

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

American Federation of State, Local)	
And Municipal Employees, Council 31,)	
)	
Petitioner)	
)	
and)	Case No. L-RC-18-030
)	
County of Cook (Public Defender),)	
)	
Employer)	

ORDER

On September 19, 2019, Administrative Law Judge Michelle N. Owen, 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 December 10, 2019 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the parties have waived their exceptions to the Administrative Law Judge’s Recommended Decision and Order, and this non-precedential Recommended Decision and Order is final and binding on the parties to this proceeding.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 13th day of December 2019.

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

/s/ Helen J. Kim
Helen J. Kim
General Counsel

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American Federation of State, County and Municipal Employees, Council 31,)	
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ADMINISTRATIVE LAW JUDGE’S RECOMMENDED DECISION AND ORDER

On June 18, 2018, American Federation of State, County and Municipal Employees, Council 31 (“Union”) filed a majority interest representation/certification petition in the above-captioned case with the Local Panel of the Illinois Labor Relations Board (“Board”) pursuant to the Illinois Public Labor Relations Act, 5 ILCS 315 (2014), as amended (“Act”). The Union seeks to represent individuals in the title of Mitigation Specialist employed by the County of Cook (Cook County Public Defender) (“Employer” or “County”) in an existing bargaining unit represented by the Union. The Employer filed a timely response and objection to the petition asserting that the petitioned-for unit is not appropriate because the State of Illinois is a joint employer with the County of the Mitigation Specialists.

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 December 12 and 13, 2018, by the undersigned. Both parties elected to file post-hearing briefs. After full consideration of the parties’ stipulations, evidence, arguments, and briefs, and upon the entire record of the case, I recommend the following:

I. PRELIMINARY FINDING

The parties stipulate and I find:

1. The Mitigation Specialists are employed by the County and receive the same benefits

as offered to all other employees of the County including health insurance, County pension and disability benefits, holidays, vacation time, and sick time.

II. ISSUES AND CONTENTION

There are two issues in this case. The first issue is whether the State of Illinois is a joint employer with the County of the Mitigation Specialists.¹ The Employer contends that the State is a joint employer with the County because the Mitigation Specialist positions are funded, in part, by a grant from the State of Illinois. The Employer further asserts that, as required by the grant agreement with the State, the State defines the duties of the Mitigation Specialists, the County must submit budgets and progress reports to the State, and if the State does not approve of funding, the Mitigation Specialists will be terminated.

The Union however asserts that the County is the sole employer of the Mitigation Specialists because although the Mitigation Specialist position is partially funded by the State, the State is in no way involved in the hiring, discipline, promotion, benefits, work hours, work assignment, direction, or other terms and conditions of employment of the Mitigation Specialists. The Union additionally contends that the grant agreement between the County and the State specifically provides that the State is not the employer of any employees hired pursuant to the grant. The Union further asserts that the State is not a joint employer because providing funds alone without control over the other conditions of employment does not establish employer status. Additionally, the Union asserts that the fact that the County must report on the use of the grant funds is not relevant to the status of the State as an employer.

The second issue is whether the petitioned-for unit is an appropriate unit. The County asserts that the Mitigation Specialists do not share a community of interest with employees in the petitioned-for unit because the employees in the petitioned-for unit are not funded by a State grant, do not submit progress reports to the State, and do not have the State as a joint employer. The Union disputes this contention and asserts that the Mitigation Specialists share a community of interest with the petitioned-for bargaining unit because the Mitigation Specialists have all the same terms and conditions of employment as the employees in the unit, work directly with other employees who are part of the unit, and share the same supervisor and general work product of

¹ The County's status as an employer of the Mitigation Specialists is undisputed.

other employees in the unit.

III. FINDINGS OF FACT²

The Mitigation Specialists are employed by the County's Public Defender's Office ("Defender's Office") in its Mitigation Division. The mission of the Defender's Office is to provide effective assistance of counsel for indigent clients who are charged with crimes. One of the duties of the Defender's Office is to provide mitigation evidence at the sentencing hearing or mitigation information at a Supreme Court Rule 402 pretrial conference. The presentation of effective mitigation evidence is mandated by Illinois law.

Public Defender, Amy Campanelli oversees the Defender's Office. Chief of Staff, Lester Finkle and First Assistant, Keith Ahmad, report directly to Campanelli. First Assistant Ahmad oversees the following sections within the Defender's Office: Suburban Division, Central Division, Countywide Division, and Investigations. Michael Morrissey is the deputy of the Central Division. The Mitigation Division is within the Central Division.

Peter Kocerka is the chief financial officer for the Defender's Office. He began his employment with the Defender's Office in February 2017. Kocerka reports to Chief of Staff Finkle. Kocerka is responsible for managing contracts, payroll, procurement, financial reporting, and grant financing. Once grants are received by the Defender's Office, Kocerka is responsible for implementing them.

Katherine Holihen has been a grant analyst for the Defender's Office since July 2018. She is responsible for submitting grant proposals, managing grants, seeking new sources of funding, and providing programmatic support for the grants. The Defender's Office currently has two grants: a grant for its Mitigation Program and a grant for its DNA Program.

Mitigation Division

Dianne Walsh is the Mitigation Specialist Supervisor for the Mitigation Division. She reports directly to the deputy of the Central Division. Walsh began the position in April 2018. She had previously worked as a mitigation specialist for the Defender's Office from 2002 until 2011. During that time, Walsh was an independent contractor for the Defender's Office. Prior to

² Asia Cobb, Karen Dimond, Katherine Holihen, Peter Kocerka, and Dianne Walsh testified on behalf of the Employer. Rodney Douglas and Michelle McKarn testified on behalf of the Union.

Walsh, Steve Barry held the position of Mitigation Specialist Supervisor.

The Mitigation Specialists report directly to Mitigation Specialist Supervisor Walsh. Currently, the Defender's Office has two Mitigation Specialists: Michelle McKarn and Nicole Phinney. McKarn was hired in April 2017. Phinney was hired in June 2017. Walsh also supervises two administrative assistant IIIs: Linda Sobotka and Maria Gordils. Walsh assigns cases to the Mitigation Specialists and administrative assistant IIIs. Walsh also evaluates their performance and recommends discipline if needed.

Sobotka and Gordils are currently represented in the petitioned-for bargaining unit which includes, among others, all employees in the following titles in the Defender's Office: administrative assistant I, II, III; accountant II, III; court statistician; clerk II, III, IV, V; stenographer II, III, IV, V; typist II, III; telephone operator III; and leads records assistant.

The Mitigation Specialists provide support to the Defender's Office attorneys by conducting detailed psychosocial biographies of adult clients who face incarceration sentences or dispositions. The Mitigation Specialists create a mitigation report which is used to persuade the court that the clients should receive less severe sentences, alternatives to incarceration, or alternative dispositions. The Mitigation Specialists participate in 402 conferences where they present information as well as assist with potential information that may aid the attorney during the plea bargain phase of a case. The administrative assistant IIIs, Sobotka and Gordils, also create mitigation reports for the Defender's Office and perform the same duties as the Mitigation Specialists. However, the grant for the Mitigation Program, which funds in part the Mitigation Specialist positions, does not allow the Mitigation Specialists to work with juvenile clients. Cases involving juvenile clients are handled by Gordils. Cases involving multiple defendants are handled by Sobotka. McKarn and Phinney handle a diverse set of cases.

Mitigation Program

The Defender's Office Mitigation Program is funded in part by a federal grant that is awarded and distributed by the Illinois Criminal Justice Information Authority ("ICJIA").³ The ICJIA is a State of Illinois agency that awards and distributes federal and state grant funding,

³ It is not clear from the record when the Defender's Office Mitigation Program first obtained funding through the ICJIA, however, funding was at least in place as of fiscal year 2016, as noted in the 2017-2018 grant agreement between the Defender's Office and the ICJIA.

among other things. The ICJIA is funded by the United States Department of Justice.

For the fiscal year 2016, the Mitigation Program was funded in part by the Edward Byrne Memorial Justice Assistance Grant Program, a federal grant, which is administered by the ICJIA. According to the grant application, the ICJIA had provided the Defender's Office with \$136,642 in funding for the fiscal year 2016 and the County Board of Commissioners had "consistently approved" a match of \$45,547 for the Mitigation Program.

At some point prior to June 2017, the Defender's Office reapplied for the grant. In the application, the Defender's Office stated that it was seeking to retain three full-time mitigators. The grant from the ICJIA has an effective date of one year, so the Defender's Office is required to reapply for the grant each year and if the grant is awarded, sign a new agreement with the ICJIA.

On or about June 12, 2017, the Defender's Office entered into a new agreement with the ICJIA for the grant. The agreement had an effective date of July 2017 through June 2018. The agreement was signed by Kocerka, Public Defender Campanelli, and the President of the County Board of Commissioners, Toni Preckwinkle. The agreement provided, among other things, that "[n]either Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance." The grantee for the agreement was the Defender's Office, and the grantor for the agreement was the ICJIA. As part of the agreement, the Defender's Office agreed to be subject to audit.

Kocerka was in charge of implementing the 2017-2018 grant from the ICJIA and ensuring successful completion of the performance goals required by the grant. As such, he was responsible for ensuring that all reporting required by the grant was completed in a timely manner. The agreement with the ICJIA requires the Defender's Office to file data reports, performance reports, and various financial reports to the ICJIA. The Defender's Office is also required to file a final progress report to the ICJIA.

As part of the agreement, Kocerka was responsible for reporting to Terrence Dugan, a program manager of the ICJIA and the grant monitor for the Mitigation Program. At some point, Dugan retired, and Craig Cady is now the grant monitor for the program. Since being hired in July 2018, Holihen now acts as the liaison between the Defender's Office and ICJIA for the Mitigation

Program. She also completes quarterly reporting for the grant.

For the fiscal year 2017, the ICJIA contributed \$136,642 to the Mitigation Program, and the County contributed \$75,547. Kocerka testified that the Defender's Office could not afford to employ Mitigation Specialists without the grant funding from the ICJIA.

In January 2017, the Defender's Office posted notice of a job vacancy for the position of Mitigation Specialist. The job description noted that the position was a grant-funded position. McKarn was then hired as a Mitigation Specialist and began work in April 2017. Prior to her hire, the Mitigation Specialist position had been vacant for approximately one year. The Defender's Office had previously employed two Mitigation Specialists, but both individuals had resigned. Those employees were not in a bargaining unit. In May 2017, the Defender's Office again posted notice of a job vacancy for the Mitigation Specialist position. Phinney was then hired as a Mitigation Specialist and began working in June 2017.

The Defender's Office signed a new grant agreement for the Mitigation Program for the fiscal year 2018. For the new agreement, the ICJIA contributed \$133,514 to the Mitigation Program, and the County contributed \$91,776. Like the fiscal year 2017 agreement, the 2018 agreement also provided that "[n]either Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance."

Sometime between July and September 2018, the ICJIA notified the Defender's Office that funding for the Mitigation Program would be ending on September 30, 2018. However, the ICJIA was eventually able to find additional funding for the period of October 2018 through June 2019. As a result, the ICJIA and the Defender's Office signed a new agreement for the remaining nine-month period of October 1, 2018, through June 30, 2019. This new agreement maintained the following language from the previous agreement: "[n]either Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance."

Bargaining Units

The Defender's Office has employees represented in three bargaining units. The Union's Local 3315 represents attorneys in the Defender's Office. The Union's Local 1767 represents

caseworkers and investigators in the Defender's Office. The Union's Local 3696 represents primarily support staff, as noted above, in the Defender's Office and the Employer's Department of Revenue. In this case, the Union seeks to add the Mitigation Specialists to the unit represented by Local 3696.

Other Grant-Funded Positions In The County

Employees in the title of victim witness specialist employed at the County's State's Attorney's Office are represented in a collective bargaining unit represented by the Union. The victim witness specialist position is funded in whole or in part by state grants. In March 2018, the Union and the County signed a memorandum of understanding ("MOU") to change the titles of victim witness specialists to "victim specialist." In order to receive the grant, the title of the positions needed to be changed. As part of the MOU, the Union and the County created a revised and consolidated job description for the title of victim specialist.

Certain employees employed at the Cook County Health & Hospitals Systems ("CCHHS") are represented in a collective bargaining unit represented by the Union. CCHHS receives a federal grant for its Supplemental Nutrition Program for Women Infants and Children Program. Some of the bargaining unit members' positions are funded through the federal grant.

IV. DISCUSSION AND ANALYSIS

A. Joint Employer

The evidence fails to establish that the State of Illinois is a joint employer with the County of the Mitigation Specialists.

The test to determine the existence of joint employers is whether "two or more employers exert significant control over the same employees-where from the evidence it can be shown that they share or co-determine those matters governing essential terms and conditions of employment." Am. Fed'n of State, Cnty., & Mun. Emps., Council 31 v. Ill. State Labor Relations Bd., 216 Ill. 2d 569, 578 (2005), citing Vill. of Winfield v. Ill. State Labor Relations Bd., 176 Ill. 2d 54, 60 (1997); Orenic v. Ill. State Labor Relations Bd., 127 Ill. 2d 453, 465 (1989). Relevant factors to consider in determining joint employer status include the asserted joint employer's role in "hiring and firing; promotions and demotions; setting wages, work hours, and other terms and conditions of employment; discipline; and actual day-to-day supervision and direction of employees on the job." Am. Fed'n of State, Cnty., & Mun. Emps., Council 31, 216 Ill. 2d at 579;

Orenic, 127 Ill. 2d at 475; Vill. of Winfield, 176 Ill. 2d at 60 (village was not joint employer with library of library employees, even though library relied on village to levy tax to fund library's budget, where village had no involvement in hiring, firing, or other personnel decisions). Additional factors to consider in this determination include the authority to tax and raise funds and to approve budgets and grant financing. Cnty. of Will v. Ill. State Labor Relations Bd., 220 Ill. App. 3d 62, 65 (3rd Dist. 1991), citing Cnty. of Kane v. Ill. State Labor Relations Bd., 165 Ill. App. 3d 614 (2nd Dist. 1988) (county was joint employer with sheriff where sheriff submitted budget to county board for approval, compensation plans for employees were established by county ordinance, sheriff was limited to appointing number of deputies allowed by county board, and employees were covered under county-wide insurance program and job classification system, paid bi-monthly as determined by county auditor on checks issued by county auditor, issued identification cards identifying them as employees of county, and given copy of county's personnel handbook). A key consideration in determining whether an entity is an employer is "the extent to which the entity is necessary to create an effective bargaining relationship." Cnty. of Will, 220 Ill. App. 3d at 65, quoting City of Rockford v. Ill. State Labor Relations Bd., 158 Ill. App. 3d 166, 173 (2nd Dist. 1987) (meaningful bargaining could not take place without the presence of the city for library's employees where city collected library taxes and was involved in library's budgetary process, library borrowed money from city, library and city participated in same pension program under which city was recognized as the employer, and library's board of trustees was appointed and removed by the mayor with the approval of city council).

In Am. Fed'n of State, Cnty., & Mun. Emps., Council 31, 216 Ill. 2d 569, the Court determined that the department of corrections was not a joint employer with a private vendor of health-care employees working in the department's facilities, although the department provided the private vendor with funding for the employee positions, and even though the contract between the department and the vendor required the department to participate in evaluations of employees, monitor the employees in terms of work performance, comply with department directives, and maintain medical records and time records. The Court found that the department had little meaningful control over the conditions and terms of employment of the private vendor's employees and no control or involvement in recruiting employees, hiring employees, or setting employees' wages. The Court noted that the department's involvement in evaluating the private vendor's employees was limited to signing the employees' evaluations after they were completed,

the purpose of which was to merely demonstrate that the private vendor was satisfying the terms of the contract between the department and the private vendor.

Furthermore, the Court noted that although the department could provide input into evaluations of employees, the input was not required to be incorporated into the formal evaluation and did not affect employees' wages. The Court also noted that although disciplinary issues could be raised by the department, the department had no authority to discipline employees. The Court further noted that although the department could make recommendations to the private vendor regarding the operational needs of the facility, it had no authority to approve or deny time-off requests. The Court found that the department's involvement in raising disciplinary issues and making recommendations regarding operational needs was "related to mere contractual compliance as opposed to control over the day-to-day direction of the [private vendor's] employees." *Id.* at 585.

In this case, the State of Illinois is not a joint employer with the County of the Mitigation Specialists. The evidence fails to show that the State of Illinois exerts significant control over the Mitigation Specialists. Although the County is required to file various reports with the State as part of the County's obligations under the grant agreement and is subject to audit by the State, the State's primary role in regard to the Mitigation Specialists is to distribute funding and provide oversight of the grant. Notably, the funds distributed by the State to the County for its Mitigation Program are federal, not state, funds. Additionally, the County also contributes funds to the Mitigation Program. In 2018, the County provided \$91,776 to the Mitigation Program, while the State distributed \$133,514 of federal funds to the County. Moreover, the County's agreement with the State for the Mitigation Program specifically provides that the County does not acquire any employment rights with the State by virtue of the agreement and the County will provide the agreed services "free from the direction or control of [the State] as to the means and methods of performance."

Furthermore, the evidence fails to show that the State shares or co-determines matters governing essential terms and conditions of employment for the Mitigation Specialists or that the State is necessary to create an effective bargaining relationship. Instead, the evidence establishes that the County has independent authority over nearly all negotiable aspects of the employment relationship with the Mitigation Specialists. Although, the State defines the duties of the Mitigation Specialists, and if the State does not approve of funding, the Mitigation Specialists may

be terminated, the evidence fails to show that the State plays any meaningful role in the hiring, firing, promoting, demoting, setting of work hours, discipline, day-to-day supervision, direction, or the setting of any other terms and conditions of the Mitigation Specialists. Moreover, the County independently hired the two Mitigation Specialists, and the parties stipulated that the Mitigation Specialists receive the same benefits as those offered to all other employees of the County including health insurance, County pension and disability benefits, holidays, vacation time, and sick time.

Additionally, the evidence shows that the County is solely responsible for the day-to-day supervision and direction of the Mitigation Specialists. The Mitigation Specialists report to Mitigation Specialist Supervisor Walsh, who also oversees two administrative assistants employed by the County. Walsh assigns work to the Mitigation Specialists, evaluates their performance, and recommends discipline if needed. Similar to Am. Fed'n of State, Cnty., & Mun. Emps., Council 31, 216 Ill. 2d 569, here although the County is required to submit budgets and progress reports to the State regarding the work of the Mitigation Specialists, the State's involvement is limited and related to ensuring compliance with the grant agreement between the State and the County as opposed to any control by the State over the day-to-day direction of the employees. Accordingly, the State of Illinois is not a joint employer with the County of the Mitigation Specialists.

B. Unit Appropriateness

The petitioned-for unit is an appropriate unit.

Section 9(b) of the Act states, in relevant part:

The Board shall decide in each case, in order to assure public employees the fullest freedom in exercising the rights guaranteed by this Act, a unit appropriate for the purpose of collective bargaining, based upon but not limited to such factors as: historical pattern of recognition; community of interest including employee skills and functions; degree of functional integration; interchangeability and contact among employees; fragmentation of employee groups; common supervision, wages, hours and other working conditions of the employees involved; and the desires of the employees. For purposes of this subsection, fragmentation shall not be the sole or predominant factor used by the Board in determining an appropriate bargaining unit.

“Section 9(b) of the Act does not require that a proposed unit be the most appropriate or the only appropriate unit.” City of Chicago v. Ill. Labor Relations Bd., Local Panel, 396 Ill. App. 3d 61 (1st Dist. 2009), citing Cnty. of Cook (Provident Hosp.) v. Ill. Labor Relations Bd., Local Panel,

369 Ill. App. 3d 112, 118 (1st Dist. 2006). “[I]t is well established that a position's separate funding source is not alone a sufficient basis on which to exclude a position from the unit.” Cnty. of McHenry & McHenry Cnty. Recorder of Deeds, 31 PERI ¶ 8 (IL LRB-SP 2014). The Board, the Illinois Educational Labor Relations Board, the National Labor Relations Board, and other public sector labor relations boards have determined that bargaining units are appropriate even where the employer funds certain employees' wages from a separate source. Id., citing Chicago Bd. of Educ., 18 PERI ¶ 1158 (IELRB 2002); N. Montana Health Care Ctr. v. Nat'l Labor Relations Bd., 178 F.3d 1089 (9th Cir. 1999); City of Grand Haven, 21 MPER ¶ 25 (MERC 2008); City of Cocoa Beach, 6 FPER ¶ 11206 (FPERC 1980). “The source of a position’s funding may be relevant to the appropriateness of a bargaining unit because the holders’ separately funded positions are dependent on an entity other than the common employer for the continuation of their employment.” Cnty. of McHenry, 31 PERI ¶ 8, citing Chicago Bd. of Educ., 18 PERI ¶ 1158. “However, it is only one factor that must be weighed with other factors to justify separate bargaining for separately funded employees.” Id.

In this case, the County contends that the petitioned-for unit is inappropriate because, unlike the Mitigation Specialists, the employees in the petitioned-for unit do not have the State as a joint employer and do not submit progress reports to the State nor are their positions funded by a State grant. However, as determined above, the evidence fails to establish that the State is a joint employer of the Mitigation Specialists. Further, contrary to the County’s contention, the separate funding stream for the Mitigation Specialist position does not by itself warrant the position's exclusion from the unit. See Cnty. of McHenry, 31 PERI ¶ 8. Moreover, as noted above, the County partially funds the Mitigation Specialist position.

Further, evidence concerning the Mitigation Specialists’ funding source does not demonstrate that the Mitigation Specialists share a distinct and identifiable community of interest separate from that of the employees in the petitioned-for unit. Rather, the evidence establishes that the Mitigation Specialists share a community of interest with the employees in the petitioned-for unit. The Mitigation Specialists’ duties are substantially similar to the duties performed by the administrative assistant IIIs who are included in the petitioned-for unit. The administrative assistant IIIs and the Mitigation Specialists both create mitigation reports for the Defender’s Office and perform the same duties except that the Mitigation Specialists are not assigned cases involving juveniles or multiple defendants. The Mitigation Specialists are also functionally integrated with

the employees in the petitioned-for unit because the Mitigation Specialists work in the same division as the administrative assistant IIIs who are included in the unit. Further, the administrative assistant IIIs and the Mitigation Specialists report to the same supervisor, who assigns them cases, evaluates their performance, and recommends their discipline if necessary. Additionally, the parties stipulated that the Mitigation Specialists receive the same benefits as offered to all other employees of the County including health insurance, pension benefits, disability benefits, holidays, vacation time, and sick time.

The Mitigation Specialists also desire to be included in the petitioned-for bargaining unit as the petition, in this case, is supported by a showing of majority interest. The historical pattern of recognition factor does not favor either party because the Mitigation Specialists have not previously been represented by a union. See City of Chicago, 396 Ill. App. 3d at 70. Additionally, the County has presented no argument, and the evidence does not show, that the addition of the Mitigation Specialists to the petitioned-for unit would cause fragmentation. On the whole, the Section 9(b) factors support a finding that the petitioned-for unit is appropriate.

V. CONCLUSIONS OF LAW

The State of Illinois is not a joint employer with the County of the Mitigations Specialists. The petitioned-for unit is appropriate.

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: The following position is to be included in the existing bargaining unit certified by the Board in Case No. S-RC-90-087: Mitigation Specialist employed by the County of Cook (Cook County Public Defender).

EXCLUDED: All supervisory, managerial, and confidential employees as defined by 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 19th day of September, 2019

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

/S/ Michelle N. Owen

**Michelle N. Owen
Administrative Law Judge**