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

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| Evergreen Park High School Education Association, IEA-NEA,<br><br>Complainant<br><br>and<br><br>Evergreen Park Community High School, District 231,<br><br>Respondent | ) | Case No. 2023–CA–0002–C |

**OPINION AND ORDER**

**I. Statement of the Case**

On June 13, 2022, Evergreen Park High School Education Association, IEA-NEA (Union or Complainant) filed a charge with the Illinois Educational Labor Relations Board (IELRB or Board) alleging that Evergreen Park Community High School District 231 (District or Respondent or Employer) committed unfair labor practices within the meaning of Section 14(a) of the Illinois Educational Labor Relations Act (IELRA or Act), 115 ILCS 5/1, *et seq*. The Union subsequently amended its charge. On April 6, 2023, the IELRB's Executive Director issued a complaint and notice of hearing (Complaint) alleging that the College violated Section 14(a)(1) of the Act. The parties appeared for a hearing before Administrative Law Judge Nick Gutierrez (ALJ). Following the hearing, the ALJ issued a Recommended Decision and Order (ALJRDO) finding that the District violated Section 14(a)(1) of the Act when it engaged in the following conduct: 1) denied bargaining unit members Teri Pool (Pool) and Anna Papasideris (Papasideris) their Weingarten rights during investigatory interviews by refusing to allow them to represent one another and allow their Union representatives to speak or ask questions during those interviews; 2) denied bargaining unit members Jeff Juarez (Juarez) and Dennis Clifton (Clifton) their Weingarten rights by refusing to allow Pool or Papasideris to represent them at grievance

meetings; and 3) issued Pool and Papasideris written reprimands. The District filed timely exceptions to the ALJRDO, and the Union filed a timely response to the exceptions.

**II. Factual Background**

We adopt the finding of facts as set forth in the underlying ALJRDO. Because the ALJRDO 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**

A. Weingarten/Summit Hill

District's first exception is to the ALJ's finding that it denied Pool and Papasideris their *Weingarten* rights in violation of Section 14(a)(1) of the Act by its refusal to allow them to represent one another during investigatory interviews. In *NLRB v. J. Weingarten. Inc.*, 420 U.S. 251 (1975), the United States Supreme Court held that an employer's denial of an employee's request that a union representative be present during an investigatory interview which the employee reasonably believes might result in disciplinary action constitutes an unfair labor practice in violation of Section 8(a)(1) of the National Labor Relations Act (NLRA), 29 U.S.C. §§151 et seq. The IELRB extended *Weingarten* rights to educational employees under Section 14(a)(1) of the IELRA in *Summit Hill School District 161*, 4 PERI 1009, Case No. 86-CA-0090-C (IELRB Opinion and Order, December 1, 1987).[1] An employee who is subjected to such an investigatory interview is entitled to their choice of representative. *Anheuser-Busch v. NLRB*, 338 F.3d 267, 274 (4th Cir. 2003). Absent extenuating circumstances such as unavailability, the final decision of who will act as the union's representative is a decision left to the employee and the union. *Id.* at 274; *New Jersey Bell Telephone Co.*, 308 NLRB 277 (1992).

[1] Section 14(a)(1) of the Act prohibits educational employers and their agents from interfering with, restraining or coercing educational employees in the exercise of their rights under the Act.

In its exceptions, the District points to the following language regarding an employee's right to a union representative of their choosing during an investigatory interview posted on the National Labor Relations Board's (NLRB) website: "Employers are required to honor that request, so long as that choice does not unduly interfere with the employer's ability to conduct its investigation."[2] Noting that the ALJ relied on a multitude of NLRB precedent, the District suggests that the NLRB would not have found its restrictions on Pool and Papasideris' choice of representatives an unfair labor practice. Indeed, an employee's right to representation at an investigatory interview may not interfere with legitimate employer prerogatives. *Weingarten*, 420 U.S. at 258. The question in this case is whether the potential conflict of interest arising from the representative being involved in the same disciplinary investigation is an extenuating circumstance. That is, whether the District's exclusion of Pool as Papasideris' union representative and vice versa was necessary to maintain the integrity of its investigation into employee misconduct.

An example of a conflict of interest serving as a legitimate employer prerogative for excluding an employee's first choice of union representative during an investigatory interview is *Dressner-Rand Co.*, 358 NLRB 254 (2012).[3] The employer knew that the union representative made unprotected and damaging disclosures to a stock analyst, but did not know who else may have been involved, so the union representative's attendance would have impeded the employer's investigation by discouraging other employees from discussing a matter involving him while he was present. *Id.* The NLRB found that the employer did not commit an unfair labor practice when it disqualified the union representative from representing an employee in the interests of safeguarding the underlying investigation because the employer demonstrated a legitimate reason that the disqualification was necessary to achieve that end. The District makes no such showing

[2] https://www.nlrb.gov/about-nlrb/rights-we-protect/your-rights/weingarten-rights (last visited July 2, 2025).

[3] The decision in *Dressner-Rand* was later invalidated because it was issued when the NLRB lacked a quorum. *NLRB v. Noel Canning*, 573 U.S. 513 (2014) (NLRB members that were part of the required quorum had been unconstitutionally appointed by the President).

in this case. Instead, its objection is based on the attorney-like role that Pool often played in disciplinary interviews. In other words, her style of representation. As the ALJ determined, the District's preference for a union representative's style of representation is not a legitimate employer prerogative that could justify the denial of an employee's choice of representative.

For these reasons, we affirm the ALJ's finding that the District denied Pool and Papasideris their *Weingarten/Summit Hill* rights in violation of Section 14(a)(1) of the Act by refusing to allow them to represent one another during investigatory interviews. This does not mean that an educational employer may not lawfully exclude an employee's choice of union representative when it could interfere with legitimate employer prerogatives. Instead, it means that the District in this case did not demonstrative that allowing Pool and Papasideris to represent each other in their investigatory interviews would have interfered with its legitimate prerogative.

B. Employer Rights

The District's second exception is that the ALJ's conclusion that it violated the Act when it refused to allow Pool and Papasideris to represent each other during investigatory interviews violated its rights to equal protection under the Fourteenth Amendment of the Unites States Constitution by unequally protecting the rights of union members to representation while trampling its right to a candid and honest investigation and interview of those members. It claims that the purpose of the Act, as set forth in its public policy section, 115 ILCS 5/1, to regulate labor relations between educational employers and their employees, means to put educational employers and employees on equal footing during labor and employment relations matters.

There is substantial precedent that municipal corporations are not persons in the context of the 14th Amendment. *Springfield Sanitary Dist. v. Envt'l. Prot. Agency*, 48 Ill. App. 3d 784, 786, 363 N.E.2d 195, 197 (4th Dist. 1977) (Sanitary District's unsuccessful in argument that administrative agency's denial of construction permit violated the Equal Protection Clause) (citing *Williams v. Mayor and City Council of Baltimore*, 289 U.S. 36 (1933); *Risty v. Chicago, R.I. and Pacific Ry. Co.*, 270 U.S. 378 (1926); *Meador v. City of Salem*, 51 Ill.2d 572, 284 N.E.2d 266 (1972)). Whether the same is true of school districts, we need not decide because the asserted

inequality itself is without merit. The concern here is not of a constitutional dimension, but merely whether the ALJRDO was in accordance with the Act and Board precedent.

The District complains that the ALJRDO only protects employees and does not protect employers. This overlooks the fact that Section 14(a)(1) of the Act, which the District is alleged to have violated, prohibits employers from "[i]nterfering, restraining or coercing employees in the exercise of the rights guaranteed under this Act." (Emphasis added). Section 14(a)(1)'s purpose of protecting educational employees does not mean that the District's legitimate interests or prerogatives were not taken into consideration. However, as discussed above in Part A, the District's preference for a union representative's style of representation is not a legitimate employer interest or prerogative.

Taken on its face, the District's argument misconstrues *Weingarten/Summit Hill* rights under labor relations acts. The United States Court of Appeals for the Fourth Circuit explained the balance of power in relation to *Weingarten* in *Anheuser-Busch,* 338 F.3d 275:

> [T]he [NLRA] attempts to rectify the inherent power imbalance of the workplace, and an employee's ability to choose his own union representative serves this goal. When an employee requests union representation in an investigatory interview, the employee is seeking assistance to deal with a "confrontation with his employer." [*Weingarten*,] at 260, 95 S.Ct. 959. In such a confrontation, the employee is generally at some disadvantage, and the recognition of his right to choose his representative serves, to some extent, to mitigate this inequality. As the Court stated in *Weingarten*, "[r]equiring a lone employee to attend an investigatory interview which he reasonably believes may result in the imposition of discipline perpetuates the inequality the Act was designed to eliminate." *Weingarten*, 420 U.S. at 262, 95 S.Ct. 959 (internal quotation marks omitted). It is thus reasonable that, absent extenuating circumstances, an employee should be entitled to designate the union representative who will assist him during his employer's investigatory interview.

*Weingarten/Summit Hill* is meant to put educational employees on more equal footing with their employers by allowing them to choose their representative during a disciplinary meeting while recognizing that there may be extenuating circumstances when their first choice may not be available. Accordingly, we find no merit to this exception.

C. Unexcepted to Conclusions

The District did not except to the ALJ's conclusions that its refusal to allow Union representatives to speak during the investigatory interviews, denial of Juarez and Clifton's *Weingarten* rights by refusing to allow Pool or Papasideris to represent them at their grievance meetings, issuing Pool and Papasideris written reprimands, and retaliation against Pool and Papasideris violated the Act. However, it makes a broad request in the Conclusion section of its brief in support of its exceptions that we vacate the ALJRDO, which would necessarily include the unexcepted-to conclusions. Because the District offered no argument as to why we should overturn the ALJ's conclusions that its refusal to allow Union representatives to speak during the investigatory interviews, denied Juarez and Clifton's *Weingarten* rights by refusing to allow Pool or Papasideris to represent them at their grievance meetings, issuing Pool and Papasideris written reprimands, and retaliation against Pool and Papasideris violated the Act, we leave those findings undisturbed.

**IV. Order**

For the reasons discussed above, we find that the District violated Section 14(a)(1) of the Act. The ALJRDO is affirmed, and IT IS HEREBY ORDERED that Respondent, Evergreen Park Community High School District 231, its officers, and agents shall:

1. Cease and Desist from:
   (a) Refusing to allow employees in bargaining units their choice of union representative during investigatory interviews that the employees reasonably believe may lead to discipline.
   (b) Retaliating against Terri Pool, Anna Papasideris, or any other employee for their involvement in union or other concerted activity for the purposes of collective bargaining or other mutual aid or benefit.
   (c) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of rights guaranteed them in the Act.
2. Take the following affirmative action necessary to effectuate the policies of the Act:
   (a) Rescind the written reprimands issued to Anna Papasideris and Teri Pool arising out of alleged misuse of time on December 7, 2021, and expunge them from their personnel files.

(b) Post on bulletin boards or other places reserved for notices to employees for 60 consecutive days during which the majority of Respondent's employees are actively engaged in duties they perform for Respondent, signed copies the attached notice. Respondent shall take reasonable steps to ensure that said notice is not altered, defaced, or covered by any other materials.

(c) Notify the Executive Director, in writing, within 35 days after receipt of this order of the steps taken to comply with it.

**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: **August 20, 2025**
Issued: **August 20, 2025**

/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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**EDUCATIONAL LABOR RELATIONS BOARD**

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| Evergreen Park High School Education Association, IEA-NEA, | ) | |
| Charging Party | ) | |
| And | ) | Case No. 2023-CA-0002-C |
| Evergreen Park Community High School District 231, | ) | |
| Respondent | ) | |

## Administrative Law Judge's Recommended Decision and Order

On July 13, 2022, Charging Party Evergreen Park High School Education Association, IEA-NEA (Union), filed an unfair labor practice charge with the Illinois Educational Labor Relations Board pursuant to Section 14 of the Illinois Educational Labor Relations Act (IELRA or Act), 115 ILCS 5/1, *et seq.*, against the Respondent, Evergreen Park Community High School District 231 (District). The charge alleged violations of Section 14(a) of the Act. On July 29, 2022, the Union amended its charge. On April 6, 2023, the Executive Director issued a Complaint and Notice of Hearing on aspects of this charge alleging violations of Section 14(a)(1) of the Act.[1] The parties appeared before the undersigned Administrative Law Judge for the Board on September 27, 2023. At the hearing, both sides had the opportunity to call, examine, and cross-examine witnesses, introduce documentary evidence, and present argument. Both parties filed post-hearing briefs on December 22, 2023.

## I. Findings of Fact

During the hearing, Terri Pool and Anna Papasideris testified for the Union. (R. 15, 69). Terry Masterson and Tom O'Malley testified for the Respondent. (R. 110, 136).

### A. Stipulations

Prior to the hearing, the parties filed a Joint Pre-Hearing Memoranda that stipulated to several material facts. (R. 7-8, Parties' Joint Pre-Hearing Memorandum, ALJ Ex. 7 at I, hereinafter "Stipulations). At all times material, the District was an educational employer within the meaning of Section 2(a) of the Act and subject to the jurisdiction of the Board.

[1] On March 31, 2023, the Executive Director dismissed a part of this charge alleging that the District's conduct violated Section 14(a)(2) of the Act.

(Stipulations at 1). At all times material, the Union was a labor organization within the meaning of Section 2(c) of the Act, and the exclusive representative within the meaning of Section 2(d) of the Act of a bargaining unit comprised of any full-time employee or part-time employee who is classified as 0.6 FTE (full-time equivalent) or greater and who is employed for at least one term, excluding managerial, supervisory, confidential, short-term, and student personnel, and including the classifications of Teacher and Custodian. (Stipulations at 2-3). At all times material, the Union and the District have been parties to a collective bargaining agreement (CBA) for the aforementioned bargaining unit with a term from July 1, 2021, to June 30, 2025. (Stipulations at 4).

At all times material, the District employed Anna Papasideris in the job title or classification of Teacher. (Stipulations at 5). Papasideris was an educational employee within the meaning of Section 2(b) of the Act. (Stipulations at 6). She was a member of the bargaining unit referenced above. (Stipulations at 7). At all times material, Papasideris served as the local Union co-President for the unit. (Stipulations at 8). The District also employed Terri Pool in the job title or classification of Teacher. (Stipulations at 9). Pool was an educational employee within the meaning of Section 2(b) of the Act and a member of the aforementioned bargaining unit. (Stipulations at 10-11). Pool also served as Union co-President during the relevant period. (Stipulations at 12).

At all times material, Tom O'Malley was employed by the District in the job title or classification of Superintendent. (Stipulations at 13). O'Malley was an agent of the Respondent, authorized to act on its behalf. (Stipulations at 14). At all times material, the District employed Bill Sanderson as Assistant Superintendent/Principal. (Stipulations at 15). Sanderson was also an agent of the Respondent and authorized to act on its behalf. (Stipulations at 16). The District employed Terry Masterson the job title of Facilities Director. Masterson was an agent of the Respondent and authorized to act on its behalf. (Stipulations at 17-18).

On December 7, 2021, Papasideris and Pool conducted a local Union meeting in Papasideris's classroom. (Stipulations at 19). The meeting took place both in person and by Zoom. (Stipulations at 20). The meeting began at 7:30 p.m. (Stipulations at 21). Papasideris and three custodians, including Dennis Clifton and Jeff Juarez, were present in Papasideris's classroom for the meeting. (Stipulations at 22). Pool and other custodians attended remotely. (Stipulations at 23). At all times material, Abra Petraitis served as local Union vice-

president. (Stipulations at 24). Petraitis was an agent of the Union and authorized to act on its behalf. (Stipulations at 25).

On January 21, 2022, Sanderson delivered a letter to Papasideris requesting her presence at a January 24, 2022 disciplinary meeting regarding alleged misuse of time. (Stipulations at 26). Pool was not allowed to attend the meeting. (Stipulations at 27). At the meeting on January 24, Sanderson and O'Malley interviewed Papasideris to elicit information pertaining to disciplinary allegations against her. (Stipulations at 28). Petraitis and Jim Smith attended the meeting as Papasideris's representatives. (Stipulations at 29). On January 21, 2022, Pool also received a letter requesting her presence at a different January 24, 2022 meeting regarding alleged misuse of time. (Stipulations at 30). Papasideris was prohibited from attending Pool's meeting. (Stipulations at 31). Petraitis and Smith represented Pool at her January 24, 2022 meeting. (Stipulations at 32). On January 24, 2022, Sanderson and O'Malley interviewed Pool to elicit information pertaining to disciplinary allegations against her. (Stipulations at 33). On or about February 4, 2022, Papasideris and Pool both received written reprimands. (Stipulations at 34-35).

On April 5, 2022, Juarez had a step one grievance meeting for which Papasideris, Pool, and Petraitis were all denied entry. (Stipulations at 36-37). Juarez's meeting was subsequently postponed until the next day. (Stipulations at 38). Pool attempted to attend that meeting but Sanderson informed her that she could not. (Stipulations at 39-40). On or about May 20, 2022, Papasideris and Pool attempted to attend Clifton's Step 2 grievance meeting. Sanderson told Papasideris and Pool that they could not attend. (Stipulations at 41-42). On or about May 26, 2022, Papasideris and Pool attempted to attend Juarez's step 2 meeting but Sanderson informed them that they could not attend. (Stipulations at 43-44).

**B. Testimony**

Terri Pool testified first for the Union. (R. 15). She worked as an English teacher at Evergreen Park Community High School for 30 years. (R. 16). She was the Union co-President, a role she held during the 2021-22 school year. (R. 16). She has been either President or co-President of the Union for 22 years. (R. 17). On December 7, 2021, the Union scheduled a meeting at 7:30 p.m. to coincide with the lunch time for janitors on duty at the time, so that everybody could attend. (R. 18-19). She testified that she had no reason to believe that custodians were doing anything improper by attending the meeting. (R. 19). She also testified that she was not aware of custodians entering and leaving the meeting, and did not see anybody clock in or out during the meeting. (R. 19). She was not watching the clock

because she was leading the discussion. (R. 20). She did not request an adjusted schedule for custodians to attend the December 7 meeting because they typically do that for themselves. (R. 20). The December 7 meeting was not a meeting of the full Union membership. (R. 21).

On January 21, 2022, Assistant Superintendent/Principal Bill Sanderson handed her a letter that established a disciplinary meeting for January 24 to discuss an issue regarding the misuse of time. (R. 21, Joint Ex. 3). The letter provided that she could bring a Union representative of her choosing other than Anna Papasideris. (R. 22, Joint Ex. 3). The letter did not explain the reason for not allowing Papasideris to represent Pool at the meeting. (R. 22). On January 23, Pool emailed Sanderson to ask about the letter. (R. 23, Joint Ex. 4). Sanderson did not indicate whose time was allegedly misused but stated that Papasideris could not be Pool's representative because she was "also involved". (R. 23-24, Joint Ex. 4).

The meeting occurred at 3:00 p.m. on January 24 in the Superintendent's conference room. (R. 24). Pool testified that she wanted to bring Papasideris as her representative but brought Jim Smith and Abra Petraitis instead. (R. 26). Jim Smith is a Union Contract Representative. (R. 26). Abra Petraitis was a Union Vice President. (R. 27). Sanderson and Superintendent Tom O'Malley attended for the District. (R. 27). At the beginning of the meeting, Sanderson stated that the ground rules would be that the Union representatives were not allowed to speak on Pool's behalf. (R. 27). Pool testified that she asked when her time was allegedly misused. (R. 27). Sanderson refused to answer that question. Pool testified that Sanderson said that if Pool did not answer his questions, he would be charging her with insubordination. (R. 28, 30). She testified that Sanderson asked questions about the December 7 meeting, including who was in attendance, whether the Union requested permission to use the building for the meeting, and whether an agenda or meeting minutes were submitted to the Superintendent. (R. 30). Pool replied that she had forgotten to request use of the building, but that information about who was there at the meeting and what was discussed was protected information that she did not need to disclose. (R. 30).

At the meeting, Pool was accused of violating Section 2.15 of the collective bargaining agreement (CBA). That meeting gives the Union the right to use the school building for meetings with approval from the Principal and Superintendent, if meetings do not interfere with instructional and/or extracurricular programs. (R. 31, Joint Ex. 1). Sanderson and O'Malley also accused Pool of being responsible for whether custodians were on the clock during that meeting. (R. 31). She testified that the Union had failed to get permission to use the school building for the meeting but that it was an oversight that happened because this

meeting was not one that was arranged far in advance and was intended to be one with a sub-group within the bargaining unit rather than for the unit as a whole. (R. 31-32). The Union typically sends out a list of meeting dates at the beginning of the year to the administration, which is sufficient notice under the CBA. (R. 67). The Union's Secretary then requests a room for the meeting to take place. (R. 68).

Toward the end of the meeting, Pool was asked about whether she had met with a custodian named Jeff Juarez outside of her classroom at the end of the school day. (R. 32). Pool testified that she spoke with him for a few minutes in the hallway on the day that Juarez was suspended. (R. 32). Pool was asked whether she directed Juarez to send an email to Sanderson and Facilities Director Terry Masterson during Juarez's shift while he was on the clock. (R. 32-33). She testified that she did not. (R. 33). She testified that she believed that Sanderson and O'Malley were trying to get her to admit that she had been pushing Union members to conduct Union business on the clock and contributing to the misuse of time. (R. 34). The meeting concluded when Pool asked Sanderson whether she was on the clock during the meeting on December 7 or when she spoke with Juarez. (R. 34). Sanderson refused to answer, stating that he was not the one on trial. (R. 34).

As Pool left the meeting, she encountered Papasideris in the hallway outside the conference room. (R. 35). They spoke for less than a minute. (R. 35). The conversation ended when Sanderson called Papasideris into the conference room. (R. 35). Following the meeting, Pool sent O'Malley and Sanderson a summary of the meeting. (R. 38, Union Ex. 1).

Pool received a disciplinary letter for her role in the December 7 meeting. (R. 36, Joint Ex. 7). Two custodians were also disciplined for their role in the meeting. (R. 40). Dennis Clifton received a disciplinary letter in his file. (R. 40). Jeff Juarez received a disciplinary letter and a two-day suspension. (R. 40). The Union filed grievances on behalf of both custodians. (R. 40). Pool attended Clifton's Step 1 grievance meeting. (R. 40). The District alleged that Clifton had attended the December 7 meeting while on the clock. (R. 41). Pool stated that she argued at the meeting that Clifton should not have been disciplined because he had no previous disciplinary or performance issues and that it was not appropriate to characterize Clifton's actions as deceitful. (R. 42). Pool testified that she was told that the District was comfortable with the issued discipline and that it could have gone further because Clifton allegedly abandoned his job duties. (R. 42). The District denied Clifton's grievance. (R. 42).

Pool also attempted to appear at Jeff Juarez's grievance meeting on April 5. (R. 43). Sanderson refused to allow Pool or Papasideris into the room, claiming that they had a conflict of interest. (R. 43). On May 3, 2022, Pool and Papasideris were initially denied entry to a grievance meeting with Jeff Juarez arising out of a suspension Juarez was issued unrelated to the December 7 meeting. (R. 46, Union Ex. 3). After clarifying that the grievance at issue then was not about the December 7 meeting, they were allowed to attend. (R. 47).

Section 2.03 of the CBA provides that if a staff member is required to appear before the Board of Education on a potential disciplinary matter, they are entitled to have a representative of the Union present and is entitled to be told about the reasons for the meeting. (R. 58, Joint Ex. 1). Nothing in this section addresses a situation where a potential conflict of interest exists. (R. 58-59). Pool had never before been refused entry to a meeting contemplating potential discipline for a member of the unit, although there have been situations where the District has pulled a representative of their choosing into a meeting and only informed Pool of the meeting after it has already occurred. (R. 59-60).

Anna Papasideris testified next for the Union. (R. 69). She sometimes shows up in emails entered as exhibits under her maiden name, Tsoukatos. (R. 69). She was a science teacher at Evergreen Park Community High School. (R. 70). The 2021-22 school year was her third as Union co-President. (R. 70). Prior to her becoming President, she was the Secretary or co-Secretary for 15 years. (R. 71). Before the meeting on December 7, Papasideris testified that she told custodians to not be on the clock for the meeting. (R. 72). She testified that the custodians did not tell her that they clocked in or out at any point, nor did she tell anybody to continue meeting with the Union after clocking in. (R. 73). No concerns about this meeting were raised with her until January 21, 2022, when Bill Sanderson handed her a letter stating that she was to attend a meeting on January 24 at 3:20 p.m., and that she could bring a Union representative other than Pool. (R. 74, Joint Ex. 2). The letter matched the letter given to Pool, referring to a misuse of time but offering no specifics. (R. 75) Papasideris emailed Sanderson on January 22 to ask why Pool was not allowed to represent her at the meeting. Sanderson stated that Pool was "also involved", but again did not offer specifics. (R. 76, Joint Ex. 5). Her meeting started later than the initially scheduled 3:20 p.m. (R. 77). At the meeting, she was also represented by Jim Smith and Abra Petraitis. (R. 78). She had less than a minute to discuss with Smith and Petraitis before the meeting began, and did not believe her conversation with Smith and Petraitis would be private because Sanderson was in a room less than ten feet away with the door propped open. (R. 80-81).

Papasideris testified that her meeting with Sanderson was all about the December 7 meeting and whether they had permission to hold it, and whether there were any other meetings on that day. (R. 82-83). She also received a disciplinary letter in her file. (R. 83). The letter accused her of being dishonest when she told them that there were no other meetings with Union members that occurred on December 7. (R. 84-85). She testified that she didn't think a disciplinary letter made sense because she had no other previous discipline and that the first instance of discipline typically is a verbal warning. (R. 85).

Papasideris attended the Step 1 grievance meeting for Clifton that occurred on or about March 25. (R. 86). She testified that, at that meeting, the Union did not dispute that Clifton attended the December 7 meeting but that it thought the discipline issued was too severe. (R. 87). The District denied Clifton's grievance at Step 1. (R. 87). The Union appealed Clifton's grievance to Step 2, where it also was denied. (R. 87-88). Papasideris also attempted to attend Juarez's Step 1 meeting on April 5, but Sanderson prevented her from doing so. (R. 88). At some point between Clifton's Step 1 grievance meeting and Juarez's, Papasideris filed a letter offering a rebuttal to her discipline. (R. 89). The District also did not keep Pool or Papasideris apprised of updates with Clifton or Juarez's grievances, including refusal to respond to emails about the grievances sent by Pool or Papasideris. (R. 89).

Terry Masterson was the District's first witness. (R. 110). He was the Director of Facilities for the District. (R. 110). His responsibilities include overseeing the custodial and maintenance staff, including the custodians involved at the December 7 meeting. (R. 111-12). On December 7, Juarez, Clifton, and a third custodian named Gus Rutz were assigned to job duties at the District's building. (R. 111-13). All three had a shift going from 3:00 p.m. to 11:30 p.m., with a lunch break 4.5 hours after the start of their shift. (R. 113). Masterson testified that he went to see Jeff Juarez to discuss some cleaning procedures but could not find him in the second-floor area to which he had been assigned. (R. 115). He testified that he looked for Juarez for five to ten minutes and could not find him. (R. 116).

Masterson testified that, when he couldn't find Juarez, he checked the video cameras and saw him going into Papasideris's classroom, which was outside of his assigned area. (R. 118). He also testified that he saw Clifton and Rutz go in as well. (R. 119-20). Masterson testified that he saw Juarez, Clifton, and Rutz leave the classroom, and then saw Clifton and Juarez return to Papasideris's classroom while Rutz did not. (R. 120-23). Around 8:20 p.m., he testified that he saw Clifton and Juarez leave Papasideris's classroom, followed by Papasideris. (R. 123). Masterson later had the District's IT department pull up logs of

computer activity and saw that Papasideris had hosted a Zoom meeting on the evening of December 7. (R. 125).

Masterson spoke with O'Malley about the meeting. (R. 127). He testified that he said that two custodians were in Papasideris's classroom, and that he did not receive any time-off requests or notice that a Union meeting was occurring at that time. (R. 127). Based on the video evidence and his conversation with O'Malley, he determined that Juarez and Clifton should receive discipline, but that Rutz should not because Rutz clocked back in and returned to work on time. (R. 128).

He scheduled meetings with Clifton and Juarez to discuss the December 7 meeting. (R. 129). When he notified Clifton and Juarez of the meetings, he testified that he informed them that they could have Union representation, but that they could not be represented by Pool or Papasideris because they had conflicts of interest. (R. 129-30). Masterson could not recall ever before denying a Union member's choice of representative because of a conflict of interest. (R. 130-31). He identified the conflict of interest as being that they all were involved in the same meeting. (R. 131). Other than the conflict of interest, there was no other reason Pool or Papasideris would not have been allowed to represent Clifton or Juarez. (R. 132).

Superintendent Tom O'Malley testified next for the District. (R. 135). On December 8, Masterson met with him to discuss the occurrences on December 7, namely that it appeared that the Union held a meeting about which it did not previously inform the District. (R. 138). O'Malley testified that this had never happened before. (R. 138). He testified that, at the time, the District had some issues with how custodians were performing their job duties. (R. 138). He testified that he was informed that Clifton and Juarez apparently clocked out to attend the meeting, clocked back in, and then returned to the meeting. (R. 138-39). He also had no prior notice that the Union intended to use District equipment, or any request for modified schedules to accommodate a Union meeting. (R. 139).

O'Malley testified that it was the District's practice to grant requests for the Union to modify work schedules and requests for the use of District equipment to conduct Union business. (R. 141-42). He testified that, on this occasion, he was advised by legal counsel to investigate. (R. 142). As part of the investigation, the District's legal counsel advised O'Malley that he should keep individuals involved in the meeting from representing one another in matters related to the meeting. (R. 142).

O'Malley also testified as to Pool's usual role in investigatory meetings of Union members. (R. 143). He described her as being present on behalf of the Union for "every one"

of the meetings, rather than having specific representatives for different departments within the unit. (R. 143). He testified that, rather than being someone present to ensure that unit members' contract rights were not being violated, she acts as more of an attorney-type figure, telling members to not answer questions or asking numerous questions on their behalf. (R. 144). On cross-examination, O'Malley testified that he believed Pool was coaching witnesses more than is typical. (R. 158). He also clarified that the issue with Pool asking questions is that he believed that, in a disciplinary interview, the District should be the party asking questions. (R. 160).

He went on to testify about the discipline letter issued to Papasideris. (R. 146, Joint Ex. 6). O'Malley testified that they were disciplined for not getting the permission of the Principal or Superintendent before using Papasideris's classroom for the meeting, for using school equipment without permission, and for holding a meeting at times when employees were expected to be working and not on a scheduled meal break. (R. 146-48). He also testified that he did not believe the explanation offered by Pool and Papasideris that they simply forgot to ask permission before holding the meeting in violation of the contract because Pool is "very much a rule follower" who has a comprehensive understanding of the collective bargaining agreement. (R. 150-51).

O'Malley also responded to Papasideris's testimony that she only had a very brief period of time to speak with Pool before her interview, and that they were not given a private area to speak. (R. 153). O'Malley agreed that this occurred, stated that it was to prevent Pool from influencing Papasideris's answers, and that it was timed in that way on advice of counsel. (R. 153). O'Malley stated that he did not recall whether he explained to Pool, Papasideris, or any of the custodians being investigated because of the December 7 meeting that the reason that Pool and Papasideris could not represent them was because they had a conflict of interest. (R. 154).

Despite having accused Pool and Papasideris of misusing time, O'Malley conceded that he never alleged that they were doing Union business on District time. (R. 162). He claimed that the harm arising from Papasideris using her room to conduct Union business on December 7 was the energy and power cost of conducting the meeting, but did not have a dollar amount that the meeting cost the District. (R. 162-63). When asked whether Pool's role at disciplinary meetings required that the District take a specific position on a disciplinary matter, O'Malley replied that she files grievances on the Union's behalf that make demands

as to what the District should do, but that the Union cannot prevent the District from taking a course of action. (R. 164-65).

## II. Issues and Contentions

The Complaint broadly sets forth four distinct sets of allegations. First, the Complaint alleges that the District violated Section 14(a)(1) of the Act by refusing to allow Pool and Papasideris to represent one another at their disciplinary meetings that occurred on January 24, 2022. Second, the Complaint alleges that the District violated Section 14(a)(1) of the Act when it refused to allow Petraitis and Smith to ask questions or clarify matters for Union members during those disciplinary interviews. Third, the Complaint details instances in which Pool and Papasideris were prevented from representing Juarez or Clifton in disciplinary interviews and alleges that conduct also constituted a violation of Section 14(a)(1) of the Act. Finally, the Complaint alleges that issuing written reprimands for Pool and Papasideris arising out of the December 7 meeting was a violation of Section 14(a)(1) of the Act. The District denies that the complained-of conduct violates the Act.

## III. Discussion

### A. Weingarten Rights

Section 14(a)(1) of the Act prohibits educational employers from interfering, restraining, or coercing employees in the exercise of rights guaranteed by Section 3 of the Act. 115 ILCS 5/14(a)(1) (2022). All the allegations listed above, except for the final set concerning Pool and Papasideris receiving written reprimands for their roles in the December 7 meeting, concern an employee's right to have union representation in an investigative interview that an employee reasonably anticipates may lead to discipline, better known as Weingarten rights. Summit Hill, 4 PERI 1009 (IELRB Opinion and Order, December 1, 1987), *citing* NLRB v. Weingarten, 420 U.S. 251 (1975). Section 14(a)(1) of the Act protects the right to knowledgeable representation in disciplinary interviews. Summit Hill; Village of Streamwood, 14 PERI 4004 (Ill. App. 1st Dist. 1997). Courts have found that Weingarten rights are ineffective without prior consultation because it enables a representative with knowledge of the matter under investigation to assist that investigation by "eliciting favorable facts and sav[ing] the employer production time by getting to the bottom of the incident." Village of Streamwood, *quoting* Pacific Telephone and Telegraph Co., 262 NLRB 1049 (1982).

In Village of Streamwood, the 1st District engaged in thorough analysis of what would, and would not, be considered violations of Weingarten rights, citing to various decisions of

the NLRB. In that case, an employee accused of misconduct requested a specific union representative that was unavailable because the representative was at a hearing. Upon learning that the employee's chosen representative was unavailable, the employer offered two other union representatives. The employee denied both offered representatives because they both had recently been elected to union office and did not have sufficient experience to represent him in the matter. He then asked to delay the meeting until the following morning, but the employer denied the request because, for reasons beyond the scope of this opinion, it had reason to be unsure that the employee would be available the following day for a meeting. The employee refused to answer questions without his chosen representative present. The employer handed the employee a previously prepared suspension letter indicating that the employee was suspended without pay pursuant to the allegations, and required him to surrender his identification badge and remove his personal belongings. The employee's termination letter indicated that both his alleged conduct and his refusal to submit to an investigative interview were causes for his dismissal.

At hearing, a hearing officer for the ISLRB dismissed the Complaint. The ISLRB itself followed suit. On appeal, the 1st District also found in favor of the employer. It held that an employee is not necessarily entitled to his choice of union representative if that representative is unavailable for reasons for which the employer is not responsible, but is entitled to knowledgeable counsel, defined as a representative familiar with the matter under investigation. Under precedent set by the NLRB, the right to knowledgeable counsel includes the right to prior consultation, which is intended to allow the representative to become familiar with the employee's circumstances. Pacific Telephone & Telegraph Co., 262 NLRB 1049 (1982).

It went on to demonstrate that the NLRB has not found a violation in cases where the Union designated a representative, but the employee rejected the Union's choice of representative because he thought the representative was too friendly with the employer. Pacific Gas & Electric Co., 253 NLRB 1143 (1981). However, the NLRB did find a violation where an employee was forced to choose from among three inexperienced representatives despite a fourth, more experienced, representative being available. Consolidation Coal Co., 307 NLRB 976 (1992). Similarly, the NLRB has found violations where an employee prefers one representative over another and is forced instead to choose the less-preferred representative, or where an employer proceeds with an interview with someone who is a co-worker but not a Union steward or agent. GHR Energy Corp., 294 NLRB 1011 (1989);

Williams Pipeline Co., 315 NLRB 1, 4-5 (1994). Finally, the right to knowledgeable Union representation may not interfere with legitimate employer prerogatives. Weingarten.

In the end, the 1st District held that, because the employer had a legitimate, significant interest in holding the meeting immediately, and because the employee's chosen representative was unavailable through no fault of the employer, the employer did not commit a violation by proceeding with the interview with a representative other than the one chosen by the employee.

**1. Refusing to Allow Pool and Papasideris to Represent One Another**

The District argues that the basis for refusing to allow Pool and Papasideris to represent one another in their disciplinary hearings arising out of the December 7 meeting is that the two were both involved in the meeting and therefore had a conflict of interest. Papasideris and Pool both indicated that they would have preferred to have the other serve as their representative. Their inability to do so was not because of some external, unavoidable occurrence, but was explicitly established and enforced by the District.

The District speculates that a conflict of interest could exist between Papasideris and Pool because of the "attorney-like" role that Pool often plays in disciplinary interviews. O'Malley made clear during his testimony that he disfavored Pool's style of representation, and the District goes so far as to argue, without evidence, that its ability to elicit honest and candid answers from witnesses to the December 7 meeting would have been impaired by Pool's presence. O'Malley does not claim that Pool has ever denied the District the ability to conduct an investigation in the way that it sees fit, and did not claim that Pool acts in ways that go beyond defending the contractual rights of Union members. Rather, his objection seems to stem from his belief that, in such a scenario, the District should be "the one asking the questions." Absent any argument that the District could have been prevented from obtaining needed information in an investigative interview, or that it could not have obtained necessary information through other means, O'Malley's distaste for Pool's style of representation is not a legitimate employer prerogative that could justify the denial of an employee's choice of representative. Similarly, evidence that Pool represented employees in a way that O'Malley disagreed with in investigative interviews arising out of situations in which she was not involved does not constitute evidence that Pool could behave in ways that improperly influence an investigation into something with which she was involved.

The District acknowledges that, in the context of civil procedure, the right to challenge an attorney's conflict of interest belongs to the parties potentially aggrieved by the conflict.

Hutchison v. Woodstock Community Unit School Dist. No. 200, 66 Ill. App. 3d 307 (2nd Dist. 1978). However, here, the District makes the argument that it, and not the individual employees it denied the decision of whether or not to allow Pool or Papasideris to represent them, is the aggrieved party by any potential conflict and is therefore in the best position to determine for those employees whether Pool or Papasideris may represent them. Even more surprisingly, the District appears to even be arguing that it is in a better position to determine the interests of Pool and Papasideris than Pool and Papasideris themselves.

Setting aside that the ethical obligations of attorneys in the context of civil procedure do not necessarily bear upon the obligations of Union representatives to its membership, the District's argument turns Hutchison on its head. In that case, the plaintiffs attempted to disqualify the defendants' choice of counsel because that counsel represented the school board, its members, and its superintendent. The 2nd District agreed with the lower court's decision that the plaintiffs had no right to challenge the representation. It reasoned that the parties potentially aggrieved by the conflict of interest are the clients of the attorney, not opposing counsel, and that "it is a basic concept that an attorney may represent divergent interests if his clients do not object thereto." Hutchison at 314. And while the District argues that it is in the best position to determine whether a conflict exists because it is in possession of the necessary facts to make the determination, the evidence as it relates to Pool and Papasideris indicated that neither of them had even the most basic information as to the reason for the January 22 meeting. They were each told only that the other could not attend because they were "also involved," but provided no details of any alleged involvement. They were therefore denied any rational basis upon which they might have been allowed to make the decision for themselves on whether the other would have been conflicted.

I therefore find that Pool and Papasideris were denied their choice of Union representative because, unlike in Village of Streamwood, the employer explicitly acted to prevent them from having their choice of representative. I find further that the employer had no legitimate prerogative to interview one and require that the other not serve as representative. Accordingly, the District's conduct in denying Pool and Papasideris the right to choose to represent one another in their investigatory interview is a violation of Section 14(a)(1) of the Act.

**2. Refusing to Allow Union Representatives to Speak at Investigatory Interview**

The second set of allegations contained within the Complaint is that the District violated Section 14(a)(1) of the Act when it refused to allow Union representatives to speak or participate in investigatory interviews. Pool testified without rebuttal that Sanderson and O'Malley established "ground rules" for her January 24 meeting that required that her Union representatives not speak on her behalf, and that Sanderson refused to answer any questions that Pool raised about the allegations against her. The District offered no testimony, evidence, or argument to contradict the Union's claims on this issue.

As discussed in Village of Streamwood, Weingarten rights exist, in part, so that a knowledgeable Union representative might assist in the investigation by eliciting favorable facts and getting to the bottom of the incident. By refusing to allow even the District's hand-picked Union representatives to participate in the disciplinary interviews, they reduce Union representatives to precisely the kind of "warm body" that the Village of Streamwood plaintiff was concerned about. The District's conduct prohibited Union representatives from defending the contractual rights of the employees being investigated. This has a clear tendency to coerce employees in the exercise of rights protected by the Act. Accordingly, I find that the District violated Section 14(a)(1) of the Act when it prohibited Union representatives from speaking or asking questions during investigatory interviews that could lead to discipline.

**3. Refusing to Allow Pool or Papasideris to Represent Clifton or Juarez in Grievance Proceedings**

Finally, I find that restricting Pool and Papasideris from representing Clifton or Juarez in their grievance proceedings is also a violation of Section 14(a)(1) of the Act. Here, the District again relies on the conflict of interest argument discussed above. In this case, the argument is even less compelling. Pool and Papasideris each received written reprimands on February 4, 2022. There is no evidence or argument indicating that the investigation into Pool or Papasideris continued beyond this date. Juarez's step one grievance meeting was scheduled for April 5, 2022, and occurred on April 6. His step two meeting occurred on May 26. Clifton's step two grievance meeting occurred on May 20, after Papasideris was allowed to attend Clifton's step one meeting on March 25. These meetings concerned grievances of the discipline already issued from the investigatory interviews that Pool and Papasideris were not allowed to attend. Even taking the District's conflict of interest concerns at face

value, there is no chance that having Pool or Papasideris present at grievance meetings could taint an investigation that had already long since concluded.

The District's conduct in restricting Pool or Papasideris from attending Clifton's step two grievance meeting, and Juarez's step one and two grievance meeting, therefore improperly denied Clifton and Juarez their choice of union representative in violation of Section 14(a)(1) of the Act.

**B. 14(a)(1) Retaliation**

The final set of allegations argue that Pool and Papasideris were issued written reprimands because of their union or concerted activity. In cases such as these, the charging party must demonstrate that the employer had an improper motivation for issuing the discipline such that the discipline would not have occurred but for the protected union or concerted activity. Neponset Community Unit School District No. 307, 13 PERI 1089 (IELRB Opinion and Order, July 1, 1997). Here, the Union must first make a *prima facie* showing that (1) Pool and Papasideris were engaged in Union activity, (2) the District was aware of said activity, and (3) that the District took adverse action against them based, in whole or in part, on that activity. Neponset Community Unit School District No. 307. If the Union successfully makes its *prima facie* case, the District must then demonstrate that it would have taken the same action in the absence of protected concerted activity. *Id.*

A *prima facie* case clearly exists. The December 7 meeting was a union meeting, and Pool and Papasideris are Union co-Presidents. The District was aware of these facts. I would also find that the fact that this was a Union meeting was a motivating factor for the issuance of discipline. The record is clear that the December 7 meeting violated the CBA. The Union failed to notify the District of a Union meeting, failed to request a room, and failed to request permission to use District equipment to conduct the meeting, all violations of Section 2.15 of the CBA. The Union claims that its failure to do so was an oversight. The District challenges this assertion, asserting that Pool and Papasideris are sufficiently knowledgeable about the contract that such an oversight would be impossible. The District points to O'Malley's testimony that the Union had never before failed to provide notice or make requests pursuant to Section 2.15. However, the District provides no evidence that the Union's conduct was intentional, that the District suffered any substantial harm from the Union's failure to make the contractually appropriate requests, and provides no alternative basis for the Union's failure to make the requests. Accordingly, there is at least some evidence that discipline was

issued, at least in part, because of the Union activity, and that a *prima facie* case therefore exists.

Further, there seems to be little evidence that the District would have issued the same discipline absent the Union activity in this case. Pool and Papasideris acknowledged that they failed to comply with Section 2.15. In her testimony, Pool said that the Union typically issues a list of meeting dates at the beginning of the school year, and that this meeting was different because it had only been arranged a week or so in advance. Furthermore, the failure to request space or equipment was explained because the Union's secretary, who does not appear to have been involved with this meeting, typically handles those requests. Contrary to O'Malley's testimony, the irregular nature of this meeting could easily have explained any oversights.

Nevertheless, the District issued a written reprimand to Pool and Papasideris. They were both disciplined for misuse of time, despite neither of them being on the clock. Those misuse of time claims were based on other union members that the District alleges clocked back in before returning to the meeting, even though the District provided no evidence other than the meeting itself supporting the idea that Pool or Papasideris caused or instructed them to do so. Further, Papasideris's letter of reprimand accuses her, absent evidence, of being dishonest when she said that she was not sure whether she met with other Union members on December 7.

O'Malley's testimony provides significant insight into the reasons for the discipline. He was dismissive of the Union's argument that its failure to get prior permission to hold the meeting, use Papasideris's classroom, and use District equipment was an oversight. He linked his reasoning for rejecting the Union's explanation to Pool's active role in representing her membership, especially in disciplinary interviews, and her "rule-following" nature as it related to her understanding of the contract. When asked whether Pool's involvement ever compelled the District to take a different course of action, O'Malley referenced her grievances and noted the wide range of influence he perceived her to hold over Union business. His comments, coupled with the unsupported assertion that Papasideris was being dishonest about other meetings that he claimed occurred on December 7, support the idea that the discipline issued to Pool and Papasideris was issued, at least in part, because of Union activity, and likely would not have been issued otherwise. I therefore find that issuing written reprimands to Pool and Papasideris violated Section 14(a)(1) of the Act.

## IV. Conclusions of Law

For these reasons, I find that the District violated Section 14(a)(1) when it denied Pool and Papasideris their Weingarten rights in their investigatory interviews by refusing to allow them to represent one another and by refusing to allow their Union representatives to speak or ask questions in those investigatory interviews. I also find that the District's refusal to allow Pool or Papasideris to represent Clifton at his step two grievance meeting, or Juarez in his step one or two grievance meetings constituted a violation of their Weingarten rights in violation of Section 14(a)(1) of the Act. Finally, I find that the District's conduct in issuing Pool and Papasideris a written reprimand occurred because of, and would not have issued if not for, their union activity, and therefore also constitutes a violation of Section 14(a)(1) of the Act.

## V. Recommended Order

I recommend that Evergreen Park Community High School District 231, and its officers and agents be ordered to:

1. Cease and Desist from:
    a. Refusing to allow employees in bargaining units represented by Evergreen Park High School Education Association, IEA-NEA their choice of Union representative in an investigatory interview that the employee reasonably believes might lead to discipline.
    b. Retaliating against Terri Pool, Anna Papasideris, or any other employee for their involvement in union or other concerted activity for the purposes of collective bargaining or other mutual aid or benefit.
    c. In any other like manner interfering with, restraining, or coercing employees in the exercise of rights guaranteed by the Act.
2. Immediately take the following affirmative action to effectuate the policies of the Act:
    a. Revoke the written reprimands issued to Anna Papasideris and Terri Pool arising out of alleged misuse of time during the December 7, 2021 meeting.
    b. Post on bulletin boards or other places reserved for notices to bargaining unit employees copies of the Notice to Employees attached to this Recommended Decision and Order. Copies of this notice shall be provided by the Executive Director of the Illinois Educational Labor Relations Board and shall be signed by Respondent's authorized representative, posted and maintained for sixty (60) calendar days during which a majority of bargaining unit employees are

working. Reasonable steps shall be taken by the District to ensure that the notices are not altered, defaced, or covered by any other materials.

c. Notify the Executive Director in writing within thirty-five (35) calendar days after receipt of this Recommended Decision and Order of the steps taken to comply with it.

## VI. Right to File Exceptions

Pursuant to Section 1120.50(a)(1) of the Board's Rules and Regulations, Ill. Admin. Code tit. 80 §1120.51(a)(1) (2017), the parties may file written exceptions to this Recommended Decision and Order no later than 21 days after receipt of this decision. Exceptions and briefs must be filed with the Board's General Counsel. If no exceptions have been filed within the 21-day period, the parties will be deemed to have waived their exceptions. Under Section 1110.20(e) of the Board's Rules, parties must send a copy of any exceptions they choose to file to the other parties and must provide the Board with a certificate of service. A certificate of service is "a written statement, signed by the party effecting service, detailing the name of the party served and the date and manner of service." Ill. Admin. Code tit. 80 §1100.20(e). If a party fails to send a copy of its exceptions to the other parties or fails to include a certificate of service, that party's appeal rights with the Board will end.

Dated: April 30, 2025
Issued: Chicago, Illinois

**/s/ Nick Gutierrez**
Nick Gutierrez
Administrative Law Judge

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