\$11,713.35	\$2,652.90	\$14,366.25
Walters, Patrick	\$11,713.35	\$2,652.90	\$14,366.25
Hahs, John	\$6,889.15	\$1,831.95	\$8,721.10
Brown, Gerald	\$11,576.50	\$2,618.65	\$14,195.15
Wagner, Russell	\$2,152.43	\$651.50	\$2,803.93
Dobler, Mathew	\$11,556.25	\$2,613.55	\$14,169.80
Kocurek, Kevin	\$11,458.09	\$2,593.99	\$14,052.08
Bennett, Frank	\$11,221.56	\$2,553.02	\$13,774.58
Wagner, Mark	\$11,219.99	\$2,552.55	\$13,772.54
*Savage, Calvin	\$9,687.55	\$2,101.84	\$11,789.39
Lindauer, Troy	\$11,188.95	\$2,543.99	\$13,732.94
Peters, Thomas	\$11,188.95	\$2,543.99	\$13,732.94
*Vice, Benjamin	\$9,593.65	\$2,080.28	\$11,673.93
McMiller Maurice	\$11,073.98	\$2,516.50	\$13,590.48
Williams, Desmond	\$11,073.98	\$2,516.50	\$13,590.48
*Martin, Michael	\$9,587.33	\$2,078.71	\$11,666.04
Pegg, John	\$11,068.04	\$2,514.98	\$13,583.02
*Wilson, Rod	\$2,092.46	\$633.35	\$2,725.81
*Blackburn, Xavier	\$8,356.82	\$1,751.94	\$10,108.76
Briggs, Justin	\$10,986.71	\$2,495.66	\$13,482.37
Hill, Dan	\$10,986.71	\$2,495.66	\$13,482.37
Leach, Andrew	\$10,986.71	\$2,495.66	\$13,482.37
Rinehart, Carol	\$10,941.37	\$2,484.98	\$13,426.35
* Robertson, Jason	\$9,453.00	\$2,048.83	\$11,501.83
* McHughes, Kenneth	\$9,435.59	\$2,044.70	\$11,480.29

* Guyton, Kiwan	\$9,384.01	\$2,033.32	\$11,417.33
* York, Patrick	\$9,366.58	\$2,030.18	\$11,396.76
* Coppotelli, Jeremy	\$9,350.15	\$2,026.91	\$11,377.06
* + # Craig, Gary Jr.	\$1,421.45	\$414.77	\$1,836.22
+ Fitch, Chris C.	\$4,642.61	\$803.90	\$5,446.51
+ Hendricks, James C.	\$2,442.74	\$352.20	\$2,794.94
+ Boyd, Jason P.	\$443.91	\$49.71	\$493.62
Totals	\$493,066.79	\$112,771.71	\$605,838.50

* Employees that were laid off.

+ Four of the five non-bargaining unit employees became bargaining unit members during the make whole period and have been included in the backpay award for the time they were bargaining unit members. The hours they worked the Metrolink as non-bargaining unit employees were hours used to establish the hours belonging to the bargaining unit.

Gary Craig was the first non-bargaining unit employee unlawfully hired to work the MetroLink. Later, he became a bargaining unit member and then later was laid off and left Respondents' employ. Mr. Craig's backpay is based upon his time in the bargaining unit prior to the layoff. Mr. Craig as well as the other bargaining unit members laid off did not receive backpay pursuant to the parties' settlement agreement during the time they were laid off.

D. Notice Requirement

There was no evidence presented during the compliance investigation that the Board's Notice to Employees has ever been posted. The Notice is hereby being sent to Respondents to post. Copies of this Notice shall be reproduced by Respondents and posted, after being duly signed, placed in conspicuous places, and be maintained for a period of 60 consecutive days. Respondents will take reasonable efforts to ensure that the notices are not altered, defaced or covered by other material. After posting the Notices, I direct Respondents to provide Charging Party and the compliance officer a report stating the date and all locations where the notices were posted. In addition to the initial report, at the end of the posting period Respondents are directed to report to the Union and the undersigned that the Notices were maintained, and continuously and conspicuously posted for a period of 60 consecutive days.

VI. ORDER

IT IS HEREBY ORDERED that Respondent, within 7 business days of service of this Order, shall comply with the above findings and take the actions noted herein to make Charging Party whole for Respondents' unlawful actions. This Order of the Compliance Officer is an intermediate Order that will become final unless the parties file an appeal with the Illinois Labor Relations Board, within seven (7) business days after service of this Order. Any such appeal must be in writing, and directed to Jerald Post, the Board's General Counsel, and received in the Board's Chicago Office at 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 appeals to this Order are filed, the Order of the Compliance Officer shall become final.

Issued in Springfield, Illinois, this 15th day of July, 2014.

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



**Michael L. Provines
Compliance Officer**

Appendix A

Averaged hours per bargaining unit employee per month

2010			
Dates	Hours	# of Employees	Average
4/26/10 - 5/23/10	160	51	3.14
5/24/10 - 6/20/10	168	49	3.43
6/21/10 - 7/18/10	356	50	7.12
7/19/10 - 8/15/10	380	50	7.60
8/16/10 - 10/10/10	324	49	6.61
9/13/10 - 10/10/10	308	49	6.29
10/11/10 - 11/7/10	346	49	7.06
11/8/10 - 12/5/10	336	49	6.86
12/6/10 - 1/2/11	308	49	6.29
	2686	445	6.04

2011			
Dates	Hours	# of Employees	Average
1/3/11 - 1/30/11	336	37	9.08
1/31/11 - 2/27/11	336	37	9.08
2/28/11 - 3/27/11	336	36	9.33
3/28/11 - 4/24/11	344	36	9.56
4/25/11 - 5/22/11	327	43	7.60
5/23/11 - 6/19/11	300	43	6.98
6/20/11 - 7/17/11	312	43	7.26
7/18/11 - 8/14/11	300	41	7.32
8/15/11 - 9/11/11	336	42	8.00
9/12/11 - 10/9/11	311	42	7.40
10/10/11 - 11/6/11	332	43	7.72
11/7/11 - 12/4/11	336	43	7.81
12/5/11 - 1/1/12	312	43	7.26
	4218	529	7.97

2012			
Dates	Hours	# of Employees	Average
1/2/12 - 1/29/12	328	43	7.63
1/30/12 - 2/26/12	300	41	7.32
2/27/12 - 3/25/12	320	41	7.80
3/26/12 - 4/26/12	320	41	7.80
4/23/12 - 5/20/12	320	41	7.80
5/21/12 - 6/17/12	335	41	8.17
6/18/12 - 7/15/12	332	41	8.10
7/16/12 - 8/12/12	296	41	7.22
8/13/12 - 9/9/12	316	41	7.71
9/10/12 - 10/7/12	300	41	7.32
10/8/12 - 11/4/12	284	41	6.93
11/5/12 - 12/2/12	284	41	6.93
12/3/12 - 12/30/12	256	41	6.24
	3991	535	7.46

2013			
Dates	Hours	# of Employees	Average
12/31/13 - 1/27/13	264	41	6.44
1/28/13 - 2/24/13	156	42	3.71
2/25/13 - 3/24/13	148	42	3.52
3/25/13 - 4/21/13	148	42	3.52
4/22/13 - 5/19/13	148	42	3.52
	864	209	4.13

NOTICE TO EMPLOYEES

FROM THE ILLINOIS LABOR RELATIONS BOARD

IT IS HEREBY ORDERED that the Respondent, County of St. Clair and Sheriff of St. Clair County, and its respective officers and agents shall:

1. Cease and desist from:
 - (a) Implementing or giving effect to its April 12, 2010 memorandum regarding the MetroLink transit system;
 - (b) Failing and refusing to bargain in good faith with the Charging Party, Illinois Fraternal Order of Police Labor Council, as to changes set forth in the Respondent's April 12, 2010 memorandum that affect wages, hours, or terms and conditions of employment of the Respondent's patrol deputies;
 - (c) In any like or related manner, interfering with, restraining, or coercing employees in the exercise of the rights guaranteed to them by the Act.

2. Take the following affirmative action designed to effectuate the policies of the Act:
 - (a) Rescind any changes made pursuant to its April 12, 2010 memorandum regarding the MetroLink transit system that affect wages, hours, or terms and conditions of employment of the Respondent's patrol deputies made on or after April 12, 2010, and any other such changes made thereafter;
 - (b) Make whole any employees in the bargaining unit represented by the Charging Party for all losses incurred as a result of any changes made pursuant to its April 12, 2010 memorandum regarding the MetroLink transit system that affect wages, hours, or terms and conditions of employment of those employees, including back pay plus interest at seven percent per annum, as allowed by the Illinois Public Labor Relations Act;
 - (c) Prior to implementation, give reasonable notice to the Charging Party of any proposed changes that affect wages, hours, or terms and conditions of employment of employees represented by Charging Party and upon request of the Charging Party, bargain in good faith over those changes;
 - (d) Preserve, and upon request, make available to the Board or its agents for examination and copying, all records, reports, and other documents necessary to calculate the amount of back pay due under the terms of this decision.

Date: _____ County of St. Clair and Sheriff of St. Clair County
(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.**
