STATE OF ILLINOIS
ILLINOIS LABOR RELATIONS BOARD
LOCAL PANEL

Service Employees International Union, Local 73,	)	
Charging Party	)	
and	)	Case No. L-CA-15-020
County of Cook,	)	
Respondent	)	

ORDER

On December 7, 2016, Administrative Law Judge Deena Sanceda, 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 June 8, 2017 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the parties have waived their exceptions to the Administrative Law Judge's Recommended Decision and Order, and this non-precedential Recommended Decision and Order is final and binding on the parties to this proceeding.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 8th day of June 2017.

STATE OF ILLINOIS
ILLINOIS LABOR RELATIONS BOARD
LOCAL PANEL

Helen J. Kim
General Counsel

STATE OF ILLINOIS
LABOR RELATIONS BOARD
LOCAL PANEL

Service Employees International Union, Local 73,	)	
Charging Party	)	
	)	Case No. L-CA-15-020
and	)	
County of Cook,	)	
Respondent	)	

ADMINISTRATIVE LAW JUDGE'S RECOMMENDED DECISION AND ORDER

On October 1, 2014, Charging Party, Service Employees International Union, Local 73 ("Union") filed an unfair labor practice charge with the Local Panel of the Illinois Labor Relations Board ("Board") alleging that Respondent, County of Cook ("County"), violated Sections 10(a)(4) and (1) of the Illinois Public Labor Relations Act ("Act"), 5 ILCS 315 (2014), as amended by failing to bargain in good faith with the Union when it informed the Union that it was unilaterally implementing a mandatory shutdown day on the day after Thanksgiving 2014. The charges were investigated in accordance with Section 11 of the Act and the Rules and Regulations of the Board, 80 Ill. Admin. Code §§ 1200-1300 ("Board's Rules"). On September 23, 2015, the Board's Executive Director issued a Complaint for Hearing. On October 8, 2015, the County filed an Answer to the Complaint. On October 19, 2015, the County filed a Motion to Defer pursuant to Section 1220.65(b)(2) of the Board's Rules. The Union did not file a response to the County's motion. After full consideration of the filings, I recommend the following:

I. PRELIMINARY FINDINGS

The Respondent admits, and I find that:

1. At all times material, Respondent has been a public employer within the meaning of Section 3(o) of the Act.
2. At all times material, Respondent has been subject to the jurisdiction of the Local Panel of the Board, pursuant to Section 5(b) of the Act.
3. At all times material, Charging Party has been a labor organization within the meaning of Section 3(i) of the Act.
4. At all times material, Charging Party is the exclusive representative of 24 bargaining units ("Units") composed of employees in 24 of Respondent's departments.
5. Charging Party and Respondent are parties to collective bargaining agreements ("CBAs") setting out terms and conditions of employment for the Units' employees, all having a term of December 1, 2008 through November 30, 2012.

II. ISSUES AND CONTENTIONS

The issue is whether the Board should defer the allegation in the Complaint to the parties' agreed-upon arbitration proceedings. The County argues that its authority to close many of its facilities stems from the County Authority clause in each of the parties' CBAs, and that the Board should defer the allegations in this Complaint to an arbitration award issued regarding a 2012 shutdown. The County argues that Arbitrator McAllister's decision addressed the Union's arguments that the County had a duty to bargain over the implementation of the shutdown day and that the County violated the Act by unilaterally changing employees' hours and wages. The County also alternatively argues that the Board should defer the allegations to arbitration so that an arbitrator can interpret the County Authority clause as applied to the 2014 shutdown.

III. FINDINGS OF FACT

The County attached several exhibits to its Motion to Defer, including the following: Articles II and III of the parties' 24 CBAs, a letter from the Union detailing the grievance it filed regarding the facility closures on November 28, 2014, and the Arbitration Award regarding the 2012 shutdown day.

A. 2014 shutdown day

By letter dated September 12, 2014, the County announced to all Cook County employees that, with the exception of necessary public health and safety offices, it would be imposing an unpaid shutdown day on the day after Thanksgiving, Friday, November 28, 2014. The County further related that employees could not use benefit time for compensation on this date.

In or around September 2014, the Union filed a grievance on behalf of bargaining unit employees in the Cook County Health and Hospitals System, specifically the employees covered by the five following collective bargaining agreements: Hospital Technicians, Hospital Technologists, Service and Maintenance at Oak Forest Health Center, Healthcare Professionals, and John H. Stroger, Jr. Hospital/Cermak Health Services Service Employees. In this grievance, the Union alleges that the County violated several provisions of the parties' collective bargaining agreements and refused to bargain in good faith with the Union by implementing the unpaid mandatory shutdown day on November 28, 2014, without providing the Union notice or an opportunity to bargain. Specifically, the Union argues that the County violated Section 1.1, 2.2, 2.3, 5.1 and "any other Article(s) or rule of law to the Agreement between the Union and the County." As a remedy, the Union requests that the County bargain in good faith, make all affected employees whole, and cease from unilaterally implementing the unpaid shutdown day.

The Union's grievance is specific to the employees covered under five of the 24 CBAs between the parties. However, the unfair labor practice charge does not specify that it is applicable only to a certain group of Union represented employees. In fact, the Union identified the Respondent as the County of Cook, the Cook County Bureau of Administration (President's Office,) County of Cook Health and Hospital System, Cook County Clerk, Cook County Sheriff, Cook County Treasurer, and Cook County Recorder of Deeds. Thus, I infer that the unfair labor practice before the Board involves all Union-represented County employees, including those jointly employed by the County and Cook County Bureau of Administration (President's Office), County of Cook Health and Hospital System, Cook County Clerk, Cook County Sheriff, Cook County Treasurer, and Cook County Recorder of Deeds.

Article II in every CBA between the parties contains a County Authority and a County Obligation clause. Article II in the five CBAs involving the grieved of hospital employees are as followed:

> **Section 2.2 County Authority**:
>
> For the purpose of assuring the maintenance of efficient and uninterrupted medical care, and recognizing that all functions of the Hospital are integrally related to such care, the parties agree that the County shall have full right and authority to manage all functions of the Hospital and to direct its employees, except as such rights are specifically limited by this Agreement. These rights include, but are not limited to, the right to manage the business of the Hospital; to determine standards of patient care; to develop and use new methods, procedures and equipment; … to decide whether to purchase or use its own personnel; to direct the working force; to determine the schedules and nature of work to be performed by employees, and the methods, procedures and equipment to be utilized by the employees in the performance of their work; … to utilize employees wherever and however necessary in cases of emergency, or in the interest of patient care or the efficient operation of the Hospital; and to maintain safety, efficiency and order in the Hospital. The exercise or non-exercise of rights hereby retained by the County shall not be construed as waiving any such right, or the right to exercise them in some other way in the future.

Section 2.3 County Obligation:

> The Union recognized that this Agreement does not empower the County to do anything that is prohibited from doing by law.

Article II in the remaining nineteen CBAs contain nearly identical language regarding the County's authority and its obligation to adhere to the law, which provide:

> The Union recognized that the [Employer] has the full authority and responsibility for directing its operations and determining policy. The [Employer] reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the statutes of the State of Illinois, and to adopt and apply all rules, regulations, and policies as it may deem necessary to carry out its statutory responsibilities; provided, however, that the [Employer] shall abide by and be limited only by the specific and express terms of this Agreement, to the extent permitted by the law.
>
> The Employer and the Union recognize that this Agreement does not empower the Employer to do anything that it is prohibited from doing by law.[1]

The CBAs' arbitration provisions detail the parties' arbitration grievance procedure which provide, that if a party is not satisfied with the resolution of the grievance procedure at Step 3, then the union may seek to proceed to impartial arbitration, and that "the decision of the Arbitrator shall be binding." The record does not contain Sections 1.1 or 5.1 of the CBAs to which the Union alleges that the County breached in its grievance.

B. 2012 shutdown day

In 2012, the County also implemented a mandatory shutdown day for the day after Thanksgiving 2012. In response, the Union filed six grievances on behalf of bargaining unit employees jointly employed by Cook County and the following six employers: Cook County Clerk, Treasurer of Cook County, Sheriff of Cook County, Cook County Recorder of Deeds, Cook County Bureau of Administration (President's Office), and Cook County Health and

[1] Some of the CBAs include the above quoted language in Section 2.1, and other CBAs divide the language into separate sections, Section 2.1 and Section 2.2.

Hospitals System. In those grievances, the Union alleged that the County violated 21 of the parties' collective bargaining agreements, covering all Union-represented employees.

An arbitration hearing was subsequently held in Chicago, Illinois, on August 26, and September 17, 2014, before Arbitrator Robert W. McAllister. On June 12, 2015, Arbitrator McAllister issued his Arbitration Award holding that, pursuant to language in the parties' collective bargaining agreements, the County was not required to negotiate with the Union prior to making changes to the hours of work within a given week; and that the County acted consistently within the clear language of several provisions of the CBA when it implemented the 2012 shutdown day. Arbitrator McAllister, however, declined to consider whether the County violated any law, specifically the Act.[2]

First, Arbitrator McAllister specifically refused to determine whether the County's actions violated the contractual provision preventing the County from doing anything prohibited by law. He declined to consider this argument, because whether the County committed an unfair labor practice under the Act when the County allegedly unilaterally changed employees' wages and hours without providing the Union with the opportunity to bargain was not before him.

While not considering whether the County's actions violated the Act, Arbitrator McAllister nonetheless found that the shutdown day did not constitute a change in employees' hours and wages as defined in the parties' CBAs. He found that the shutdown day did not

[2] In Section VIII of the Arbitration Award, Arbitrator McAllister concluded, "the County did not engage in any conduct prohibited by law," Arbitration Award, at p. 23. However, in Section VII, Arbitrator McAllister declined to consider the Union's contention that the County violated the clause in the CBAs that barred the County from doing anything that is prohibited by law. The Arbitrator reasoned that the Union was essentially contending that the County committed an unfair labor practice under the Act, and that issue was not before him to determine. Arbitration Award, at p. 21. Arbitrator McAllister then went on to note that *if* the issue were before him, he would require the Union to prove that the County violated the Act because its conduct lacked contractual basis. Arbitration Award, at p. 22. Thus, while Arbitrator McAllister analyzed the unfair labor practice, he recognized that he lacked the authority to resolve that matter, and any finding on the subject was merely advisory.

change employees' hours because Section 3.1 of every CBA specifically and unambiguously provides that Article III does not provide "a guarantee of hours per work day or days per week" and it did not change to "work periods" as defined by Section 3.2 of the CBAs. He found that Section 3.2 defines "work periods" refers to "a regular work day consists of eight consecutive hours or work whatever the starting time," not the amount of hours an employee works in a week. He also found that the shutdown day did not change the employees' wages because it did not change their rate of pay nor did it constitute a salary reduction. Arbitrator McAllister rejected the Union's argument that the unpaid shutdown days constitute reduction in salary. Upon considering the salary schedule provided in the CBAs, the Arbitrator found that the schedule constituted rates of pay based on an employee's grade, length of service and classification, not salaries, and the Union did not provide sufficient evidence for him to find that the employees were salaried employees.

Arbitrator McAllister also held that the County acted consistently within the clear contract language in several sections of the CBAs. As well as analyzing Article 3, the Arbitrator reviewed Section 2.1, the "County Authority" clause in all the CBAs. He concluded that the "County's rights are broadly stated and none include specific language that would limit management's rights to make decisions that impact its operations including the right to curtain or shut down its operations." Taken together, he held that the shutdown days did not violate Article III of the CBAs, and that the County acted within its authority as defined in Section 2.1 of the CBAs.

IV. DISCUSSION AND ANALYSIS

Incorporating the National Labor Relations Board's policy, the Board has recognized three types of arbitral deferral: a Collyer deferral, which concerns pre-arbitral deferral where the

union has not initiated a contractual grievance; a Dubo deferral, where the union has voluntarily initiated a grievance and is awaiting arbitration; and a Spielberg deferral, involving a post-arbitral deferral. City of Chicago, 10 PERI ¶3001 (IL LLRB 1993); City of Mt. Vernon, 4 PERI ¶2006 (IL SLRB 1988); Collyer Insulated Wire, 192 NLRB 837 (1971); Dubo Mfg. Corp., 142 NLRB 431 (1963); Spielberg Mfg. Co., 112 NLRB 1080 (1955).

Through the Complaint, the Union alleges that the County violated the Act when it unilaterally ordered County offices closed on November 28, 2014, and doing so without providing the Union notice or an opportunity to bargain. The County argues that the Board should defer this matter to the Arbitration Award in which an arbitrator interpreted some of the same CBA language relating to a 2012 shutdown day. Regarding the 2014 shutdown day, the Union filed a grievance alleging that these actions also violate five of the parties' CBAs. However, the record indicates that the matter before the Board is applicable to the employees under every CBA between the parties. Accordingly, I must consider whether deferral is appropriate under all three standards.

A. Spielberg deferral

Deferring this matter to the Arbitration Award is appropriate. The Board has typically deferred matters under the Spielberg doctrine when an arbitration award resolved the same grievance to which the movant seeks deferral from the Board. Here, the County seeks to defer the instant matter to an arbitration award involving similar issues, but a different shut down date. "[W]here a new incident gives rise to the same issue that is covered by a prior award, the new incident may be taken to arbitration, but, in the absence of materially changed circumstances, it may be controlled by the prior award." Elkouri & Elkouri, How Arbitration Works, 578-579 (7th ed. 2012). Although, the 2014 shutdown is a new incident, and may proceed to arbitration

in resolution of the pending grievance, NLRB case law does support the Board deferring this matter under Spielberg as long as the Spielberg criteria are satisfied. See Am. Broad. Co., 290 NLRB 88 (1988); Teamsters (Anheuser-Busch), 277 NLRB 1097 (1985); Furr's, Inc., 264 NLRB 554 (1982).

Under Spielberg deferral, the Board may defer to an existing arbitration award where 1) the unfair labor practice issues have been presented to and considered by an arbitrator; 2) the arbitration proceedings appear to have been fair and regular; 3) all parties to the arbitration agreed to be bound by the award; and 4) the arbitration is not clearly repugnant to the purposes and policies of the Act. Chief Judge of the Sixteenth Jud. Cir., 29 PERI ¶50 (IL LRB-SP 2012); Chicago Trans. Auth., 16 PERI ¶3010 (IL LLRB 1999); Spielberg Mfg. Co., 112 NLRB 1080.

Here, the four-part Spielberg test is satisfied. First, the unfair labor practice issues giving rise to the instant matter were presented and considered by Arbitrator McAllister. While not analyzing the same shutdown day at-issue before the Board, in determining that the County did not violate the parties' CBAs when it implemented the 2012 shutdown day, the Arbitrator considered the unfair labor practice issues before the Board. The Arbitrator determined that implementing a shutdown day on November 29, 2012, did not change the employees' wages or hours because the shutdown did not change the employees' work periods or rate of pay as defined in the parties' CBAs. The issue before the Board is whether the County violated its duty to bargain in good faith as identified in Sections 10(a)(4) and (1) of the Act when it unilaterally changed the status quo involving a mandatory subject without sufficiently bargaining with the Union. See Chicago Park Dist. v. Ill. Labor Rel. Bd., 354 Ill. App. 3d 595, 602 (1st Dist. 2004); Cnty. of Cook (Dep't of Cent. Serv.), 15 PERI ¶3008 (IL LLRB 1999).

In order to find that the County violated Sections 10(a)(4) and (1) of the Act, the following three elements must be satisfied: (i) the shutdown day concerns a mandatory subject of bargaining; (ii) the County materially changed the status quo when it implemented the shutdown day; and (iii) the County did not give the Union notice and an opportunity to bargain over the shutdown day.

Whether the closing of County offices for one day is a mandatory bargaining subject under the Act, is examined pursuant to the framework that the Illinois Supreme Court established in Central City Educ. Assoc. v. Ill. Ed. Labor Rel. Bd., ("Central City") 149 Ill. 2d 496, 522 (1992) (analyzing the mandatory subject provision of the Illinois Educational Labor Relations Act ("IELRA") and later applying that analysis directly to this Act in City of Belvidere v. Ill. State Labor Rel. Bd., 181 Ill. 2d 191, 206-207 (1998)). The Central City test first considers whether a topic concerns the wages, hours, and terms and conditions of employment of employees in the bargaining unit. Cnty. of Lake, 28 PERI ¶67 (IL LRB-SP 2011). If it does, the second prong of the Central City test asks whether the topic is also a matter of inherent managerial authority. Id. Finally, if the topic both concerns the wages, hours, and terms and conditions of employment of the employees in the bargaining unit and concerns a matter of inherent managerial authority, the third step of the Central City test requires weighing the benefits that bargaining will have on the decision making process against the burdens that bargaining imposes on the employer's authority. Vill. of Ford Heights, 26 PERI ¶145 (IL LRB-SP 2009). If the benefits outweigh the imposition on the employer's authority, then the matter is mandatory bargaining subject. Id.

Here, in applying the Arbitrator's reasoning to the Act, even if the shutdown day involved a mandatory topic, the County did not violate Section 10(a)(4) and (1) of the Act by

failing to bargain with the Union because implementing a shutdown day does not change the status quo.

The second and third elements of the Spielberg test are also satisfied. There is no indication that the 2012 arbitration proceedings were not fair and regular and pursuant to the parties' CBA's all parties to the arbitration agreed to be bound by the award. Finally, a review of the Arbitration Award reveals that it is not clearly repugnant to the purposes and policies of the Act.

Therefore, I find that a Spielberg-type deferral is appropriate as applied to all Union-represented County employees and recommend that the unfair labor practice charge be dismissed.

In the alternative, if the Board declines to take the NLRB's approach and finds that the Spielberg doctrine is inapplicable to these circumstances, deferral is still appropriate under both the Collyer and Dubo standards.

B. Dubo deferral

A Dubo deferral is appropriate. Under the Dubo deferral standard, the Board may appropriately defer the charges in the complaint where 1) the parties have already voluntarily submitted their dispute to their agreed-upon grievance arbitration procedure; 2) that procedure culminates in final and binding arbitration; and 3) there exists a reasonable chance that the arbitration process will resolve the dispute. State of Ill. Dep't. of Cent. Mgmt. Serv. (Dep't. of Human Serv.), 19 PERI ¶114 (IL LRB-SP 2003); City of Chicago, 10 PERI ¶3001; City of Mt. Vernon, 4 PERI ¶2006; Dubo Mfg. Corp., 142 NLRB 431.

The Union filed a grievance in which it alleges that the County's decision to close its facilities on November 28, 2014, the County violated Section 1.1, 2.2, 2.3, 5.1 and "any other

Article(s) or rule of law" of five of the parties CBAs. As such, the Union has acquiesced that the County's actions are subject to interpretation by an arbitrator. As indicated in the parties' CBAs, if the Union is not satisfied after Step 3 of the grievance procedure it may seek to enter impartial arbitration, and the "decision of the Arbitrator shall be final." The third prong requires that there exists a reasonable chance that the arbitration process will resolve the parties' dispute. Here, in its grievance, the Union alleges that Sections 1.1, 2.2, 2.3, and 5.1 of the five CBAs prohibit the 2014 shutdown day. The record only includes the Section 2.2 County Authority, and 2.3 County Obligation, provisions, but does not include Sections 1.1 or 5.1. However, as discussed below, the Board has twice held that deferral is appropriate so that an arbitrator can interpret the County Authority clause. Thus, I must conclude that there is a reasonable chance that arbitration will resolve whether the CBAs prohibit the 2014 shutdown day. Therefore, deferral under the Dubo standard is appropriate.

C. Collyer deferral

A Collyer deferral is appropriate regarding the interpretation of the nineteen CBAs over which the Union did not file a grievance. A Collyer deferral is appropriate where 1) a question of contract interpretation is at the center of the dispute; 2) the dispute arises within an established collective bargaining relationship where there is no evidence of enmity by the respondent toward the union or an employee's exercise of protected rights; and 3) the respondent has credibly asserted its willingness to arbitrate the dispute. Chicago Trans. Auth., 17 PERI ¶3019 (IL LRB-LP 2001); Collyer Insulated Wire, 192 NLRB 837. In applying the Collyer test, the Board's Local Panel has twice deferred to arbitration disputes over County closure dates. See Cnty. of Cook (Health & Hospitals Syst.), 28 PERI ¶108 IL LRB-LP 2012) (deferring charges that the County implemented five shutdown days without bargaining with the union); Cnty. of Cook, 28

PERI ¶66 (IL LRB-LP 2011) (deferring charges that the County unilaterally implemented shutdown and furlough days without bargaining with the union). While neither case involved the Union, those CBAs contained "County Authority" provisions identical to the provisions here. Cnty. of Cook (Health & Hospitals Syst.), 28 PERI ¶108; Cnty. of Cook, 28 PERI ¶66. The Board noted that the County may possess the authority to close its facilities on the disputed days, and held that the phrase that the County's authority "shall be limited only by the specific and express terms of this Agreement to the extent permitted by law[,]" created a very real question of whether this provision constitutes the union's waiver of its duty to bargain over the closure dates, or constitutes an exception to any waiver. Cnty. of Cook (Health & Hospitals Syst.), 28 PERI ¶108; Cnty. of Cook, 28 PERI ¶66; Cf. City of Elgin, 30 PERI ¶8 (IL LRB-SP 2013) (declining to defer because the Board concluded that an arbitrator's finding would not mandate that the union clearly and unmistakably waived its right to bargain over the alleged change). Accordingly, I find that the issue at the center of this dispute is a question of contract interpretation. The record is devoid of any expressed animosity between the parties. Thus, I find that the first two prongs for a Collyer deferral are satisfied.

The third prong is also satisfied. The Collyer doctrine requires that the moving party agree to waive procedural defenses to a future grievance. In Cnty. of Cook, the Local Panel affirmed the Executive Director's deferral despite the fact that the respondent had not specifically indicated its willingness to waive procedural defenses to a future grievance. Cnty. of Cook, 28 PERI ¶66. The Local Panel ordered that the "Respondent is on notice that raising a timeliness objection to the grievance under these circumstances is, at a minimum, imprudent." Id. See also Byron Fire Prot. Dist., 31 PERI ¶134 (IL LRB-SP 2015) (State Panel refused to defer a matter where the respondent expressly refused to waive procedural defenses).

Accordingly, County is again on notice of the necessity of raising timeliness objections to any grievance filings regarding the other 19 CBAs between it and the Union. Therefore, Therefore, deferral under the Collyer standard is appropriate.

V. CONCLUSIONS OF LAW

It is appropriate to defer this matter under the Spielberg doctrine to the June 12, 2015, Arbitration Award issued by Arbitrator McAllister. In the alternative, deferral under the Dubo standard is appropriate to arbitrate the grievance currently pending involving interpretation of the five CBAs covering healthcare employees represented by the Union, and deferral under the Collyer standard is appropriate to resolve the matters relating to the nineteen remaining CBAs between the parties.

VI. RECOMMENDED ORDER

IT IS HEREBY ORDERED that the Board defer the unfair labor practice charge in Case No. L-CA-15-020 to the Arbitration Award issued by Arbitrator McAllister on June 12, 2015, and the Complaint be dismissed.

VII. 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 in 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 seven (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 Helen Kim, General Counsel of the Illinois Labor Relations Board, 160 North LaSalle Street, Suite S-400, Chicago, Illinois 60601-3103, or to the Board's designated email address for electronic filings, at ILRB.Filing@Illinois.gov. All filings must be 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 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 7th day of December, 2016.

STATE OF ILLINOIS
ILLINOIS LABOR RELATIONS BOARD
LOCAL PANEL

/s/ *Deena Sanceda*
Deena Sanceda
Administrative Law Judge