# STATE OF ILLINOIS
# EDUCATIONAL LABOR RELATIONS BOARD

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| Christopher Bean,<br><br>Charging Party<br><br>and<br><br>Service Employees Int'l Union, Local 73,<br><br>Respondent | ) | Case No. 2021-CB-0005-C |

## OPINION AND ORDER

### I. Statement of the Case

On February 4, 2021, Christopher Bean (Bean or Charging Party) filed an unfair labor practice charge with the Illinois Educational Labor Relations Board (Board or IELRB) alleging that Service Employees International Union, Local 73 (Respondent or Union) violated the Illinois Educational Labor Relations Act (Act or IELRA), 115 ILCS 5/1 *et seq.* On March 24, 2022, the IELRB's Executive Director issued a Recommended Decision and Order (EDRDO) dismissing the charge in its entirety. Bean filed timely exceptions to the EDRDO.[1] The Union did not file a response to Bean's exceptions. For the reasons discussed below, we affirm the dismissal of the charge.

### II. Factual Background

We adopt the facts as set forth in the underlying EDRDO. Because the EDRDO comprehensively set forth the factual background for the case, we will not repeat the facts herein.

1 Exceptions to an EDRDO must be filed not later than 14 days after service thereof. 80 Ill. Adm. Code 1120.30(c). Here, the EDRDO was sent to Bean by first-class mail on March 24, 2022. Whenever a time period begins running upon the service of notice or other document upon a party, and service is effected by first class mail, three days shall be added to the prescribed period. 80 Ill. Adm. Code 1100.30(c). If the last day of the period so computed falls on a Saturday, Sunday or legal holiday, the time period shall be automatically extended to the next day that is not a Saturday, Sunday or legal holiday. *Id.* Bean had until April 11, 2022, to file timely exceptions to the EDRDO. The IELRB did not receive Bean's exceptions until April 11, yet they are considered filed April 8 because they were sent by certified mail postmarked April 8. Documents sent by certified or registered mail shall be considered to have been filed on the date on which they are postmarked. 80 Ill. Adm. Code 1100.20(a).

## III. Discussion

The Executive Director determined that the portion of the charge alleging that the Union violated the Act by its actions or inactions surrounding the February 11, 2020 termination of Bean's employment, such as failing to file a termination grievance or call witnesses during the February 5 disciplinary meeting, which Bean contended in his charge violated the Act, was conduct he knew of more than six months prior to filing the charge, rendering those portions of the charge untimely. The Executive Director deemed Bean's allegation that the Union violated the Act by its refusal to arbitrate his suspension grievance timely, as Bean learned of the Union's final decision in October 2020, which was less than six months before he filed the charge. Similarly, the Executive Director found Bean's allegation that the Union's refusal to represent him before the Merit Board violated the Act to be timely. Despite this, the allegations were without merit and were accordingly dismissed.

Bean filed the instant charge on February 4, 2021. Any unlawful conduct he knew or should have known about before August 4, 2020, six months prior to its filing, cannot be the subject of a timely charge. 115 ILCS 5/15. To that end, the Executive Director correctly determined that Bean's allegations that the Union violated the Act by its representation of him at the February 5, 2020 disciplinary meeting or its failing to file a termination grievance in February 2020 were untimely.

As to the timely portion of the charge, Bean submits nothing in his exceptions to warrant overturning the EDRDO. Section 14(b)(1) of the IELRA prohibits labor organizations or their agents from "[r]estraining or coercing employees in the exercise of the rights guaranteed under this Act, provided that a labor organization or its agents shall commit an unfair labor practice under this paragraph in duty of fair representation cases only by intentional misconduct in representing employees under this Act." In duty of fair representation cases, a two-part standard is used to determine whether a union has committed intentional misconduct within the meaning of Section 14(b)(1). Under that test, the charging party must first establish that the union's conduct was intentional and directed at him. Second, he must establish that the union's intentional action occurred because of and in retaliation for his past actions, or because of his status (such as his or her race, gender, or national origin), or because of animosity between him and the union's

representatives (such as that based on personal conflict or charging party's dissident union support). *Metropolitan Alliance of Police v. Illinois Labor Relations Board, Local Panel*, 345 Ill. App. 3d 579, 803 N.E.2d 119 (1st Dist. 2003).

In this case, Bean has failed to submit any evidence of intentional misconduct on the part of the Union. Instead, the evidence indicates that the Union decided not to arbitrate his suspension grievance because it did not believe it would prevail based on Bean's admission that he thew a plastic knife toward a supervisor. Even if the Union was incorrect in its assessment, negligence on the part of the Union does not amount to an unfair labor practice because the Union acted based on its good faith assessment of the merits of the claim. *NEA, IEA, Rock Island Education Ass'n (Adams)*, 10 PERI 1045, Case No. 93-CB-0025-C (IELRB Opinion and Order, February 28, 1994). The Union's decision not to pursue the grievance does not establish intentional misconduct because the Union has discretion in deciding how far to pursue employees' complaints. *Jones v. IELRB*, 272 Ill. App. 3d 612, 650 N.E.2d 1092 (1st Dist. 1995). The Union has a wide range of discretion in representing the bargaining unit and its members and its failure to take all the steps it might have taken to achieve the results by a particular member does not violate the Act, unless the union's conduct appears to have been motivated by vindictiveness, discrimination, or enmity. *Id*. There is no evidence indicating the Union was so motivated regarding its refusal to arbitrate Bean's suspension grievance. The same is true of the Union's refusal to represent him before the Merit Board. In an October 21, 2020 email to Bean, the Union's representative indicated he would not be representing Bean at the Merit Board hearing because it was not within the Union's jurisdiction. Again, even if the Union was incorrect in this assessment, negligence on the part of the Union does not amount to an unfair labor practice. *Adams*, 10 PERI 1045.

## IV. Order

For the reasons discussed above, IT IS HEREBY ORDERED that the Executive Director's Recommended Decision and Order is affirmed.

## V. Right to Appeal

This is a final order of the Illinois Educational Labor Relations Board. Aggrieved parties may seek judicial review of this Order in accordance with the provisions of the Administrative Review Law, except that, pursuant to Section 16(a) of the Act, such review must be taken directly to the Appellate Court of the judicial district in which the IELRB maintains an office (Chicago or Springfield). Petitions for review of this Order must be filed within 35 days from the date that the Order issued, which is set forth below. 115 ILCS 5/16(a). The IELRB does not have a rule requiring any motion or request for reconsideration.

Decided: **June 15, 2022**
Issued: **June 15, 2022**

/s/ Lara D. Shayne
Lara D. Shayne, Chairman

/s/ Steve Grossman
Steve Grossman, Member

/s/ Chad D. Hays
Chad D. Hays, Member

/s/ Michelle Ishmael
Michelle Ishmael, Member

/s/ Gilbert F. O'Brien
Gilbert F. O'Brien, Member

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| Christopher Bean,<br><br>Charging Party<br><br>and<br><br>Service Employees Int'l Union, Local 73,<br><br>Respondent | ) | Case No. 2021-CB-0005-C |

## EXECUTIVE DIRECTOR'S RECOMMENDED DECISION AND ORDER

## I. THE UNFAIR LABOR PRACTICE CHARGE

On February 4, 2021, Charging Party, Christopher Bean, filed an unfair labor practice charge with the Illinois Educational Labor Relations Board (IELRB or Board) in the above-captioned case, alleging Respondent, Service Employees International Union, Local 73 (Local 73 or Union), violated Section 14(b) of the Illinois Educational Labor Relations Act (Act), 115 ILCS 5/1, *et seq.* After an investigation conducted in accordance with Section 15 of the Act, the Executive Director issues this dismissal for the reasons set forth below.

## II. INVESTIGATORY FACTS

### A. Jurisdictional Facts

At all times material, Bean was an educational employee within the meaning of Section 2(b) of the Act, employed by the University of Illinois, Chicago (University), in the job title or classification of Food Service Sanitation Laborer, in its hospital system. Respondent Union is a labor organization within the meaning of Section 2(c) of the Act, and at all times material, was the exclusive representative within the meaning of Section 2(d) of the Act, of a bargaining unit comprised of certain of the University's employees, including those in the title or classification of Food Service Sanitation Laborer. At all times relevant, Bean was a member of Local 73's bargaining unit. The University is an educational employer within the meaning of Section 2(a) of the Act and subject to the jurisdiction of the Board. The Union and University are parties

to a collective bargaining agreement (CBA) which provides for a grievance procedure culminating in arbitration, for the bargaining unit to which Bean belongs.

**B. Facts relevant to the unfair labor practice charge**

The University hired Bean on or about June 11, 2012. On December 18, 2018, Bean's supervisor, Lilian Villalon, asked him to wait on taking a patient's tray of food to first allow her to add carrots to it. Bean responded by telling her she was full of shit. The next day, December 19, 2018, another supervisor, Mary Niewinski, directed Bean to be more careful in the manner in which he placed utensils on the patients' trays. Bean had been placing the utensils on the trays upside-down, something Niewinski had discussed with him and corrected on previous occasions. Bean responded by becoming very irate, loudly yelling Niewinski was picking on him. Niewinski ignored Bean's outburst and continued examining the trays, while Bean continued yelling, proclaiming he was not going to change the way in which he worked and Niewinski could take care of the trays herself. Niewinski discovered a dirty plastic knife on a tray and asked Bean for a clean one, which he threw at her, while he continued loudly ranting. Eventually, a co-worker led Bean away from Niewinski and the work area.

The next day, December 20, 2018, the University placed Bean on administrative leave with pay effective immediately, pending an investigation into his workplace conduct on December 18 and 19, 2018. On February 22, 2019, the University scheduled a pre-disciplinary meeting for March 6, 2019, with regard to Bean's workplace conduct on December 18 and 19, 2018. Frank Klein, a Union representative, attempted to reach Bean by telephone, but was unsuccessful. Klein then emailed Bean, requesting he contact him as soon as possible. Thereafter, Bean and Klein attended the March 6 pre-disciplinary meeting. The following day, March 7, 2019, the University issued Bean a 30-day suspension for violating a number of University policies by his December 18 and 19, 2018 workplace conduct, including those prohibiting violence in the workplace, insubordination, profanity in the workplace, insolence towards supervisors and co-workers, and the creation of a hostile and unsafe workplace. Bean served the suspension from March 11 to April 10, 2019.

The Union, on Bean's behalf, filed a grievance, GV190133, on March 18, 2019, contending the discipline issued Bean on March 7 was excessive and not in accordance with the principles of progressive

discipline. Therein, the Union additionally offered to withdraw the grievance if the University reduced Bean's punishment from a 30-day suspension without pay to a five-day suspension without pay. The University declined the Union's offer and denied the grievance at the first, second, and third steps of the CBA's grievance process. When the University denied the grievance at the third step on September 16, 2019, the Union moved the grievance to the arbitral step the next day.

On October 22, 2019, the Union conducted a pre-arbitration meeting with Bean to examine the merits of the grievance in detail. During the meeting, Bean denied saying Villalon was full of shit, but a co-worker, Andre Washington, was prepared to testify he had indeed said that to Villalon. Bean asserted he and Washington did not get along, and that was the basis for what he claimed was Washington's false testimony. However, Bean admitted he threw a plastic knife towards Niewinski. After considering Bean's claim in detail, the Union eventually concluded it would likely not prevail at arbitration. On November 22, 2019, it notified Bean it would not be advancing GV190133 to arbitration and he had until December 9, 2019, to appeal the decision to not to further advance the grievance. On December 3, 2019, Bean filed an appeal with the Union's pre-arbitration appeal committee.

After considering Bean's appeal, the Union's pre-arbitration appeal committee concluded the video of the incident which led to Bean's suspension should be reviewed by either the committee or a Union representative, before deciding whether to advance his grievance to arbitration. Klein viewed the video on February 6, 2020, and related what he observed to Daniel Zapata, the Union's general counsel. Bean, on February 13, 2020, contacted the Union, asking for a fuller explanation as to why the Union was refusing to arbitrate his suspension grievance. Zapata returned Bean's call on February 18, 2020, and related to him the Union based its decision not to pursue his grievance on the available facts and the discussion at the pre-arbitration meeting.

Due to the COVID-19 pandemic, the Union's pre-arbitration appeal committee next met on October 8, 2020, and after reviewing the evidence concerning Bean's 30-day suspension, denied his appeal. On October 14, 2020, the Union sent Bean a letter, notifying him it had denied his appeal of the decision to decline to advance his 30-day suspension grievance, GV190133, to arbitration.

In the meantime, on or about January 21, 2020, the University notified Bean it planned to terminate his employment. The University cited three main reasons for its action in this regard: Bean's tardiness during the last three months of 2019; Bean's unexcused absences during the last three months of 2019; Bean's failure to complete ethics training for 2019. The University asserted Bean was tardy on the following dates: October 3, 2019—three hours and forty-two minutes late; October 28, 2019—three minutes late; October 31, 2019—one hour and twenty-two minutes late; November 4, 2019—fifty minutes late. Regarding the unexcused absences during the last three months of 2019, the University contended Bean left work without approval, for one hour and thirty-eight minutes on October 22, 2019, and from November 14, 2019 to January 6, 2020. Bean asserted he had been injured at work on November 7, 2019, and his absence from November 14, 2019 to January 6, 2020, was covered by Workers' Compensation, to allow him to recover from the November 7 injury. However, the University denied his Workers' Compensation claim on November 27, 2019, and Bean did not provide evidence he was in fact on a Workers' Compensation leave. Regarding Bean's failure to complete ethics training for 2019, the University asserted it notified Bean, as it did with all University employees, of his obligation to complete the "2019 Ethics Training for University Faculty and Staff" by no later than October 31, 2019; Bean failed to do so.

By a January 21, 2020 letter, the University served Bean with written charges to terminate his employment. Therein, the University notified Bean it had scheduled a disciplinary conference for him on January 27, 2020, and explained if he wished to challenge the termination of his employment, he could do so by the following means: 1. the procedure for review specified in the Rules of the State Universities Civil Service System, Ch. VI, Section 250.110(f)(1) through (7); and 2. the grievance procedure contained in the collective bargaining agreement which covered his job classification.

In January 2020, John Shostack, a Union representative, attempted to contact Bean several times by telephone, without success, as the number the Union had on file for Bean did not work. Shostack, on January 24, emailed Bean, explaining he wished to speak with him to prepare for the disciplinary conference scheduled for January 27, 2020. In the email, Shostack provided Bean his work email, work telephone number, and his cell phone number. Bean responded to Shostack on or about January 27, and asked Shostack to obtain a 30-day continuance, as he had neck and back pain and could not attend. At Shostack's

request, the University agreed to postpone the hearing, but not for 30 days, instead scheduling it for February 5, 2020.

Between January 27 and February 5, Shostack attempted to contact Bean several times without success. Bean, however, attended the February 5 disciplinary conference and Shostack accompanied him as his Union representative. Several representatives of the University also attended. During the disciplinary conference, Bean admitted to the four tardies as charged by the University. As to the University's contention Bean left work without approval, for one hour and thirty-eight minutes on October 22, 2019, Bean responded he had notified another University employee, Ruth Kross, he was leaving for the meeting. The University responded Kross was not the appropriate person to notify and she did not give him permission to leave his work area, instead he should have notified his manager, Villalon. In regard to the unauthorized absence from November 14, 2019 to January 6, 2020, Bean asserted he called in each day to report he was on Workers' Compensation, as he was injured on duty and expected the University to pay him for that time. The University responded that while Bean had called in every day, he was charged with being on leave without approval, and since his Workers' Compensation claim was denied, and he was not on any other type of approved leave, his absence from November 14, 2019 to January 6, 2020 was without approval. Bean did not provide evidence he was in fact on a Workers' Compensation leave. Regarding Bean's failure to complete ethics training for 2019, the University asserted it notified Bean, as it did with all University employees, of his obligation to complete the 2019 ethics training by no later than October 31, 2019. Bean admitted he failed to complete the ethics training as directed, but argued the University failed to schedule him to take the ethics training and did not allow him access to a computer in order to do so. The University's witness, Niewinski, responded Bean was, as were all the employees in her work area, given access to a computer in a supervisor's office to complete the training and allowed to do so while on work time, even on overtime if necessary.

Immediately after the February 5 disciplinary conference concluded, Shostack sought out Bean to discuss next steps in an attempt to avoid the termination of his employment. Shostack explained to Bean the unexcused absence from November 14, 2019 to January 6, 2020 was the biggest difficulty in his case.

To that end, Shostack requested Bean provide additional facts about the absence. Instead, Bean replied the Union did not do anything about his 30-day suspension and ended the conversation.

On February 11, 2020, the University sent Bean a certified letter notifying him his employment with the University was terminated effective that date. From that point, Bean had ten days within which to file a grievance or request the Union to file a grievance on his behalf, challenging the University's action. Bean did neither, and the Union eventually considered the matters involving Bean closed.

Bean next contacted the Union on October 13, 2020, when he called seeking to have Klein represent him in a hearing scheduled for October 23, 2020. On October 14, 2020, Bean dropped off a number of documents at the Union's office for Klein. After reviewing the documents, the Union learned for the first time, Bean had challenged the termination of his employment through the Merit Board at the State Universities Civil Service System. Bean had appealed the termination of his employment to the Merit Board on or about February 25, 2020. Once the Union understood Bean's actions, it contacted him and notified him that as general matter, the Union does not represent bargaining unit members in cases before the Merit Board.

## III. THE PARTIES' POSITIONS

Herein, Bean contends the Union violated the Act in that it failed to properly represent him in connection with his 30-day suspension and the subsequent termination of his employment, asserting the Union failed to pursue his interests in a vigorous, aggressive manner. In support of his position, Bean asserts the Union failed to provide regular updates regarding its progress on his cases. Respondent Union denies its actions in this matter were unlawful, and further denies it treated Bean any differently than similarly situated bargaining unit members. The Union contends it provided Bean with competent representation and ensured his rights were protected. In addition, the Union asserts Bean's charge was not timely filed.

## IV. DISCUSSION AND ANALYSIS

To the extent, through the instant charge, Bean is challenging any actions of the Union which occurred prior to August 4, 2020, it is untimely filed. Pursuant to Section 15 of the Act, no order shall issue based upon any unfair labor practice occurring more than six months prior to the filing with the Board, of

the charge alleging the unfair labor practice. The six-month limitations period begins to run when the person aggrieved by the alleged unlawful conduct either has knowledge of it, or reasonably should have known of it. Jones v. IELRB, 272 Ill. App. 3d 612, 650 N.E.2d 1092 (1st Dist. 1995); Charleston Community Unit School District No. 1 v. IELRB, 203 Ill. App. 3d 619, 561 N.E.2d 331, 7 PERI ¶4001 (4th Dist. 1990); Wapella Education Association v. IELRB, 177 Ill. App. 3d 153, 531 N.E.2d 1371 (4th Dist. 1988).

Herein, Bean filed his charge on February 4, 2021, and therefore, the date six months prior to his filing was August 4, 2020. Accordingly, alleged unlawful conduct he knew of before August 4, 2020, or reasonably should have known of by that date, cannot be the subject of a timely charge. The Union asserts on November 22, 2019, it notified Bean it would not be advancing GV190133 to arbitration and argues Bean, therefore, knew well before August 4, 2020, the Union was not advancing his suspension grievance to arbitration. However, as the Union itself noted, Bean had until December 9, 2019, to appeal the decision to decline to advance his grievance, to the Union's pre-arbitration appeal committee, which Bean elected to do. The Union's pre-arbitration appeal committee could have decided to advance his grievance to arbitration, although in this case it did not. Instead, after considering Bean's appeal, the appeal committee postponed action on it, concluding the video of the incident which led to Bean's suspension should be reviewed by either the committee or a Union representative, before deciding whether to advance his grievance to arbitration. Due to the COVID-19 pandemic, the Union's pre-arbitration appeal committee next met on October 8, 2020, and ultimately denied Bean's appeal. It notified him of its denial on October 14, 2020, which was the final action the Union took in connection with its decision to decline to advance Bean's 30-day suspension grievance, GV190133, to arbitration. Accordingly, Bean learned conclusively, for the first time, on or about October 14, 2020, the Union was not advancing his grievance to arbitration. From that point in time, Bean had six months to file a charge contesting the Union's actions in connection with its refusal to advance his grievance to arbitration. Bean met the deadline, and thus, that portion of his charge is timely filed.

To the extent, by the instant charge, Bean is challenging the Union's actions in connection with the termination of his employment, it is untimely. After the February 5 disciplinary conference concluded,

Shostack sought out Bean to discuss next steps in an attempt to avoid the termination of his employment. However, Bean refused to cooperate. The University notified Bean his employment was terminated effective February 11, 2020. Bean opted not to challenge the University's action through the grievance process and had no further contact with the Union until October 13, 2020. Any actions the Union took or failed to take surrounding the February 11, 2020 termination of Bean's employment, such as failing to file a termination grievance on his behalf, or failing to summon witnesses for the February 5 disciplinary conference, conduct Bean contends was unlawful, is conduct he plainly knew of before August 4, 2020, rendering his charge on the same untimely.

As noted above, Bean next contacted the Union on October 13, 2020, when he called seeking to have Klein represent him in a hearing scheduled for October 23, 2020. Shortly thereafter, the Union learned Bean had challenged the termination of his employment through the Merit Board at the State Universities Civil Service System, on or about February 25, 2020, and the hearing scheduled for October 23, 2020, was before the Merit Board, regarding Bean's termination. The Union then notified Bean that as general matter, the Union does not represent bargaining unit members in cases before the Merit Board. As Bean learned of the Union's refusal to represent him before the Merit Board after August 4, 2020, his charge on that issue is timely.

To the extent Bean's charge is timely, it is without merit. His allegations take issue with the Union's representation in connection with its decision to decline to advance his 30-day suspension grievance, GV190133, to arbitration, and its refusal to represent him before the Merit Board, at the October 23, 2020 termination hearing. More specifically, Bean asserts the Union failed to properly safeguard his interests in connection with the suspension grievance and wrongly declined to pursue it to arbitration. Likewise, Bean contends the Union had an obligation to represent him before the Merit Board, at the October 23, 2020 termination hearing, but failed to do so. Additionally, Bean generally asserts the Union failed to represent him in a vigorous, aggressive manner, ignored his concerns, and failed to provide regular updates regarding its progress on his behalf.

Section 14(b)(1) of the Act provides as follows:

> (b) Employee organizations, their agents or representatives or educational employees are prohibited from:
>
> (l) restraining or coercing employees in the exercise of the rights guaranteed under this Act, provided that a labor organization or its agents shall commit an unfair labor practice under this paragraph in duty of fair representation cases only by intentional misconduct in representing employees under this Act. [Emphasis added.]

Bean's claim herein is a duty of fair representation case, and in such cases, a two-part standard is used to determine whether a union has committed intentional misconduct within the meaning of Section 14(b)(1). Under that test, a charging party must establish the union's conduct was intentional and directed at charging party, and secondly, the union's intentional action occurred because of and in retaliation for charging party's past actions, or because of charging party's status (such as his or her race, gender, or national origin), or because of animosity between charging party and the union's representatives (such as that based on personal conflict or charging party's dissident union support). The Board's use of this standard, based on Hoffman v. Lonza, Inc., 658 F.2d 519 (7th Cir. 1981), was affirmed by the Illinois Appellate Court in Paxton-Buckley-Loda Education Association v. IELRB, 304 Ill. App. 3d 343, 710 N.E.2d 538 (4th Dist. 1999), aff'g Paxton-Buckley-Loda Education Association (Nuss), 13 PERI ¶1114 (IELRB 1997). See also, Metropolitan Alliance of Police v. State of Illinois Labor Relations Board, 345 Ill. App. 3d 579, 588-89, 803 N.E.2d 119, 125-26 (1st Dist. 2003).

In this case, there is no evidence Respondent Union intentionally took any action either designed to retaliate against Bean or due to his status. Moreover, Bean made no showing he was treated differently from other similarly situated employees, or that the manner in which the Union addressed his concerns was based on something other than a good faith assessment of the merits of his claim, the bargaining unit's priorities, or the best interests of its membership as a whole.

Bean was frustrated by the Union's conduct, believing it should have done more, such as arbitrating his suspension grievance and representing him at the Merit Board hearing, and generally been more aggressive on his behalf. Had that happened, Bean contends he would have retained his employment with the University. However, Bean proffered no evidence in support of his contention in this regard. Furthermore, the evidence plainly indicates the Union was responsive to Bean's concerns and assisted him

as much as possible, but was simply unable to achieve the outcome he desired, due in no small measure to actions he engaged in while employed by the University.

The conduct herein, complained-of by Bean, is not unlawful, at least under the circumstances of this case. The exclusive representative has a wide range of discretion in representing the bargaining unit, and as the Board has previously held, a union's failure to take all the steps it might have taken to achieve the results desired by a particular employee does not violate the Act, unless as noted above, the union's conduct appears to have been motivated by vindictiveness, discrimination, or enmity. Jones v. Illinois Educational Labor Relations Board, 272 Ill. App. 3d 612, 650 N.E.2d 1092, 11 PERI ¶4010 (1st Dist. 1995). As there is no evidence indicating that the Union was so motivated, Charging Party failed to present grounds upon which to issue a complaint for hearing.

## V. ORDER

Accordingly, the instant charge is hereby dismissed in its entirety.

## VI. RIGHT TO EXCEPTIONS

In accordance with Section 1120.30(c) of the Board's Rules and Regulations (Rules), Ill. Admin. Code tit. 80, §§1100-1135 (2020), parties may file written exceptions to this Recommended Decision and Order together with briefs in support of those exceptions, not later than 14 days after service hereof. Parties may file responses to exceptions and briefs in support of the responses not later than 14 days after service of the exceptions. Exceptions and responses must be filed, if at all, at ELRB.mail@illinois.gov and with the Board's General Counsel, 160 North LaSalle Street, Suite N-400, Chicago, Illinois 60601-3103. Pursuant to Section 1100.20(e) of the Rules, the exceptions sent to the Board must contain a certificate of service, that is, **"a written statement, signed by the party effecting service, detailing the name of the party served and the date and manner of service."** If any party fails to send a copy of its exceptions to the other party or parties to the case, or fails to include a certificate of service, that party's appeal will not be considered, and that party's appeal rights with the Board will immediately end. See Sections 1100.20 and 1120.30(c) of the Rules, concerning service of exceptions. If no exceptions have been filed within the 14-day period, the parties will be deemed to have waived their exceptions, and unless the Board decides on

its own motion to review this matter, this Recommended Decision and Order will become final and binding on the parties.

**Issued in Chicago, Illinois, this 24th day of March, 2022.**

**STATE OF ILLINOIS**
**EDUCATIONAL LABOR RELATIONS BOARD**

**Executive Director**