STATE OF ILLINOIS
ILLINOIS LABOR RELATIONS BOARD
STATE PANEL

Oak Lawn Professional Firefighters, Local 3405, IAFF,	)		
Petitioner and Labor Organization,	)	Case Nos.	S-UC-15-093
	)		S-UC-15-096
and	)		
Village of Oak Lawn,	)		
Employer and Petitioner,	)		

ORDER

On December 21, 2015, 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 February 9, 2016 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the parties have waived their exceptions to the Administrative Law Judge's Recommended Decision and Order, and this non-precedential Recommended Decision and Order is final and binding on the parties to this proceeding.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 9th day of February 2016.

STATE OF ILLINOIS
ILLINOIS LABOR RELATIONS BOARD
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Kathryn Zeledon Nelson
General Counsel

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Oak Lawn Professional Firefighters Union, Local 3405, IAFF,	)	
Petitioner and Labor Organization,	)	Case Nos. S-UC-15-093
and	)	S-UC-15-096
Village of Oak Lawn,	)	
Petitioner and Employer	)	

ADMINISTRATIVE LAW JUDGE'S RECOMMENDED DECISION AND ORDER

On January 16, 2015, the Oak Lawn Professional Firefighters, Local 3405, IAFF (Association or Union) filed a petition for unit clarification seeking to merge two units that it claims to represent separately. The first unit described by the Union (Unit 1) includes all fire department employees of the rank of firefighter, engineer, and lieutenant. The second unit (Unit 2) includes fire department employees in the ranks of division chief, shift commander, fire captain, chief arson investigator, fire prevention lieutenant, training officer, and any administrative rank. On February 9, 2015, the Village of Oak Lawn (Village or Employer) objected to the Union's petition on the grounds that it was procedurally inappropriate.

On January 23, 2015, the Employer filed its own unit clarification petition in Case No. S-UC-15-096, seeking to remove the titles Assistant Chief and Battalion Chief from Unit 2 on the grounds that they are supervisors within the meaning of Section 3(r) of the Illinois Public Labor Relations Act (Act), as amended. 5 ILCS 315/3(r).

ALJ Deena Sanceda consolidated the cases and then bifurcated the proceedings at the request of the parties to address the following legal issues: (1) whether a unit clarification petition is the appropriate procedure for combining two existing bargaining units; and (2) whether the combined unit is a historical unit. Pursuant to the ALJ's instructions, the parties filed a Joint Statement of Issues and Uncontested Facts. In addition, the Union filed a brief addressing the historical nature of the proposed combined unit; the Employer filed a brief addressing the propriety of the unit clarification petition and the historical nature of the proposed combined unit; and both parties filed response briefs.

The consolidated cases were administratively reassigned to the undersigned.

I. Preliminary Findings

The parties stipulate and I find:

1. The Village is a public employer within the meaning of Section 3(o) of the Act.
2. The Village is subject to the jurisdiction of the State Panel of the Board, pursuant to Section 5(a-5) of the Act.
3. The Village is a unit of local government subject to the Act, pursuant to Section 20(b) of the Act.
4. The Oak Lawn Professional Fire Fighters Association ("Association") is a labor organization within the meaning of Section 3(i) of the Act.
5. Local 3405 is a labor organization within the meaning of Section 3(i) of the Act.
6. From at least November 6, 1981 until January 1, 1987, the Association was the exclusive representative of one historical bargaining unit of public employees employed by the Village, as described below:

   > All uniformed employees of the Fire Department in the ranks of Firefighter, Paramedic, Lieutenant/Shift Commander, Captain, Deputy Fire Chief, and other administrative ranks, excluding the Fire Chief.

7. After January 1, 1987, the Association was the exclusive bargaining representative of two historical bargaining units of public employees employed by the Village, as described below:

   > Unit 1 – All Fire Department employees of the rank of firefighter, engineer and lieutenant, but excluding lieutenant/shift commander, all employees above the rank of lieutenant, fire chief, deputy fire chief, captains and other employees of the Village of Oak Lawn.
   >
   > Unit 2 a/k/a Officers Committee – Fire Department employees in the ranks of Division Chief, Shift Commander, Fire Captain, Chief Arson Investigator, Fire Prevention Lieutenant, Training Officer, and any administrative ranks and excluding the Fire Chief.

8. In November 1981, the parties entered into a collective bargaining agreement covering all employees represented by the Association. (Exhibit 1).
9. In June 1982, the parties entered into a successor collective bargaining agreement covering all employees represented by the Association. (Exhibit 2).

10. On January 15, 1992, the Association became affiliated with the International Association of Fire Fighters, and Local 3405 was certified by the Board as the exclusive representative of the two historical bargaining units, Unit 1 and Unit 2, docketed as Case No. S-AC-92-1. (Exhibit 3). This is the only certification by the Board involving the ranks at issue herein.
11. In 1992, the parties entered into their first separate contracts.
12. The Village has continuously bargained with the employees in the single historical bargaining unit and the two historical bargaining units since at least 1981.
13. The employees in the single historical bargaining unit and the two historical bargaining units have been continuously represented by the same exclusive bargaining representative since at least 1981. As noted previously, the Association affiliated with Local 3405 in 1992.
14. The employees in the single historical bargaining unit and the two historical bargaining units have been continuously covered by collective bargaining agreements between the Village and the Association, and later Local 3405, since at least 1981.
15. Exhibit 4 is a copy of the parties' current collective bargaining agreement between the Village and Unit 1 (Firefighter Unit).
16. Exhibit 5 is a copy of the parties' current collective bargaining agreement between the Village and Unit 2 (Officer Unit).
17. Historically, the parties have maintained the same bargaining committee for the negotiation of both contracts. After 1992, when the Parties negotiated separate agreements, the Parties bargain both contracts concurrently in the same bargaining sessions, with some exceptions. One such exception is the Parties' current negotiations, where the Village, after the filing of the two unit clarification petitions which are the subject matter of this proceeding, appointed separate bargaining committees. The Union continues to maintain a single bargaining committee, consisting of ranks from both units, for both contracts. The Parties executed a single set of ground rules for the current negotiations without waiver of either party's position as to whether there is a single or separate bargaining units. Exhibit 6 is a copy of the ground rules.
18. The parties have filed the following petitions, briefs, and communications, which may

be referenced by either party in support of its respective positions on the identified issues.

- On January 16, 2015, Local 3405 filed a Unit Clarification petition with the Board, docketed as Case No. S-UC-15-093 ("Union's Petition").
- On January 23, 2015, the Village filed a Unit Clarification petition with the Board, docketed as Case No. S-UC-15-096 ("Village's Petition").
- On February 9, 2015, the Village filed its Objections to the Union's Petition.
- On February 10, 2015, the Union sent correspondence to the Village and ALJ Sanceda regarding the Union's Petition and the Village's Petition.
- On February 13, 2015, the Village responded to the Union's February 10, 2015 correspondence.
- On February 17, 2015, Local 3405 filed its Objections to the Village's Petition.
- On February 27, 2015, the Village sent correspondence to the Union and ALJ Sanceda regarding the Union's Petition and the Village's Petition.
- On March 9, 2015, ALJ Sanceda issued an Order to Show Cause.
- On March 16, 2015, Local 3405 filed its Response to the Order to Show Cause.
- On April 19, 2015, ALJ Sanceda issued an Interim Order, consolidating Case Nos. S-UC-15-093 and S-UC-15-096 for hearing.
- On April 27, 2015, ALJ Sanceda identified the issues for hearing and requested certain information.
- On May 25, 2015, ALJ Sanceda issued an Order Scheduling a Hearing.
- On May 28, 2015, Local 3405 filed a Motion to Compel Ruling on Order to Show Cause and Request for Clarification ("Motion to Compel").
- On May 29, 2015, the Village filed its response to Local 3405's Motion to compel.
- On June 4, 2015, Local 3405 responded to the ALJ's April 27, 2015 request for information.
- On June 8, 2015, Local 3405 sent correspondence to the Village and ALJ

Sanceda regarding Local 3405's June 4, 2015 response.

- On June 9, 2015, the Village filed a response to the Union's June 4, 2015 correspondence.
- On June 10, 2015, the Union requested clarification of the Village's June 9, 2015 response.
- On June 10, 2015, the Village responded to the Union's June 10, 2015 request for clarification.
- On June 12, 2015, the parties filed a Joint Request to Bifurcate the Proceedings and Cancel June 24, 2015 Hearing Date ("Joint Request").
- On June 16, 2015, the Union sent correspondence to the Village and ALJ Sanceda regarding the Joint Request.
- On June 16, 2015, ALJ Sanceda issued an Interim Order granting the Parties' Joint Request, cancelling the scheduled hearing date and corresponding pre-hearing memoranda due date, and setting forth a briefing schedule.

19. The parties have been parties to a series of proceedings, which have resulted in final and binding factual findings and legal determinations. The Parties agree that those factual findings and legal determinations are binding on the parties and can be referenced in their briefs.
20. Neither party waives any right to argue that a particular stipulation is irrelevant to the legal questions presented.

II. Issues and Contentions

The issues set forth by ALJ Sanceda's Third Interim Order are (1) whether a unit clarification petition is the appropriate procedure for combining two existing bargaining units and (2) whether the combined unit is an historical unit.[1]

The Union asserts that its petition is a procedurally appropriate means to combine two units where it has continuously represented both units' members and historically represented them in a single unit. The Union acknowledges that its petition does not fall within the six grounds for unit clarification, recently articulated by the Board. However, it observes that the

[1] The discussion below does not track these issues because the Union in fact represents only one unit under Board case law.

Board may expand the use of unit clarification procedures pursuant to Appellate Court case law and argues that such expansion is warranted here. It reasons that ALJs have granted unit clarification petitions under similar circumstances and have expressly found representation petitions to be an inappropriate vehicle for combining separate units represented by the same union.

Further, the Union asserts that the proposed combined unit is an historical unit under Section 9(b) of the Act because the employees at issue established representation rights in a single, historical unit. In turn, it argues that the combination of alleged supervisors and non-supervisors in the proposed unit is permissible because the Act allows the continuance of such preexisting combined units. The Union denies that it waived or relinquished the right to represent a combined historical unit by agreeing to its division in 1987 and by executing separate contracts for officers and lower-ranked employees, starting in 1992. Finally, it asserts that the Board's Amended Certification of 1992 does not impact the Union's right to represent a combined unit because it simply memorialized the Union's affiliation with Local 3405.

The Employer argues that the express language of the Act forecloses the use of a unit clarification petition in this case because it states that the Board may change the representation patterns of historically represented employees only where the majority of the employees desire it. The Employer observes that the Union's petition to combine units proposes such a change because the parties established a 28-year pattern of bargaining separately over the two groups' terms and conditions of employment. In turn, the Employer emphasizes that the unit clarification procedure is inappropriate since it provides no mechanism for ascertaining employees' wishes regarding that proposed change. In addition, the Employer claims that an election is the only proper mechanism by which to merge these two units.

The Employer further argues that the proposed combined unit is not an historical unit because the Employer never established a pattern of bargaining with a single group and instead bargained with two separate groups that each had different bargaining agents. In the alternative, the Employer argues that the Union waived or relinquished its right to represent a combined unit by agreeing to its division and maintaining separate representation of two employee groups for 28 years. The Employer concludes that reuniting these two groups would defeat the policies underlying the Act by creating instability in labor relations and undermining historical patterns of bargaining.

III. Discussion and Analysis

The Union's unit clarification petition seeking to merge two units is dismissed because the Union represents only a single unit.

1. Appropriateness of the Union's Unit Clarification Petition

It is unnecessary to determine whether the Union's unit clarification petition is a procedurally appropriate means to combine two units because the Union represents only one unit. As discussed below, that unit is a combined unit of firefighter supervisors and non-supervisors because the Employer historically recognized the Union as its representative and the Board never severed the historical unit.

2. The Employer Recognized the Union as the Exclusive Representative of One Historical Unit

The Employer recognized the Union as the exclusive representative of a combined unit of firefighter supervisors and non-supervisors as of January 1, 1986, the effective date of the peace officer and firefighter amendments of 1985.

Section 9(b) of the Act provides two ways in which an Employer may recognize a union as the exclusive representative of a historical unit: formal recognition and de facto recognition.[2] 5 ILCS 315/9(b). Formal recognition occurs when an employer expressly admits that it has recognized a labor organization as the exclusive representative of a specified group of employees. Vill. of Worth, 2 PERI ¶ 2045 (IL SLRB 1986); City of Chicago, 2 PERI ¶ 3004 (IL LLRB 1986). De facto recognition occurs when an employer, by its conduct, *impliedly* recognizes the labor organization as an exclusive representative of the employees in a specified unit. Vill. of Worth, 2 PERI ¶ 2045.

The existence of a historical unit is determined by dealings between the Union and the Employer that occurred prior to January 1, 1986, the effective date of the peace officer and

[2] It provides that, "in cases involving an historical pattern of recognition, and in cases where the employer has recognized the union as the sole and exclusive bargaining agent for a specified existing unit, the Board shall find the employees in the unit then represented by the union pursuant to the recognition to be the appropriate unit." 5 ILCS 315/9(b).

firefighter amendments of 1985. Vill. of Maywood, 4 PERI ¶ 2014 (IL SLRB 1988). Evidence of the parties' dealings after the effective date of the amendatory Act is of no value in determining whether the Employer recognized an historical unit. Vill. of Maywood, 4 PERI ¶ 2014.

Here, the parties' stipulation mandates a finding that the Employer recognized the Union as the exclusive bargaining representative of a single historical unit as of January 1, 1986, the effective date of the Act's firefighter amendments. The parties agree that the Union represented "one historical unit" "from at least November 6, 1981 until January 1, 1987" that included "[a]ll uniformed employees of the Fire Department in the ranks of Firefighter, Paramedic, Lieutenant/Shift Commander, Captain, Deputy Fire Chief, and other administrative ranks, excluding the Fire Chief." By this stipulation, the parties necessarily also agree that the Union represented that single historical unit as of January 1, 1986. Therefore, the Employer cannot deny that it historically recognized the Union as the exclusive representative of that combined historical unit because it unambiguously admitted that the Union was its exclusive representative as of January 1, 1986. State of Ill., Dep't of Cent. Mgmt. Servs. (Dep't of Transportation), 28 PERI ¶ 20 (IL LRB-SP 2011)(the Board applies a general policy of binding parties to their stipulations); Vill. of Bensenville, 20 PERI ¶ 12 (IL LRB-SP 2003).

Thus, the Employer recognized the Union as the exclusive representative of one historical unit.

3. The Historical Unit is the Existing Unit

The historical unit recognized by the Employer is the same unit in existence today because the Board never severed that unit.

It is well established that the Board has the exclusive and affirmative duty to resolve questions concerning representation and to closely regulate and oversee the process by which employee representatives are designated, removed, and replaced. Cnty. of Boone and Sheriff of Boone Cnty., 19 PERI ¶ 74 (IL LRB-SP 2003); Cnty. of Woodford, 14 PERI ¶2015 (IL SLRB 1998). The Board has extended this obligation to amendments or changes to a bargaining unit. Cnty. of Boone and Sheriff of Boone Cnty., 19 PERI ¶ 74; Chief Judge of the 13th Judicial Circuit, 15 PERI ¶2006 (IL SLRB 1999). Parties may not create a new bargaining relationship without the explicit approval of the Board and may not add positions to a unit without the

Board's approval. Chief Judge of the 13th Judicial Circuit, 15 PERI ¶2006; Chicago Transit Auth., 17 PERI ¶3003 (IL LRB-LP 2000); City of Chicago, 16 PERI ¶3016 (IL LRB-LP 2000).

Similarly, the Board has the exclusive and affirmative duty to determine the appropriateness of a unit for the purposes of collective bargaining.[3] 5 ILCS 315/9(b). The Board cannot abdicate that exclusive statutory role in determining the appropriateness of bargaining units, even when the parties stipulate to the proposed change. 80 Ill. Admin. Code 1210.175(c) ("[T]he Board shall approve or disapprove the unit clarification depending upon whether the amendment or clarification is consistent with the Act."); Cnty. of Cook, 7 PERI ¶ 3019 (IL LLRB 1991)(declining to accept parties' stipulation to limit unit appropriateness inquiry).

In this case, the Board never approved severance of the Officer's Committee employees from the historical unit because the parties never requested severance. The parties never filed any representation petition or unit clarification petition to that end. Indeed, the only petition filed by either party was the Union's petition to amend certification in Case No. S-AC-92-1 (AC Petition), which simply sought to formalize the Union's affiliation with the International Association of Fire Fighters.

The Board-issued amended certification in that case does not demonstrate that the Board approved severance of the historical unit because the Union's underlying petition could not have achieved that end. The Employer correctly observes that the Board's certification lists the Union as the representative of two separate units, whereas the Union historically represented a single unit. However, parties cannot use AC petitions to change the established composition of units absent errors in the original certification, and the Board's certification in S-AC-92-1 should therefore not be construed as having made a change that the Board would not have granted. 80 Ill. Admin. Code 1210.180(a)[4]; State of Ill., Dep't of Cent. Mgmt. Servs., 25 PERI ¶ 54 (IL LRB-SP 2006)(union could not use amended certification petition to move employees from a

[3] The Act provides an exception to the application of the unit appropriateness factors in cases "involving an historical pattern of recognition and in cases where the employer has recognized the union as the sole an exclusive bargaining agent for a specified existing unit." 5 ILCS 315/9(b). That exception does not apply when parties seek to change the composition of historical units.

[4] The rule provides the following: "An exclusive representative shall file a petition with the Board to amend its certification whenever there is a change in its name or structure. An employer or exclusive representative shall file a petition to amend a unit certification whenever there is a change in the employer's structure or when the certification incorrectly identifies the bargaining unit or contains any other errors." 80 Ill. Admin. Code 1210.180(a).

certified, combined unit of professional and nonprofessional employees into two separate existing units). Accordingly, the Board did not effect a discretionary change to the historical unit's composition and instead adopted the Union's proffered unit description in a ministerial capacity, to provide context to the Union's change in affiliation. State of Ill., Dep't of Cent. Mgmt. Servs., 25 PERI ¶ 54; City of Chicago, 16 PERI ¶3016 (noting that changes to unit composition must be made through an appropriate petition).

Contrary to the Employer's anticipated contention, the Union's 1992 AC Petition also cannot be construed as request to "fix" the original certification to reflect two historical units. First, the Board never issued an original certification that would require correction because the unit is historical. Furthermore, the Union did not file its petition to seek approval of a change in unit composition and instead filed for the express and limited purpose of changing its affiliation. State of Ill., Dep't of Central Mgmt. Servs., 25 PERI ¶ 54 (AC petitions may be used to fix errors in the original certification). Indeed, there is no indication that the Union even informed the Board that its proffered unit description represented a change from the historical one.

Next, as noted above, the parties' agreement to sever the unit has no impact on the historical unit's composition where the Board never expressly approved the change. Likewise, the parties' stipulation in this case as to the existence of two separate units similarly fails to alter the historical unit's composition, absent Board approval. Cnty. of Boone and Sheriff of Boone Cnty., 19 PERI ¶ 74; Chief Judge of the 13th Judicial Circuit, 15 PERI ¶ 2006; cf. City of Springfield, 15 PERI ¶ 2036 (IL SLRB 1999).

Contrary to the Employer's contention, the Board's decision in City of Springfield does not warrant a different result. First, it should not be read to upset the principles set forth above because such an interpretation would erode the Board's well-established obligation to control the representation process and would wreak havoc on a tightly regulated and statutorily mandated administrative scheme. 5 ILCS 315/9(b); 80 Ill. Admin. Code 1210.175(c); see also Cnty. of Boone and Sheriff of Boone Cnty., 19 PERI ¶ 74; Chief Judge of the 13th Judicial Circuit, 15 PERI ¶ 2006; Chicago Transit Auth., 17 PERI ¶3003; City of Chicago, 16 PERI ¶ 3016; Cnty. of Woodford, 14 PERI ¶ 2015. As the Employer accurately notes, the Board in that case effectively honored an agreement between a union and an employer to exclude lieutenants from the unit, even though there was no Board certification that memorialized it. City of Springfield, 15 PERI ¶ 2036. In turn, it dismissed a new union's petition to represent the lieutenants on the grounds

that the lieutenants had relinquished their historical right to bargain by agreeing to go without representation for seven years.[5] City of Springfield, 15 PERI ¶ 2036. However, any extension of the Board's reasoning in City of Springfield would encourage parties to enter into their own representation agreements while placing a heavy administrative burden on the Board of ascertaining their effect and validity after the parties have engaged in bargaining. Moreover, it would require the Board to reconcile competing agreements and resolve questions concerning representation before asserting its remedial authority in unfair labor practice cases. In sum, the Board would risk labor instability on a broad scale by replacing a bright-line test upon which parties have relied for decades with a murky patchwork of case law for the negligible benefit of maintaining stability between the parties in this case. Vill. of Midlothian, 29 PERI ¶ 125 (IL LRB-SP 2013) (Board was reluctant to overturn 10-year-old precedent that impacted numerous collective bargaining relationships); see cases supra.

Second, even if the Board in this case could reconcile the City of Springfield decision with its exclusive obligation to control the representation process, the reasoning in City of Springfield would not apply. The right relinquished by the lieutenants in City of Springfield was different than the right implicated in this case, and the Board's reasoning in City of Springfield demonstrates that this distinction controls. The petition in City of Springfield turned on the employees' right to representation whereas the petitions in this case turn on the union's right to represent an appropriate, combined unit of supervisors and non-supervisors.[6] City of Springfield, 15 PERI ¶ 2036. Furthermore, the Springfield Board's contrasting analysis of the employees' historical right to bargain and the appropriateness of the proposed unit shows that the Employer here cannot apply the analysis of one to the other. Id.

In City of Springfield, the Board considered post-1986 bargaining patterns relevant to determining whether lieutenants' retained their historical right to bargain, but found those same patterns irrelevant to determining whether the proposed unit was appropriate. It relied heavily on the lieutenants' 1992 decision to eschew representation in finding that they relinquished their

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[5] The Board observed that the parties to the agreement had not sought Board certification of it, but the Board did not expressly reconcile its decision with the principles discussed above. City of Springfield, 15 PERI ¶ 2036 (IL SLRB 1999).

[6] There is no question that the Union here continuously represented all employees at issue from 1981 to the present and that none of them went without representation during that time. Cf. City of Springfield, 15 PERI ¶ 2036 (parties agreed to remove lieutenants from the unit and lieutenants went without representation for seven years).

historical right to representation. Id. (rejecting FOP's assertion that the "sole question [was] whether the lieutenants were part of a bargaining unit on the effective date"). Conversely, the Board rejected the union's reliance on the lieutenants' post-1986 separation from the combined unit to demonstrate that a separate unit of lieutenants was an appropriate unit for collective bargaining. Id. (relying on composition of unit as it existed on January 1, 1986 to determine unit appropriateness). Had the Board intended to use the same analysis for both issues, as the Employer attempts to do here, it would not have resolved them using diametrically opposed approaches to the parties' post-amendment bargaining conduct. Thus, the Employer in this case cannot apply the Board's analysis regarding the relinquishment of bargaining rights to the Union's right to represent an appropriate, combined unit of supervisors and non-supervisors.

In turn, the Board's analysis in City of Springfield demonstrates that the Union could not have relinquished its right to represent an appropriate combined unit when it agreed to the unit's division in 1987. The Board emphasized that the appropriateness of a unit under Sections 3(s)(1) and 9(b) of the Act is determined by the unit's composition as of January 1, 1986, and that the parties' bargaining conduct after that date is irrelevant to determining the appropriateness of a historical unit. City of Springfield, 15 PERI ¶ 2036 citing City of Chillicothe, 165 Ill. App. 3d 217 (3rd Dist. 1988); City of Litchfield, 6 PERI ¶ 2022 (IL SLRB 1990); City of Chicago (Department of Police), 13 PERI ¶ 3001 (IL LLRB 1996). Here, the combined unit is a historical one, and the Union's post-1986 practice of executing separate contracts for supervisors and non-supervisors therefore does not render that unit inappropriate. By extension, the Union did not relinquish its right to represent a combined unit by representing officers and lower-ranked employees separately for the past 28 years. Id. (declining to extend historical protection to separate unit of lieutenants where historical unit included lieutenants, officers, and sergeants).

Thus, the Union represents a single, historical unit and the unit clarification petition seeking to combine two units is inapposite and therefore dismissed.[7]

[7] Pursuant to ALJ Sanceda's Third Interim Order, this RDO does not address the Employer's petition. However, the decision here is binding on the outcome of the Employer's petition and the two petitions therefore remain consolidated.

IV. Conclusions of Law

1. The Union's unit clarification petition in Case No. S-UC-15-093, which seeks to merge two units, is dismissed because the Union represents only one unit.
2. The unit represented by the Union is an historical unit that includes all uniformed employees represented by the Union in the Employer's fire department, as stated below:
    a. All uniformed employees of the Fire Department in the ranks of Firefighter, Paramedic, Lieutenant/Shift Commander, Captain, Deputy Fire Chief, and other administrative ranks, excluding the Fire Chief.

V. Recommended Order

The Union's unit clarification petition in Case No. S-UC-15-093 is dismissed.

VI. Exceptions

Pursuant to Section 1200.135 of the Board's Rules and Regulations, 80 Ill. Admin. Code Parts 1200-1300, 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, if at all, with the Board's General Counsel, Kathryn Zeledon Nelson, at 160 North LaSalle Street, Suite S-400, Chicago, Illinois 60601-3103. Exceptions, responses, cross-exceptions, and cross-responses will not be accepted in 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 21st day of December, 2015

STATE OF ILLINOIS
ILLINOIS LABOR RELATIONS BOARD
STATE PANEL

/S/ *Anna Hamburg-Gal*

Anna Hamburg-Gal
Administrative Law Judge