

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

American Federaion of State, County and)
Municipal Employees, Council 31,)
)
Charging Party)
)
and)
)
City of Chicago,)
)
Respondent)

Case No. L-RC-16-026

ORDER

On January 12, 2017, Administrative Law Judge Anna Hamburg-Gal, on behalf of the Illinois Labor Relations Board, issued a Recommended Decision and Order in the above-captioned matter. No party filed exceptions to the Administrative Law Judge's Recommendation during the time allotted, and at its 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the parties have waived their exceptions to the Administrative Law Judge's Recommended Decision and Order, and this non-precedential Recommended Decision and Order is final and binding on the parties to this proceeding.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
ILLINOIS LABOR RELATIONS BOARD
LOCAL PANEL**

City of Chicago,)	
)	
Employer)	
)	Case No. L-RC-16-026
and)	
)	
American Federation of State, County and Municipal Employees, Council 31,)	
)	
Petitioner)	

ADMINISTRATIVE LAW JUDGE’S RECOMMENDED DECISION AND ORDER

On April 5, 2016, the American Federation of State, County and Municipal Employees, Council 31 (AFSCME or Union) filed a petition with the Illinois Labor Relations Board (Board) seeking to include the title Human Resources Records Specialist employed at the City of Chicago (Employer) in the AFSCME-represented historical Unit #1. The Employer opposed the petition, asserting that the employees sought to be represented are excluded from coverage of the Illinois Public Labor Relations Act (Act), 5 ILCS 315 (2012), as amended, pursuant to the exemption for confidential employees. In accordance with Section 9(a) of the Act, an authorized Board agent conducted an investigation and determined that there was reasonable cause to believe that a question concerning representation existed. A hearing on the matter was conducted on August 25, 2016. Both parties elected to file post-hearing briefs.

I. Preliminary Findings

The parties stipulate and I find:

1. At all times material, the Employer has been a public employer within the meaning of Section 3(o) of the Act.
2. The Employer is a unit of local government subject to the jurisdiction of the Board’s Local Panel pursuant to Section 5(b) of the Act.
3. The Employer is a unit of local government subject to the Act pursuant to Section 20(b) of the Act.
4. The Union is a labor organization within the meaning of Section 3(i) of the Act.

5. At all relevant times, the Employer and the Union have been parties to a collective bargaining agreement.
6. On or about April 5, 2016, the Union filed a majority interest petition in Case No. L-RC-16-026, seeking to represent the Human Resources Records Specialist title.
7. There are currently five employees in the disputed title who are employed in the Employer's Department of Human Resources ("Department").
8. The disputed title is assigned to the Information Services Division of the Department.
9. The disputed title reports directly to Deputy Commissioner Alix Meza.

II. Issues and Contentions

The issue is whether the petitioned-for Human Resources Records Specialists (HRR Specialists) are confidential employees within the meaning of Section 3(c) of the Act under the authorized access test.

The Employer asserts that the HRR Specialists are confidential employees because they have authorized access to information related to labor relations and contract administration in the regular course of their duties. Specifically, the Employer claims that the HRR Specialists are often included in ongoing and preliminary discussions regarding Employer's interpretation of collective bargaining agreements. Next, the Employer asserts that they are involved in grievance processing because they review documentation related to grievances and implement remedies to resolve grievances. Finally, the Employer notes that the HRR Specialists help finalize the Employer's layoff lists and have notice of layoffs before affected employees receive formal notices of layoff.

The Union contends that the HRR Specialists are not confidential employees because they do not have authorized access to information that, if provided to the Union, would confer an advantage upon the Union in collective bargaining. The Union asserts that the HRR Specialists' general access to personnel documents and employee work histories does not confer confidential status on them. The Union likewise denies that the HRR Specialists' access to background information regarding grievances renders them confidential where the Employer also shares such information with the Union. It further notes that the HRR Specialists do not have access to the Employer's litigation strategy in grievance arbitration. Finally, the Union contends that the HRR Specialists' peripheral involvement in the reduction in force process is not sufficient to

render them confidential where the Employer failed to demonstrate that the HRR Specialists have notice of layoffs before the Union does.

III. Facts

The Department of Human Resources (Department) is a centralized department that oversees all other City departments. Its mission is to establish the City's human resources policies, to advise the City's departments and department heads to ensure a fair hiring process, and to create programs to promote employee development and to enhance supervisors' management skills. The Commissioner's Office oversees the Department. A Commissioner heads the Commissioner's Office. A Managing Deputy Commissioner and First Deputy Commissioner report directly to the Commissioner.

The Department is divided into the following nine divisions: Finance and Administration, Employment Services, Classification and Compensation, Testing, Information Services, EEO/Diversity, Training and Development, the Human Resources Board, and the Employee Assistance Program.

Deputy Commissioner Alix Meza heads the Information Services Division. The Information Services Division ensures that all Human Resources (HR) actions are correct and approved on time, and that all employee records are accurate. The Division also provides reports on demographics to City Departments and the City's attorneys. To fulfill these functions, the Information Services Division manages a number of software systems including Oracle, CHIPPS,¹ and the HR System. These are electronic human resources application systems that track human resources transactions. The Division also provides technical support to the job applicant tracking system, TALEO.

The Information Services Division is divided into two sub-sections, Employee Records and Technical Programming. All HRR Specialists work in the Employee Records Section and they report directly to Meza. The Employer assigns each HRR Specialist to a specific operating department. The Department currently employs five HRR Specialists. The HRR Specialists act as the liaisons between the HR Department and the operating departments.

The HRR Specialists maintain and revise employee work histories. Accordingly, they have access to all City employees' employment records. An employee's work history includes

¹ It is unclear from the record whether CHIPPS is the Oracle System. See Transcript p. 33.

the dates on which the employee began employment with the City, the titles they have held, the departments in which they have worked, their salaries in each title, the leaves they have taken, the salary increases they have received and whether the increases were scheduled or unscheduled, and their date of termination. It also includes the employee's time of continued services with the City and the time spent by the employee in each title held. The HRR Specialists enter the work history data into the CHIPPS computer system.

HRR Specialists process HR actions, including appointments, promotions, leaves, suspensions, and update employees' work histories. To that end, the HRR Specialists review employees' records in hardcopy form to ensure that the HR Department has the supporting documentation for the HR action. The HRR Specialists also ensure that all supporting documentation for HR actions is accurate and that the dates on the documents reflect the dates in the computer system. If an HRR Specialist receives notification of an HR action, which is not supported with sufficient documentation or includes inaccurate information, the HRR Specialist requests additional documentation from the operating department. The HRR Specialists do not approve the transaction if they do not have the supporting documentation. Once the HRR Specialists process the HR actions, Meza reviews and approves them on behalf of the Commissioner. The HRR Specialists store supporting documentation for HR actions in the document management system and approve submitted documents on a daily basis.²

HRR Specialists provide the operating department with employees' work histories, upon request, and confirm that an employee's work history is accurate. They also provide the operating department with the documents they use to obtain relevant dates, and an explanation of the manner in which they calculate an employee's time-in-title or time-in-service. The HRR Specialists similarly provide employees' work histories to the Labor Relations Division and to unions that request such information. The HRR Specialists typically receive such requests when an employee questions his seniority or when a dispute arises over the employee's time-in-title.

² The record includes two job descriptions for the HRR Specialist position. The first job description became effective in 2011. The second job description became effective on April 29, 2016 after the Union filed its petition in this case. The first job description is an accurate description of the HRR Specialists duties. However, it omits one of the HRR Specialists essential duties, the responsibility for developing work histories for employees. The second job description included reference to that function so that the description more accurately reflected the work performed by the HRR Specialists.

The HRR Specialists apply union contracts to employment actions. For example, if a union employee's seniority impacts the employment action, the HRR Specialist will ascertain whether that employee's leaves of absences or suspensions impact his seniority under the terms of the relevant collective bargaining agreement.

HRR Specialists sometimes have questions regarding the interpretation of contracts as they apply HR actions. In such cases, the HRR Specialists commonly ask the City of Chicago Department of Law's Labor Relations section for clarification. In one case, HRR Specialist Melanie Howard asked Director of Labor Relations Donald J. O'Malley and Labor Relations attorney Michael Garrity, whether leaves of absence extend the probationary period. O'Malley responded, stating that the collective bargaining agreement did not address the question and that he could not offer an answer without additional information. He then asked Howard whether the Employer deducts leave of absence time from the probationary period for non-bargaining unit employees. Howard responded that the Employer's personnel rules provide that the Employer does deduct leave of absence time where the leave exceeds 10 days. O'Malley then replied with some additional questions and guidance. He stated that if the Employer had applied the personnel rule to the title in question over the last 9 years, then the personnel rule should apply in this instance. If the Employer had not applied the personnel rule to the title in question, then further discussion would be necessary. Specifically, he stated that if the Employer had not previously applied that personnel rule to the title "we need to discuss why the City wants to change our current practice."

HRR Specialists consult and apply arbitration awards and grievance settlement agreements to individual employment records. The operating departments forward arbitration awards or settlement agreements to the HRR Specialists. The HRR Specialists then directs the operating department's HR liaison to enter the transaction into the system, or the HRR Specialists may input the transaction manually if there are technical difficulties.

The record contains an email chain that documents a dispute concerning the implementation of a grievance settlement. The recipients included an International Brotherhood of Teamster (IBT) representative, a Labor Relations supervisor, other attorneys from the Labor Relations Division, a Deputy Commissioner in Employment Services, an HRR Specialist, and other employees from the HR Department. An IBT representative asked for a status update on the final resolution of a grievance filed by the IBT on behalf of a motor truck driver in the

Department of Sanitation, which related in part to the seniority date applied to the driver. The Labor Relations supervisor instructed the HRR Specialist to verify the motor truck driver's SSP date. The union requested a work history for the employee from the HRR Specialist. Upon receipt of the work history, the union asserted that the grievance was not completely resolved because Employer had not corrected the SSP³ date of the employee in question and, accordingly, had not made the grievant "whole in all ways," as requested. Notably, the Employer had already implemented part of the settlement agreement by placing the motor truck driver into the position he requested.⁴

Later emails in the chain did not include union representatives, but they did include a bargaining unit member, recruiter Devetta Smith. In those emails, a Deputy Commissioner for HR stated that HR required a signed agreement between the City and the IBT before it could change the SSP date. No member of the Employer's team ever denied that the Employer was required to implement a change to the employee's SSP date to settle the grievance in accordance with the parties' agreement in principle. Rather, Labor Relations Supervisor Michael Garrity replied that Labor Relations could "draft something."

The operating departments and the Law Department request seniority reports and work histories from the HRR Specialists in preparation for reductions-in-force (RIFs). They use these reports and work histories to determine which employees to lay off. Once they select employees for layoff, they provide the HR Division with the names of the selected employees and instruct the HR Department to draft the layoff notices. The HR Department generates the layoff notices and sends them to the operating departments, which issue the layoff notices to employees.

The HRR Specialists do not draft the layoff notices and do not review the layoff notices before the operating departments distribute them to employees unless the layoff is large. For example, when the Employer conducted a layoff of over 400 employees in 2008, Meza forwarded the HRR Specialists the unsigned notices of layoff, so that the HRR Specialists would know the layoff was coming.

After the employees sign the layoff notices, the operating departments return the letters to the HR Department. The HRR Specialists then scan the notices and store them in the document

³ The parties did not define this acronym.

⁴ The email in Respondent's Exhibit 7, page 5, states the following: "Teamsters Local 700 is requesting a status update on the final resolution for MTD _____'s grievance. While Mr. _____ has accepted the T.C. 7183 position in the Department of Sanitation, remaining is the matter of his original seniority."

management system to provide support for the HR transaction in the Oracle System. Meza finalizes the transaction.

Meza testified that she did not know whether the unions have notice of the layoffs before Law Department and the operating departments request seniority reports from the HRR Specialists. Meza similarly testified that she did not know whether the unions already knew about the layoffs at the time the Law Department and the operating departments instructed her to draft the layoff notices. The Labor Relations Division does not include the HR Department in discussions over whether the layoffs should occur in the first instance.

IV. Discussion and Analysis

The petitioned-for employees are not confidential employees under the authorized access test, the only test at issue in this case.

1. Confidential Exclusion

The purpose of the confidential exclusion is to prevent employees from having their loyalties divided between the employer, who expects confidentiality in labor relations matters, and the union, which may seek disclosure of management's labor relations material to gain an advantage in the bargaining process. City of Evanston v. Ill. State Labor Rel. Bd., 227 Ill. App. 3d 955, 978 (1st Dist. 1992).

The Act sets forth two tests to determine whether an employee is subject to the confidential exclusion, (1) the labor nexus test and (2) the authorized access test. The Board has also adopted the reasonable expectations test, which applies when no collective bargaining unit is in place. The parties agree that the only test at issue in this case is the authorized access test.

a. Authorized Access Test

The HR Records Specialists are not confidential employees under the authorized access test.

An employee is confidential under the authorized access test if, in the regular course of his duties, he "ha[s] authorized access to information concerning matters specifically related to the collective-bargaining process between labor and management." Chief Judge of the Cir. Court of Cook Cnty., 153 Ill. 2d at 523. Information related to the collective-bargaining process includes (1) the employer's strategy in dealing with an organizational campaign, (2) actual

collective-bargaining proposals, and (3) information relating to matters dealing with contract administration. Dep't of Cent. Mgmt. Serv. (Dep't of State Police) v. Ill. Labor Rel. Bd., State Panel, 2012 IL App (4th) 110356 ¶ 27; City of Evanston., 227 Ill. App. 3d at 978. Mere access to confidential information does not create confidential status within the meaning of the Act when such information is not related to collective bargaining or contract administration. Niles Twp. H.S. Dist. 219, Cook Cnty. v. Ill. Educ. Labor Rel. Bd. ("Niles"), 387 Ill. App. 3d 58, 71 (1st Dist. 2008) (“‘labor relations’ does not include hiring, performance or promotion or mere access to personnel or statistical information, even if that information is confidential”); City of Burbank, 1 PERI ¶ 2008 (IL SLRB 1985). An employee’s “access to ‘confidential’ information concerning the general workings of the department or to personnel or statistical information upon which an employer's labor relations policy is based is insufficient to confer confidential status.” Dep't of Cent. Mgmt. Serv. (Dep't of State Police), 2012 IL App (4th) 110356 ¶ 27; City of Evanston, 227 Ill. App. 3d at 978. Likewise, merely supplying raw financial data for use in negotiations is insufficient to warrant exclusion under this test. Chief Judge of Circuit Court of Cook Cnty., 218 Ill. App. 3d at 705; but see Dep't of Cent. Mgmt. Serv., 2011 IL App (4th) 090966 ¶ 168, 181.

The HRR Specialists do not have authorized access to confidential collective bargaining related information when they help the Labor Relations Division effectuate layoffs because there is insufficient evidence that they thereby acquire knowledge of layoffs in advance of the Union. As the Union notes, information that is available to petitioned-for employees is not confidential if it also is available to the Union. Health & Hosp. Sys. of County of Cook v. Illinois Labor Relations Bd., Local Panel, 2015 IL App (1st) 150794, ¶ 73. Under the evidence presented, it is equally likely that unions know of impending layoffs before the HRR Specialists do. Meza testified that she did not know whether the Union had notice of the planned layoffs at the time the operating departments asked the HRR Specialists for seniority lists, which help the departments determine the order of layoffs. Meza similarly testified that she did not know whether the Union had notice of the planned layoffs at the time the operating departments instructed the HR Department to draft layoff notices. Am. Fed'n of State, County & Mun. Employees, Council 31 v. Illinois Labor Relations Bd., 2014 IL App (1st) 132455, ¶ 31 (burden is on the employer to prove exclusion applies).

In addition, the HRR Specialists' access to a list of the particular employees affected by the layoff is likewise insufficient to render them confidential within the meaning of the Act. If the Employer bases its layoff list on seniority, as the record suggests,⁵ then the Union can easily identify those individuals subject to a layoff because it has equal access to seniority lists. Health & Hosp. Sys. of County of Cook, 2015 IL App (1st) at ¶ 73; Niles, 387 Ill. App. 3d at 71 (1st Dist. 2008)(employees' mere access to personnel information does not render them confidential).

Contrary to the Employer's claim, the HRR Specialists are not confidential on the grounds that they review layoff notices before the Employer distributes them to the employees.⁶ Even if the HRR Specialists review of the notices indicates that they are apprised of the layoffs before the affected employees are, such knowledge is not relevant. Rather, the proper inquiry is whether they have authorized access to confidential information when the Union does not. It is only when the petitioned-for employee has information not otherwise available to the Union that the threat of divided loyalty arises: Should the employee reveal what he knows to the Union, to arguably advance his own collective bargaining interests and breach his duty of loyalty to the employer, or should he instead keep the information confidential and breach his duty of loyalty to his union, which may have an interest in the information? It is clear that where the Union already has in its possession the allegedly confidential information, known to the petitioned-for employee, there is no threat of divided loyalty—there is no temptation to disclose information to which the Union is already privy and no harm that results from its disclosure. City of Evanston, 227 Ill. App. 3d at 978 (discussing policy that underlies the exclusion).

Moreover, even if the Board were to determine that the HRR Specialists have notice of layoffs before the Union, or alternatively, before affected employees, the case law on the whole indicates such information is not confidential. Illinois Courts have held that the information in question is confidential where it provides “genuine insight” into the employer's collective bargaining strategy. Health & Hosp. Sys. of County of Cook v. Illinois Labor Relations Bd., Local Panel, 2015 IL App (1st) 150794, ¶ 75; American Federation of State, County & Municipal Employees, Council 31, 26 PERI ¶ 114 (IL LRB-LP 2010) but see Dep't of Cent. Mgmt. Servs., 2011 IL App (4th) 090966 ¶ 182 (Access to strategy not required to satisfy

⁵ The operating departments request seniority lists to determine the order in which to lay off employees.

⁶ This occurs only when the layoffs are large.

authorized access test, only access to information relating to the effectuation or review of the employer's collective-bargaining policies is necessary).

Although the Local Panel has, in one case, suggested that early access to information concerning layoffs renders employees confidential, the State Panel has held that it does not. Compare City of Chicago, 26 PERI ¶ 114 (IL LRB-LP 2010)(excluding staff assistants where they had early access to information concerning layoffs and helped review layoff notices before their distribution to employees) with State of Illinois, Department of Central Management Services, 25 PERI ¶ 5 (IL LRB-SP 2009)(affirming ALJ's inclusion of employees in the unit even where those employees had "knowledge of potential or actual layoffs" weeks before the employer gave the union official notification of its decision).

The First District's recent decision in Health & Hosp. Sys. of County of Cook warrants more heavy reliance on the Board case which holds that an employee's advance notice of layoffs does not constitute access to confidential information within the meaning of Section 3(c) of the Act. Health & Hosp. Sys. of County of Cook, 2015 IL App (1st) at 75. While the First District did not squarely address petitioned-for employees' advance knowledge of layoffs, it did hold that information is not confidential merely by virtue of its "potential[]...interest" to the Union. Id. (also emphasizing importance of petitioned-for employees' access to collective bargaining strategy in rendering them confidential).

Applying these cases here, the HRR Specialists' authorized access to the Employer's decision to layoff employees would not render them confidential, even if they possessed the information when the Union did not. Such access to information concerning a finalized layoff decision does not equate to access to collective bargaining strategy, nor does it have the tendency to reveal the same. Accordingly, an employee's access to such information is not access to confidential information, even though an impending layoff may be "potentially of interest" to the Union. Id.

Next, the HRR Specialists do not have authorized access to confidential information when the Employer includes them in discussions regarding the Employer's interpretation and application of collective bargaining agreements. There is insufficient evidence that the HRR Specialists are privy to collective bargaining strategies during those discussions. Rather, the timing of the email discussion referenced by the Employer on brief indicates that it arose outside

the context of a grievance or any other dispute concerning contract interpretation.⁷ The record indicates that the HRR Specialists ask Labor Relations attorneys questions regarding the interpretation of contracts so that they may apply the contracts to HR actions.

In those discussions, the HRR Specialist simply asked a Labor Relations attorney whether leaves of absence extend the probationary period for Pool Motor Truck Drivers. The Labor Relations attorney acknowledged that the collective bargaining agreement did not address the issue, but directed the HRR Specialist to apply the relevant personnel rule if HR had applied the rule in the past. In short, this is not a case in which the discussions illustrate disclosure of litigation strategy to the petitioned-for employee, or indeed, disclosure of any other information that could “hamper the Employer’s ability to negotiate...[with the Union]...on an equal footing,” if revealed. Health & Hosp. Sys. of County of Cook v. Illinois Labor Relations Bd., Local Panel, 2015 IL App (1st) 150794, ¶ 75 (requiring access to strategy); Cf. State of Ill., Dep’t of Cent. Mgmt. Serv., 29 PERI ¶ 12 (quoted text; employee who discussed an employee’s grievance, his Human Rights Commission discrimination charges, and the possibility of settlement with CMS labor relations attorneys was confidential by virtue of her advance access to the Employer’s position and strategy); Cf. State of Ill., Dep’t of Cent. Mgmt. Servs., 29 PERI ¶ 12.

Finally, the HRR Specialists’ involvement in grievance processing does not render them confidential under the authorized access test because the HRR Specialists do not thereby have authorized access to confidential information. Indeed, the single email chain that documents the Specialists’ involvement in the grievance process includes, as recipients, an International Brotherhood of Teamsters representative and an employee who is a member of the bargaining unit.⁸ Accordingly, the HRR Specialists’ involvement in implementing grievance remedies is not confidential because the Employer includes the Union in correspondence related to their implementation and final resolution. Health & Hosp. Sys. of County of Cook, 2015 IL App (1st) 150794 (information available to the union is not confidential).

⁷ The Employer offered another example in which the Employer included an HRR Specialist in an email discussion related to the application of contract language; however, the referenced discussion was not confidential because the Employer included a Union agent and a bargaining unit employee in the correspondence, discussed below.

⁸ The Teamsters representative was not included on every email; however, the bargaining unit member was included on those emails in which the Teamsters representative was not included.

In sum, the HRR Specialists are public employees and therefore properly included in the bargaining unit.

V. Conclusions of Law

The petitioned-for employees are public employees within the meaning of Section 3(n) of the Act and are not confidential employees within the meaning of Section 3(c) of the Act.

VI. Recommended Order

Unless this Recommended Decision and Order Directing Certification is rejected or modified by the Board, the American Federation of State, County and Municipal Employees, Council 31 shall be certified as the exclusive representative of all the employees in the unit set forth below, found to be appropriate for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment pursuant to Sections 6(c) and 9(d) of the Act.

INCLUDED: Human Resources Records Specialist to be included in AFSCME-represented bargaining unit #1.

EXCLUDED: All supervisory, managerial and confidential employees within the meaning of the Act.

VII. Exceptions

Pursuant to Section 1200.135 of the Board's Rules and Regulations, 80 Ill. Admin. Code Parts 1200-1240, the parties may file exceptions to this recommendation and briefs in support of those exceptions no later than 14 days after service of this recommendation. Parties may file responses to any exceptions, and briefs in support of those responses, within 10 days of service of the exceptions. In such responses, parties that have not previously filed exceptions may include cross-exceptions to any portion of the recommendation. Within five 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 the General Counsel of the Illinois Labor Relations Board, to either the Board's Chicago Office at 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 filing must be served on all other parties. Exceptions, responses, cross-exceptions and cross-responses will not be accepted at the Board's Springfield office. 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. If no exceptions have been filed within the 14-day period, the parties will be deemed to have waived their exceptions.

Issued at Chicago, Illinois this 12th day of January, 2017

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

/s/ Anna Hamburg-Gal

**Anna Hamburg-Gal
Administrative Law Judge**

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

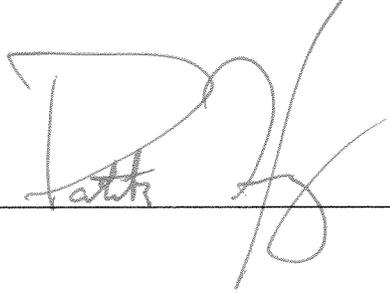
American Federation of State, County)	
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AFFIDAVIT OF SERVICE

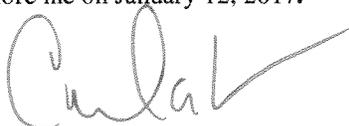
I, Patrick Heery, on oath state that I have this day, January 12, 2017, served the attached **ADMINISTRATIVE LAW JUDGE RECOMMENDED DECISION AND ORDER OF THE ILLINOIS LABOR RELATIONS BOARD LOCAL PANEL** issued in the above-captioned case on each of the parties listed herein below by depositing, before 5:00 p.m., copies thereof in the United States mail at 100 W Randolph Street, Chicago, Illinois, addressed as indicated and with postage prepaid for first class mail.

Jacob Pomeranz
Cornfield and Feldman
25 East Washington Street, Suite 1400
Chicago, IL 60602

JoAnn Lim
Corporation Counsel
30 North LaSalle Street, Suite 1040
Chicago, IL 60602



SUBSCRIBED and SWORN to
before me on January 12, 2017.



NOTARY PUBLIC

