

**STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD**

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|---|---|-------------------------|
| Mirella Campos, |) | |
| |) | |
| Charging Party |) | |
| |) | |
| and |) | Case No. 2024-CA-0050-C |
| |) | |
| Board of Trustees of the Univ. of Illinois, |) | |
| d/b/a University of Illinois-Chicago, |) | |
| |) | |
| Respondent |) | |

OPINION AND ORDER

I. Statement of the Case

On March 22, 2024, Mirella Campos (Campos or Charging Party) filed a charge with the Illinois Educational Labor Relations Board (IELRB or Board) alleging that the Board of Trustees of the University of Illinois, d/b/a University of Illinois – Chicago (University or Respondent) committed unfair labor practices within the meaning of Section 14(a) of the Illinois Educational Labor Relations Act (Act or IELRA), 115 ILCS 5/1, *et seq.* Following an investigation, the IELRB’s Executive Director issued a Recommended Decision and Order (EDRDO) dismissing the charge in its entirety. Campos filed timely exceptions to the EDRDO.¹

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 except as necessary to assist the reader.

III. Discussion

Section 1100.20(e) of the Board’s Rules and Regulations (Rules), 80 Ill. Admin. Code 1100-1135, requires documents filed with the Board to be accompanied by 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.” Section 1100.20(e). Failure of a

¹ Although not styled as exceptions, given Campos’ pro se status, we treat her email in response to the EDRDO sent before the exceptions period expired as exceptions.

party to serve a document or to attach a certificate of service may be grounds to strike the document if the failure results in prejudice to another party or demonstrates disregard of the Board's processes. Section 1100.20(f). When a charging party files exceptions to an EDRDO, "copies of all exceptions and supporting briefs shall be served upon all other parties and a certificate of service shall be attached." Section 1120.30(c). The Board consistently has stricken exceptions where a party has failed to provide a certificate of service or otherwise demonstrated that the exceptions have been served on the other parties. *Int'l Union of Operating Engineers, Local 143-143-B*, 21 PERI 23, Case No. 2004-CB-0013-C (IELRB Opinion and Order, February 17, 2005). The Appellate Court approved this practice in *Jones v. IELRB*, 272 Ill. App. 3d 612, 650 N.E.2d 1092 (1st Dist. 1995). In *Cahokia Federation of Teachers*, 19 PERI 1098, Case No. 2002-CB-0001-S (IELRB Opinion and Order, February 27, 2003), the Board found that the charging party's cc at the end of her exceptions listing names and addresses of respondent's representatives met the certificate of service requirement because it had all the characteristics listed in Section 1100.20(e). Likewise, exceptions filed by an email to the Board's general email address and simultaneously cc'd to the other party's representative could meet the certificate of service requirement. See *Ortega/Des Plaines Educational Personnel Association, IEA-NEA*, 41 PERI 13, Case No. 2022-CB-0007-C (IELRB Opinion and Order, June 18, 2024).

In this case, Campos filed her exceptions via email and did not attach a certificate of service to her exceptions or otherwise demonstrate that she served her exceptions upon the University. Campos was informed of this requirement in the "Right to Exceptions" section of the EDRDO, instructing her that:

[E]xceptions 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." (Emphasis in the original.)

The University did not file a response to Campos' exceptions. That could be because she did not serve her exceptions on the University, prejudicing them because she denied them an

adequate opportunity to respond. Or it could be because Campos served her exceptions on the University, but it elected not to respond. If she served her exceptions on the University, and they elected not to respond, her failure to attach a certificate of service demonstrates a disregard for the Board's processes that were clearly specified to her in the EDRDO. Therefore, we strike Campos' exceptions.

Even if Campos had attached a certificate of service to her exceptions, nothing in her exceptions warrants overturning the Executive Director's dismissal of the charge. The Executive Director dismissed Campos' charge because there was no evidence that the University's decision to deny her release time request to attend a bargaining session interfered with her rights under the IELRA. Campos' exceptions consist of her contention that the University also denied her fellow bargaining unit members' requests for release time to attend bargaining sessions. In support of this, she attached several documents to her exceptions that were not submitted during the investigation. Evidence that is not submitted to the Executive Director during the investigation cannot be considered by the Board on appeal. *Chicago Teachers Union*, 39 PERI 117, Case No. 2022-CB-0005-C (IELRB Opinion and Order, May 10, 2023); *Lake Forest School District No. 67*, 22 PERI 32, Case Nos. 2005-CB-0003-C and 2005-CA-0008-C (IELRB Opinion and Order, February 21, 2006). Likewise, the IELRB will not consider facts raised for the first time in front of the Board. *Chicago School Reform Board of Trustees*, 16 PERI 1043, Case No. 99-CA-0003-C (IELRB Opinion and Order, April 13, 2000); *Chicago Teachers Union (Day)*, 10 PERI 1008, Case No. 93-CB-0028-C (IELRB Opinion and Order, November 10, 1993). Issues raised for the first time in exceptions found to be prejudicial to the opposing party should not be considered. *Chicago Board of Education*, 6 PERI 1082, Case Nos. 90-CA-0030-C, 90-CB-0008-C (IELRB Opinion and Order, May 22, 1990); *Chicago Board of Education*, 6 PERI 1052, Case Nos. 90-CA-0012-C, 90-CA-0013-C (IELRB Opinion and Order, March 14, 1990). Even if Campos had attached a certificate of service, her exceptions consisting of newly raised arguments and evidence could not be considered by the Board.

IV. Order

For the reasons discussed above, IT IS HEREBY ORDERED that the exceptions are stricken. 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: **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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**STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD**

Mirella Campos,

Charging Party,

and

Board of Trustees of the University of Illinois, d/b/a
University of Illinois-Chicago,

Respondent.

Case No. 2024-CA-0050-C

EXECUTIVE DIRECTOR'S RECOMMENDED DECISION AND ORDER

I. THE UNFAIR LABOR PRACTICE CHARGE

On March 22, 2024, Charging Party Mirella Campos filed an unfair labor practice charge with the Illinois Educational Labor Relations Board (IELRB or Board) in the above-captioned case, alleging that Respondent, Board of Trustees of the University of Illinois, d/b/a University of Illinois-Chicago, violated Section 14(a) of the Illinois Educational Labor Relations Act, 115 ILCS 5/1, *et seq.*, (2012), *as amended*. 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, Mirella "Layla" Campos (Campos) was employed by the Board of Trustees of the University of Illinois, d/b/a University of Illinois-Chicago (University). The University is an educational employer within the meaning of Section 2(a) of the Act. Service Employees International Union, Local 73 (Union), is 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 certain of the University's employees. At all times material, Campos was a member of the aforementioned bargaining unit.

B. Facts Relevant to the Unfair Labor Practice Charge

On March 18, 2024, the Union's Technical bargaining unit and the University held a bargaining session from 10:00 a.m. to 2:00 p.m. Campos is the co-captain of the Technical unit. She states that she sent a text message in the morning of March 18, the date of the bargaining session, to the University's Director of Internal Medicine, Stephen Goldston, and Assistant Director Amy Butler asking to be released from work that morning to attend. Her request was apparently denied by Goldston because there was no coverage for her job duties. Campos alleges that her workload on March 18 was substantially similar to other dates for which she was released to attend bargaining sessions and includes a statement from a co-worker who states that the Internal Medicine clinic for which Campos works would have been able to manage the workload if she had been allowed to attend the session.

At 12:39 p.m. on March 18, a Union representative emailed the University asking for Campos to be released until 2:00 p.m. The Union representative noted that, because Campos did not have advance notice that she could not be released from work, the Union was unable to arrange for someone to take her place at the bargaining table that morning.

III. THE PARTIES' POSITIONS

Campos's charge alleges that the University violated Section 14(a)(1) of the Act when it failed or refused to release her to attend the bargaining session. The University denies that the complained-of conduct violates the Act.

IV. DISCUSSION

For a complaint to issue, Campos must demonstrate that sufficient evidence exists to support a finding that the Act has been violated, presuming that evidence is not rebutted at hearing. Lake Zurich, 1 PERI 1031 (IELRB Opinion and Order, November 30, 1984). Section 14(a)(1) of the Act prohibits educational employers from interfering, restraining, or coercing employees from exercising the rights guaranteed by Section 3 of the Act. 115 ILCS 5/14(a) (2022). Those rights include the right to engage in, or refuse to engage in, union or concerted activity for the purposes of collective bargaining or other mutual aid or benefit. 115 ILCS 5/3(a) (2019).

While Campos's charge alleges that she was not allowed to participate in a bargaining session, she provides no evidence that the employer's actions interfered with, restrained, or coerced her from exercising the rights protected by the Act. The employer's actions in refusing to allow her to participate in bargaining appear to be based on a need to ensure adequate staffing. Campos apparently waited until the morning of March 18, the very day bargaining sessions were to begin, to request time away from her work to attend negotiations via a text message, which could not be deemed as adequate notice to the University to cover her work area and responsibilities at the last minute. Although Campos provides some evidence that the clinic may have been adequately staffed even if she was released for bargaining, she does not provide any evidence that the University's actions were intended to deny her of the right to engage in collective bargaining or any other protected activity. She also provides no evidence of an alternative explanation for the University's actions, no evidence that the University took any adverse action against her for being a member of the Union's bargaining team, no evidence of any other sessions she was precluded from attending, and no evidence of anti-union animus underpinning the University's decision to deny her the ability to attend the bargaining session on March 18. See City of Burbank v. ISLRB, 128 Ill. 2d 335 (1989), Harden County Education Assn. v. IELRB, 174 Ill. App. 3d 168 (4th Dist. 1988).

Because there is no evidence that the University's decision to deny Campos the ability to attend the March 18 bargaining session was intended to interfere with, restrain, or coerce her from exercising the rights protected by Section 3 of the Act, there is no issue of law or fact upon which a complaint for hearing may issue.

V. ORDER

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

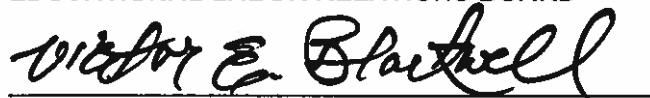
VI. RIGHT TO EXCEPTIONS

In accordance with Section 1120.30(c) of the Board's Rules and Regulations (Rules), Ill. Admin. Code tit. 80, §§1100-1135, 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. 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 15th day of May, 2025.

STATE OF ILLINOIS

EDUCATIONAL LABOR RELATIONS BOARD

A handwritten signature in black ink, reading "Victor E. Blackwell", is written over a horizontal line.

Victor E. Blackwell
Executive Director

Illinois Educational Labor Relations Board
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