STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD

Ara Gardner,	)	
	)	
Charging Party	)	
	)	
and	)	Case No. 2021-CB-0008-C
	)	
SEIU, Local Union No. 73,	)	
	)	
Respondent	)	

OPINION AND ORDER

I. Statement of the Case

On April 8, 2021, Ara Gardner (Gardner or Charging Party) filed an unfair labor practice charge with the Illinois Educational Labor Relations Board (Board) in the above-captioned matter alleging that SEIU, Local Union No. 73 (Union) committed unfair labor practices within the meaning of Section 14(b) of the Illinois Educational Labor Relations Act, 115 ILCS 5/1, *et seq*. (Act or IELRA). Following an investigation, the Board's Executive Director issued a Recommended Decision and Order (EDRDO) dismissing the charge in its entirety. Gardner filed exceptions to the EDRDO and the Union filed a response to her exceptions.

II. Factual Background

We adopt the facts as set forth in the underlying EDRDO. Because the EDRDO comprehensively sets forth the factual background of the case, we will not repeat the facts herein except as necessary to assist the reader.

III. Discussion

Gardner's charge alleges that the Union violated its duty of fair representation in violation of Section 14(b)(1) of the IELRA. 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." Intentional misconduct consists of actions that are

conducted in a deliberate and severely hostile manner, or fraud, deceitful action or conduct. *Norman Jones v. IELRB*, 272 Ill. App. 3d 612, 650 N.E.2d 1092 (1st Dist. 1995); *University of Illinois at Urbana (Rochkes)*, 17 PERI 1054, Case Nos. 2000-CB-0006-S, 2001-CA-0007-S (IELRB Opinion and Order, June 19, 2001). Thus, intentional misconduct is more than mere negligence or the exercise of poor judgment. *Chicago Teachers Union (Oden)*, 10 PERI 1135, Case No. 94-CB-0015-C (IELRB Opinion and Order, November 18, 1994); *NEA, IEA, North Riverside Education Ass'n (Callahan)*, 10 PERI 1062, Case No. 94-CB-0005-C (IELRB Opinion and Order, March 29, 1994); *Rock Island Education Association, IEA-NEA (Adams)*, 10 PERI 1045, Case No. 93-CB-0025-C (IELRB Opinion and Order, February 28, 1994).

A union is not required to process every grievance, *AFSCME Local 3506 (Pierce)*, 16 PERI 1010, Case Nos. 99-CB-0002-C & 99-CB-0003-C (IELRB Opinion and Order, December 3, 1999) or take every grievance to arbitration. *Rochkes*, 17 PERI 1054. A union is required to conduct a good faith investigation to determine the merits of a claim. *Id*. A union may consider the following factors when determining the merits of a claim: perceived merit of the complaint, likelihood that the union will prevail, the cost of pursuing the grievance, or the possible benefit to membership. *Jones*, 272 Ill. App. 3d 622-23, 650 N.E.2d 1099.

In this case, the record evidence does not demonstrate that the Union engaged in intentional misconduct toward Gardner. Instead, it reveals that the Union filed multiple grievances on her behalf. The fact that the Union did not arbitrate her April 2019 grievance does not automatically constitute a violation of its duty of fair representation. *Cook County College Teachers Union (Eddings)*, 17 PERI 1046, Case Nos. 00-CB-0002-C & 00-CA-0013-C (IELRB Opinion and Order, May 16, 2001). Although Gardner may not be satisfied with the manner in which her grievance was handled, the Union has discretion in deciding how far to pursue employees' complaints. *Id.*; *Jones*, 272 Ill. App. 3d 612, 650 N.E.2d 1092. The Union's decision not to arbitrate Gardner's grievance was based on its opinion that the grievance did not have merit because of her inability to provide dates she claimed to have been entitled to overtime, contractual issues concerning her eligibility as a mental health counselor to work overtime during the uncertain timeframe in question, and the timeliness of the grievance.

Gardner claims in her exceptions that she provided the Union with the dates she claimed to have been entitled to work overtime. Yet a review of the record indicates that she was unable to produce these dates at step 2 of the grievance procedure. Even if Gardner was correct and she could have prevailed at arbitration because she did indeed have these dates, that was not the only reason for the Union's belief that it would not be successful if it arbitrated her grievance. The Union also cited contractual issues concerning her eligibility to work overtime during the uncertain timeframe in question, and the timeliness of the grievance. What is more, 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. *Adams*, 10 PERI 1045.

Gardner complains that the Union did not provide her with optimal legal representation and that she was placed on paid leave and subsequently terminated because the Union failed to zealously come to her defense. Even if Gardner's assertion is correct, negligence or incompetence is not a basis to establish intentional misconduct. 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. Here, there is no evidence indicating that the Union was so motivated.

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: **December 13, 2023**
Issued: **December 14, 2023**

/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

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EXECUTIVE DIRECTOR'S RECOMMENDED DECISION AND ORDER

I. THE UNFAIR LABOR PRACTICE CHARGE

On April 8, 2021, Charging Party, Ara Gardner (Gardner), filed an unfair labor practice charge with the Illinois Educational Labor Relations Board (IELRB) in the above-captioned case, alleging that Respondent, SEIU, Local Union No. 73 (Union), violated Section 14(b) of the Illinois Educational Labor Relations Act (Act or IELRA), 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, the University of Illinois Hospital and Health Sciences System (UI Health or Employer) was an educational employer within the meaning of Section 2(a) of the Act. At all times material, the Union was a labor organization within the meaning of Section 2(c) of the Act. At all times material, Gardner was employed by the Employer in the position of Mental Health Counselor and served as a steward for the Union. At all times material, the Union was the exclusive representative of a bargaining unit comprised of certain of the Respondent's employees, including Mental Health Counselors. As relevant, the Respondent and UI Health were parties to a collective bargaining agreement (CBA) for the unit, effective December 17, 2015, through December 16, 2019, which provided for a grievance procedure culminating in arbitration. As relevant, the Respondent and UI Health were parties to a CBA for the unit, effective December 17, 2019, through December 16, 2023, which provided for a grievance procedure culminating in arbitration.

B. Facts Relevant to the unfair labor practice charge

Gardner was hired by UI Health in April of 2003. She has been a Mental Health Counselor in the Adult Psychiatric Unit at UI Health since 2007. The facts and evidence submitted in this

matter span periodically over the years of 2015 through 2023, and the Charging Party indicated in her charge that the alleged wrongful actions commenced on July 26, 2016.

On or about July 26, 2016, UI Health placed Gardner on paid administrative leave following an incident with a co-worker. On January 17, 2017, the Union filed a grievance on Gardner's behalf for alleged violations of the CBA in connection to Gardner's administrative leave. Among other things, the Union set forth that the leave was without just cause and requested full back pay of all overtime benefits lost during the extensive leave. The Employer denied each step of the grievance on January 30, 2017, March 28, 2017, and April 3, 2017, respectively.

On or about November 28, 2017, the Union advised Gardner that a pre-arbitration panel recommended that her grievance should not proceed to arbitration because it would be difficult to prove that the Employer violated the CBA as alleged. On or about December 1, 2017, Gardner appealed the pre-arbitration panel's decision not to advance her administrative leave grievance to arbitration. On August 7, 2018, Gardner was advised of the Union's determination to deny Gardner's pre-arbitration appeal and withdraw her grievance.[1]

On or about February 8, 2019, Lisa Caridine, Director of Employee Relations for UI Health, directed Gardner to report to work on February 11, 2019, from her administrative leave. Gardner returned to work on April 15, 2019.

On September 18, 2019, the Union filed a second grievance on Gardner's behalf for violations of the CBA in connection to the Employer's denial of overtime to which Gardner asserts she was entitled to following her return from administrative leave.[2] After the Employer denied the overtime denial grievance respectively on November 9, 2020, and February 17, 2021, Gardner requested that the Union advance the grievance to arbitration. The pre-arbitration panel declined to advance Gardner's denial of overtime grievance to arbitration because the panel did not believe the grievance had sufficient merit, and advised Gardner of such on or about April 22, 2021.[3] Specifically, the panel determined that the Union would not likely prevail at arbitration without Gardner's ability to provide the dates she claimed to have been entitled to work overtime, that there were issues under the CBA concerning Gardner's eligibility as a mental health counselor to work overtime during the uncertain timeframe in question, and lastly that the grievance was not

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[1] Daniel Zapata, the Union's general counsel, pursuant to an inquiry from Gardner, issued a final correspondence reiterating its decision not to advance her administrative leave grievance to arbitration.

[2] According to Gardner, she was improperly denied overtime by UI Health for 21 different workdays. According to UI Health, the range of dates the 21 days could have fallen in were from June 27, 2019, to July 28, 2019.

[3] Gardner requested an appeal of the Union's pre-arbitration panel's decision.

timely filed within 30 calendar days after the occurrence leading to the grievance, pursuant to the CBA.[4]

On or about December 17, 2019, Gardner was subpoenaed to testify in an arbitration between the Union and the Employer on behalf of fellow bargaining unit member Theresa Fullerton (Fullerton). Fullerton was a nurse technician who had allegedly been denied overtime in violation of the parties' CBA. Ultimately, the parties settled Fullerton's grievance and the matter did not proceed before an arbiter in hearing.

Gardner filed the instant unfair labor practice charge on April 8, 2021.[5]

Subsequently, according to Gardner, in September of 2021 as well as November of 2021, she made attempts to contact Melinda Bunnage (Bunnage), the Union's Division Director, for assistance with filing a grievance on behalf of member Kim Crain (Crain), yet failed to receive a response, which she alleged amounted to poor representation from the Union. Gardner sought help and wanted someone else to file the grievance because she had never filed a step 2 grievance before. Bunnage advised Gardner on or about January 10, 2022, that it was her responsibility as the Union steward to advance the grievance, and if she needed assistance she could reach out.

On or about November 23, 2021, Gardner alleges that the Union intentionally removed her from a communication application for Union stewards.

On or about January 11, 2022, Gardner alleged that the Union intentionally and in a retaliatory manner made her attend a same day meeting with the Employer, which Gardner asserts was in violation of the CBA, whereafter she was issued a written verbal after being advised by Bunnage that it was a non-disciplinary meeting. According to Gardner, John Shostack (Shostack), the Union's Hearing Specialist, who attended the meeting with her, advised her that if she did not attend, she would be terminated for insubordination.

On or about January 17, 2022, according to Gardner, during a Union meeting where Gardner expressed that she did not feel like she was being supported by the Union, Bunnage asked how Gardner thought it looked to have a Union steward filing a charge against them. Gardner interpreted this as an inappropriate attempt to get her to withdraw her pending unfair labor practice charge. Gardner responded that if they were worried about how it looked, then the

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[4] Apparently, Gardner was not eligible for overtime shifts because under the CBA, overtime is first offered to nurse technicians before mental health counselors, and Gardner was not working as a nurse technician during the time in question, although she is a certified nurse technician. Gardner's position was that she was eligible to bid for overtime first along with other nurse technicians, given her certification.

[5] Gardner continued to describe incidents, lodge duty of fair representation allegations against the Union, and furnish materials in this matter through May 22, 2023.

Union should step up and represent its members and that she would file another charge if she had to.

On or about February 18, 2022, Gardner was placed on paid administrative leave pending an investigation into her conduct and work performance.

On March 16, 2022, Gardner alleged that she was prevented by Shostack and the Employer's agent from representing a fellow bargaining unit member, by purposely being given the wrong link to a meeting and blocked from speaking up for the member at this meeting, because Shostack who was also in attendance, was ill-prepared. According to Gardner, she told Shostack that he cannot be in bed with UI Health and represent the members.

On or about July 20, 2022, the Employer advised Gardner of its intention to initiate discharge proceedings against her via charges of jeopardizing the safety and wellbeing of a patient, disruptive and unacceptable communication, poor job performance and mental health counselor judgment, poor customer service and unprofessionalism, placing the university at risk for liability, untruthfulness, unethical and deceptive conduct, and erroneous patient charting/hospital records, which stemmed from a workplace incident on February 1, 2022.

On or about August 2, 2022, Gardner was advised that discharge proceedings had been commenced by the Employer against her. In response, Gardner requested a hearing by the Employer's Civil Service Merit Board (Merit Board), which was conducted on October 26, 2022, and concluded November 16, 2022. The Notice of Decision and Order dated March 16, 2023, issued by the Merit Board, found that the record did not sustain one or more of the charges of the Employer against Gardner, and/or the charges as proven by the Employer failed to establish just cause for discharge.[6] The record did however support a sufficient basis for discipline, and Gardner was suspended for 15 days without pay.

On Friday, September 30, 2022, Gardner emailed Union representatives requesting that they file a discrimination grievance, alleging that the Employer, since 2014 had been disciplining African American staff for not being arm's length to their one-to-one, whereas when a Caucasian staff member was reported to not be in arm's length of her one-to-one, management advised differently, in that you only had to have a visual of the one-on-one and able to get to them before they harm themselves. Gardner set forth that everyone who had ever been written up/disciplined

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[6] The written charges for discharge alleged inappropriate and/or unacceptable communication, untruthfulness, leaving one-to-one patient without appropriately handing off said patient, documenting inaccurate information regarding one-to-one patient, unsatisfactory work performance, conduct violative of or inconsistent with UI Health Policy No. CLPSY 11, and failure to perform job responsibilities concerning one-to-one coverage and/or monitoring.

in the past should be made whole. Matt Carpenter, the Union's General Counsel, responded to Gardner requesting documentation of the allegations to review them for merit.

On or about October 19, 2022, Gardner advised the Board Agent that Sam Hensel (Hensel), the opposing counsel in the instant case was also handling her case against UI Health for wrongful termination, which was a conflict of interest, and that he provided the Respondent with evidence to use against her.[7]

On April 18, 2023, the Union advised Gardner that the pre-arbitration panel decided that the termination grievance, filed by Gardner on a date uncertain, should not proceed to arbitration.[8] Subsequently, Gardner notified the Union of her desire to appeal the pre-arbitration panel's decision not to advance the grievance to arbitration.

III. THE PARTIES' POSITIONS

The Charging Party argues that the Union failed to represent and retaliated against her by declining to advance her grievance(s) to arbitration, generally did not support her or fight for her rights and the rights of certain fellow members, treated her disparately from a similarly situated individuals, was non-responsive, failed to assist her with filing Crain's grievance, intentionally removed her from a communication application for Union stewards, engaged in poor representation by failing to make sure the CBA was enforced, and engaged in intimidation and collusion with UI Health to terminate her. The Charging Party argues further that the Union retaliated against her by not following up on her 2nd grievance for filing an unfair labor practice charge against it.

The Union contends that the Charging Party cannot establish that the Union breached its duty of fair representation because Gardner cannot demonstrate that the Union committed intentional misconduct by any of its actions or decisions. It argues further that the instant charge, or portions thereof, are untimely.

IV. DISCUSSION AND ANALYSIS

Section 14(b)(1) of the IELRA prohibits labor organizations or their agents from restraining or coercing employees in the exercise of the rights guaranteed under the Act, provided that a labor organization or its agents shall commit an unfair labor practice in duty of fair representation cases only by intentional misconduct in representing employees under the Act. In duty of fair

[7] The record is devoid of the termination grievance; however, the Charging Party did submit the April 18th correspondence from the Union on April 24, 2023, which referenced the termination grievance.
[8] Carpenter advised Gardner that while the CBA allowed an employee the option of challenging discharge through the grievance procedure, Gardner chose to pursue the University Civil Service Merit Board process. As such, Carpenter advised further that since a full evidentiary hearing occurred at the Merit Board and the grievance and merit board case involved the same underlying facts and sought the same relief, an arbitration proceeding was likely precluded under the doctrine of *res judicata*.

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 her. Second, she must establish that the union's intentional action occurred because of and in retaliation for her past actions, or because of her status (such as race, gender, or national origin), or because of animosity between her 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).

Here, the Charging Party alleges that the Union failed to represent her by declining to advance two of her grievances to arbitration. The record reveals that the Union notified the Charging Party of its decision not to pursue arbitration as it relates to the first grievance at issue initially on November 28, 2017, and a final time on August 7, 2018. The instant charge was filed on April 8, 2021. 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 P4001 (4th Dist. 1990); *Wapella Education Association v. IELRB*, 177 Ill. App. 3d 153, 531 N.E.2d 1371 (4th Dist. 1988). As such, the IERLB does not have jurisdiction to act on unfair labor practice allegations that occurred prior to October 8, 2020, and both earliest possible and last potential dates of Gardner's knowledge that the Union would not advance her first grievance to arbitration fall well outside of the limitations period. Consequently, I find that this portion of Gardner's charge is untimely.

The Union notified the Charging Party of its decision not to pursue arbitration regarding her second grievance on April 22, 2021. However, the evidence failed to establish that the Union's conduct was intentional and directed at her, and that such intentional action occurred because of and in retaliation for her past actions, or because of her status, or because of animosity between her and the union's representatives, or because she filed an unfair labor practice charge against the Union. Furthermore, the Union has a wide range of discretion in representing the bargaining unit. *Jones v. Illinois Educational Labor Relations Board*, 272 Ill. App. 3d 612, 650 N.E.2d 1092 (1st Dist. 1995). The exercise of that discretion is properly based on criteria such as the perceived merit of the complaint, the likelihood of success in any action based thereon, the cost of prosecuting such an action, or the possible benefit to the union membership at a whole. *Id.* I find

that the complained-of actions here were not unlawfully motivated, and additionally, were no more than a legitimate exercise of the Union's discretion after assessing the merits of her second grievance.[9]

The Charging Party's unspecified claim that the Union did not support her or fight for her rights and the rights of certain fellow members is not substantiated by the evidence in this case. Therefore, I find that the intentional misconduct standard was not satisfied, and the Union did not violate the Act in the manner as alleged here by Ms. Gardner.

Next, I find that the Charging Party's contention that the Union treated her differently from a similarly situated individual, namely Keller, by advancing Keller's denial of overtime grievance to arbitration, yet deciding not to advance Gardner's denial of overtime grievance to arbitration is without merit. There was no evidence of intentional misconduct presented here, nor is there evidence that the Union abused its discretion. What's more is that Keller, a nurse technician, possessed the job classification applicable to the provision of the CBA that the Employer was alleged to have violated, which starkly distinguishes Keller's facts from Gardner, a mental health counselor.

Additionally, I find that Gardner's allegations of Bunnage's non-responsiveness, and that the Union inadequately represented her by failing to ensure that the Employer complied with the CBA failed to demonstrate that the Union violated the Act. Negligence alone is insufficient to demonstrate intentional misconduct. *Chauffeurs Union, Local 726*, supra. *Chicago Teachers Union (Oden)*, 10 PERI 1135, Case No. 10 PERI 1135, Case No. 94-CB-0015-C (IELRB Opinion and Order, November 18, 1994). *Service Employees International Union. Local 73 (Cundiff)*, 10 PERI 2038 (ISLRB 1994). Even gross negligence and incompetence does not establish intentional misconduct. *NEA, IEA. Rock Island Educational Association*, 10 PERI 1045, Case No. 93-CB-0025-C (IELRB Opinion and Order, February 28, 1994). Even if the so-called non-responsiveness and inadequate representation claims set forth by Gardner were deemed to be negligent, grossly negligent or incompetent, such still would not satisfy the intentional misconduct standard required to determine that a violation of Section 14(b)(1) occurred.

Next, I find that the Charging Party's allegations that she was compelled to attend a meeting on short notice where she was issued a written verbal by the Employer, that a Union Director failed to assist her with filing member Crain's grievance, and that she was removed from a communication application for Union stewards constitute internal union matters. Section

[9] Ms. Gardner referenced presumably a third grievance, whereby the Union notified her on April 18, 2023, that it would not advance such to arbitration, however, she did not allege that this violated the Act. Nevertheless, any claim that the Union violated the Act by said conduct fails for the same reasons that the second grievance failed to demonstrate that a violation occurred.

14(b)(1) does not apply to claims that wholly concern internal union affairs. *IEA-NEA Evanston District 65 Educational Secretarial & Clerical Association (Tarr)*, 13 PERI 1081, Case No. 97-CB-0021-C (Executive Director's Recommended Decision and Order, June 24, 1997); see *AFT, IFT, Local 1220, East St. Louis Federation of Teachers (Washington)*, 4 PERI 1132, Case No. 88-CB-0008-S (IELRB Opinion and Order, September 12, 1988). In order to demonstrate that a *prima facie* violation of Section 14(b)(1) of the Act occurred, a charging party must identify rights protected by the Act that an employee organization has infringed upon. *East St. Louis; Evanston District 65; NEA, IEA, Centralia Education Ass'n (Gierten)*, 7 PERI 1048, Case No. 91-CB-0008-S (Executive Director's Recommended Decision and Order, April 3, 1991). Matters of internal union affairs do not involve rights protected by the Act. In alleging the aforementioned conduct, Gardner has not identified rights protected by the Act that the Union has infringed upon, therefore, a violation of the Act cannot be sustained.

Lastly, the Charging Party asserts that the Union engaged in intimidation when the Union's Director questioned her decision to file the instant unfair labor practice charge against the Union, that the Union's hearing specialist prevented her from representing a Union member, and that Hensel, the Union's legal counsel colluded to terminate her and engaged in a conflict of interest given his involvement as the Union's legal representative in this instant case, as well as Gardner's Union representative in a wrongful termination action against the UI Health. However, nothing in the record rises to the intentional misconduct standard to legitimately find that a violation of Section 14(b)(1) of the Act was committed by the Union concerning these allegations.

V. ORDER

For these reasons, the Charging Party's unfair labor practice claim that the Union committed violations of Section 14(b)(1) is hereby dismissed in its entirety.

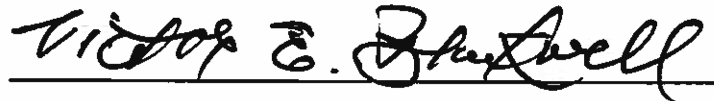
VI. RIGHT TO EXCEPTIONS

In accordance with Section 1120.30(c) of the Board's Rules and Regulations (Rules), Ill. Admin. Code tit. 80 §§1100-1135, 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, with the Board's General Counsel, 160 North LaSalle Street, Suite N-400, Chicago, Illinois 60601-3103. At this time, parties are highly encouraged to direct said exceptions and responses, if at all, to the general email account at ELRB.mail@illinois.gov. 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 16th day of August 2023.

STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD



Victor E. Blackwell
Executive Director