STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD

Tonja Hester, Charging Party and Harrisburg Education Association, IEA-NEA, Respondent	)	Case No. 2025-CB-0013-C

OPINION AND ORDER

I. Statement of the Case

On February 13, 2025, Tonja Hester (Hester or Charging Party) filed an unfair labor practice charge with the Illinois Educational Labor Relations Board (Board or IELRB) in the above-referenced matter alleging that Harrisburg Education Association, IEA-NEA (Association or Respondent) 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 as untimely filed. Hester filed timely exceptions to the EDRDO, and the Association filed a timely 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

Hester's first exception is that the Executive Director excluded or omitted evidence from the investigative record that she submitted during the investigation of her charge. In particular, she complains that the Executive Director omitted her communication with the Association's President and Regional Director clarifying contradictory state-

ments and representational obligations. Just because the EDRDO does not recite all the details contained in the documents that Hester submitted does not demonstrate that the Executive Director failed to consider her evidence. The Executive Director properly distilled what was relevant from those documents. The charge was dismissed because there was no evidence that the Association violated the Act.

Hester's second exception is that the EDRDO inaccurately applied the "statute of limitations" in Section 15 of the Act that no order shall issue based upon any unfair labor practice occurring more than six months prior to the filing of a charge with the Board. She asks the Board to allow tolling of the six-month time period because the Association fraudulently concealed critical Memorandum of Understanding (MOU) language changes, which confused her and lead to her delayed awareness that she was excluded from the salary audit agreement (agreement). Tolling suspends or stops the running of a statute of limitations; it is equivalent to a clock stopping and then restarting. 25 Ill. Law and Prac. Limitations of Actions § 71. But the six-month time period in Section 15 of the Act is not a statute of limitations, it is jurisdictional in nature and cannot be tolled. *Charleston Community Unit School District No. 1 v. IELRB*, 203 Ill. App. 3d 619, 561 N.E.2d 331, (4th Dist. 1990). It begins to run when the party aggrieved by the alleged unlawful conduct either has knowledge of it, or reasonably should have known of it, regardless of whether that person understands the legal significance of the conduct. *Jones v. IELRB*, 272 Ill. App. 3d 612, 650 N.E.2d 1092 (1st Dist. 1995); *Charleston*, 203 Ill. App. 3d 619, 561 N.E.2d 331; *Wapella Education Association v. IELRB*, 177 Ill. App. 3d 153, 531 N.E.2d 1371 (4th Dist. 1988). Only acts that occur within the six-month time period can serve as the basis for a timely charge. *City Colleges of Chicago (Johnson)*, 12 PERI 1004, Case No. 95-CA-0073-C (IELRB Opinion and Order, September 1, 1995). The Board lacks jurisdiction to act on an unfair labor practice charge that has not been timely filed. *Charleston*, 203 Ill. App. 3d 619, 561 N.E.2d 331. Hester was put on notice by her UniServ Director that she was going to be excluded

from the agreement on June 12, 2024, eight months and one day before she filed her charge.

In Hester's third exception, she requests that the Board independently investigate the details, timing, and transparency of the Association's alteration of the MOU's language, explicitly considering representational obligations and ethical duties owed to Association members. Unfair labor practice charge investigations are initiated when the charging party, who can be an educational employee, employer or labor organization, files a charge. 80 Ill. Adm. 1120.20(a) & 1120.30. In unfair labor practice cases, it is up to the charging party, Hester in this case, to submit evidence in support of their charge. 80 Ill. Adm. Code 1120.30(b)(1). Hester's failure to submit evidence to substantiate her claim that the Act was violated does not trigger the Board to take additional action on her behalf.

Hester's fourth exception is that an investigatory meeting was not conducted. The Board's Rules and Regulations provide that during the investigation of an unfair labor practice charge, "[t]he Executive Director *may* hold an investigatory conference with the parties when *the Executive Director determines* that the investigatory conference will facilitate efforts to explore whether the charge can be resolved informally or the facts stipulated and to further develop the record for determination of whether the charge states an issue of law or fact." 80 Ill. Adm. Code 1120.30(b)(3) (emphasis added). The rule does not require the Executive Director to hold an investigatory conference. Moreover, it grants the Executive Director, not the parties, discretion to decide whether an investigatory conference is necessary. The Executive Director's refusal of Hester's request for an investigatory conference does not warrant overturning the EDRDO.

Hester argues that denying her an investigatory conference without justification violates her right to due process, citing *Logan v. Zimmerman Brush Co.*, 455 U.S. 422 (1982). In that case, an employee filed a timely charge with the Illinois Fair Employ-

ment Practices Commission (Commission) alleging unlawful termination in violation of the Illinois Fair Employment Practices Act (FEPA).[1] The Commission inadvertently scheduled the statutorily required fact finding conference for a date five days after expiration of the 120-day statutory period to convene the conference. Although the Commission denied the employer's motion that the charge be dismissed for failure to hold a timely conference, the Illinois Supreme Court held that the failure to comply with the 120-day requirement deprived the Commission of jurisdiction to consider the employee's charge. The United States Supreme Court reversed and remanded the matter back to the Commission, finding that dismissal of the charge for reasons beyond the employee's control violated due process. *Logan* is clearly distinguishable from the case before the Board for several reasons. First, unlike the statutorily required fact finding conference in *Logan*, investigatory conferences are not required by the IELRA or the Board's Rules and Regulations. Second, Hester's charge was not dismissed because there was no investigatory conference, whereas the employee in *Logan*'s charge was dismissed because there was no fact-finding conference. Third, the lower court's determination that the Commission's failure to comply with the 120-day statutory requirement deprived the Commission of jurisdiction to consider the charge, which the U.S. Supreme Court overturned, is dissimilar to the Executive Director's determination in this case that the untimeliness of Hester's charge renders it outside the Board's jurisdiction. The Board is without jurisdiction in this case because of Hester's inaction, her failure to file a charge within the six-month statutory time period. In contrast, the Commission in *Logan* was without jurisdiction because of the Commission's inaction, its failure to hold a conference during the 120-day period. Thus, Hester's due process rights were not violated because the Executive Director did not hold an investigatory conference.

[1] The Commission has been replaced by the Department of Human Rights and the Human Rights Commission. FEPA has been replaced by the Illinois Human Rights Act.

Hester's fifth exception is that the Association's actions resulted in considerable equitable impact upon her. The same can likely be said about most charging parties with cases before the IELRB, regardless of whether they have a cognizable claim under the IELRA. But in all cases, including Hester's, the charge must be timely filed for the Board to find a violation of the Act and order a remedy. Because Hester's charge was untimely, the Board has no jurisdiction to consider whatever equitable impact may have resulted from the Association's conduct.

Hester's final exception is that the Association breached its duty of fair representation by refusing or failing to file timely grievances and providing inaccurate procedural reasons for its refusals. 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." It is well established that Section 14(b)(1) encompasses a duty of fair representation. *Rock Island Education Association (Adams)*, 10 PERI 1045, Case No. 93-CB-0025-C (IELRB Opinion and Order, February 28, 1994). A union does not violate its duty of fair representation unless it engages in intentional misconduct. Intentional misconduct consists of actions that are conducted in a deliberate and severely hostile manner, or fraud, deceitful action or conduct. *Jones*, 272 Ill. App. 3d 612, 650 N.E.2d 1092; *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. *Mundelein Education Association, IEA-NEA*, 32 PERI 23, Case No. 2015-CB-0005-C (IELRB Opinion and Order, July 16, 2015); *Chicago Teachers Union (Oden)*, 10 PERI 1135, Case No. 94-CB-0015-C (IELRB Opinion and Order, November 18, 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. While a union has a duty to conduct a good faith investigation of the merits of each claim, a union has discretion in deciding how far to pursue employees' complaints. *Jones*, 272 Ill. App. 3d 612, 650 N.E.2d 1092. "The exercise of that discretion would properly be 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 as a whole. *Jones*, 272 Ill. App. 3d 622-23, 650 N.E.2d 1099.

In this case, Hester asserts that the Association initially told her that it would not represent her in filing a grievance because she was the only one in the Association affected by the pay discrepancy. She reports that the Association subsequently agreed to revisit the issue and determine whether to file a grievance on her behalf. Although the Association sought to include Hester in the agreement, she was ultimately not included because she did not fall under any of the scenarios contained within the MOU. The Association entered into an agreement that benefited other employees but excluded Hester. The Association acknowledged that its handling of the education credit hours issue resulted in a MOU that was best for the bargaining unit, even if it did not result in a salary increase for Hester personally. While the Association must represent the entire membership, individual interests may be yielded in deference to the majority. *NEA, IEA, North Riverside Education Ass'n (Callahan)*, 10 PERI 1062, Case No. 94-CB-0005-C (IELRB Opinion and Order, March 29, 1994); *Prairie State College*, 9 PERI 1093, Case Nos. 93-CA-0035-C, 93-CB-0017-C (IELRB Opinion and Order, May 28, 1993). *Chicago Board of Education*, 6 PERI 1082, Case Nos. 90-CA-0030-C, 90-CB-0008-C (IELRB Opinion and Order, May 22, 1990). Just because Hester did not benefit does not establish that the Association engaged in intentional misconduct. Unions have 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 the union's conduct appears to

have been motivated by vindictiveness, discrimination, or enmity. *Jones,* 272 Ill. App. 3d 612, 650 N.E.2d 1092 (1st Dist. 1995). The Association's conduct does not establish intentional misconduct or indicate that the Association was not acting within the wide range of discretion it has in representing the bargaining unit. The Association acted within that discretion and handled the issue in a manner that it believed benefited the membership as a whole.

IV. Order

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

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: **September 17, 2025**
Issued: **September 17, 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

Harrisburg Education Association, IEA-NEA,	)	
	)	
Respondent,	)	
	)	
and	)	Case No. 2025-CB-0013-C
	)	
Tonja Hester,	)	
	)	
Charging Party.	)	

EXECUTIVE DIRECTOR'S RECOMMENDED DECISION AND ORDER

I. THE UNFAIR LABOR PRACTICE CHARGE

On February 13, 2025, Charging Party, Tonja Hester, filed an unfair labor practice charge with the Illinois Educational Labor Relations Board (IELRB or Board) in the above-captioned case, alleging that Respondent, Harrisburg Education Association, IEA-NEA, violated Section 14(b) of the Illinois Educational Labor Relations Act (Act), 115 ILCS 5/1, *et seq.*[1] 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. FACTS

a. Jurisdictional Facts

Harrisburg Unit District 3 (District) is an educational employer within the meaning of Section 2(a) of the Act. Tonja Hester (Hester) is an educational employee within the meaning of Section 2(b) of the Act. Harrisburg Education Association, IEA-NEA (Union) is a labor organization within the meaning of Section 2(c) of the Act and is the exclusive representative of a bargaining unit representing all full-time and part-time certificated teaching personnel, including librarians, school nurses, and guidance personnel within the meaning of Section 2(d) of the Act.

b. Facts Relevant to the Unfair Labor Practice Charge

At all times material, the District employed Hester as a guidance counselor at Harrisburg High School.

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[1] Hester filed a charge against the Harrisburg Unit District 3 arising from the same events wherein she alleged a violation of Section 14(a) of the Act in IELRB Case No. 2025-CA-0049-C.

At all times material, Hester was member of the bargaining unit represented by the Union. Between 2014 and 2022, the District employed Michael Gauch (Gauch) as its superintendent. From January 2023 to present, the District employed Dr. Amy Dixon (Dixon) as its superintendent. At all times material, the District employed Julie Martin (Martin) as a first-grade teacher at West Side Primary School. At all times material, Martin was a member of the bargaining unit represented by the Union. Martin held leadership positions with the Union, including President from 2022 until 2024. At all times material, the Illinois Education Association employed Cathy Stewart (Stewart) as a UniServ Director. At all times material, Stewart's duties included working with the Union.

At all times material, the Union and the District were parties to a collective bargaining agreement (CBA) effective through June 30, 2025. The CBA provided a salary schedule based on an employee's educational degree and additional educational credits. For example, under this schedule, an employee with a bachelor's degree earned a set base salary, but an employee with a bachelor's degree and 16 additional educational credits earned a higher set base salary. The maximum base salary applied to an employee with a master's degree and 32 additional educational credits. Section 8.2 of the CBA set forth the criteria necessary for the application of these salary schedules. Most relevantly, subsection B provides that

> Credit, determined by the following criteria will be given only for courses completed after the date on which a Master's Degree was awarded. Prior approval of the Superintendent and one of the criteria must be met.
> -- Credit for course work in the specific field in which the teacher is practicing or is qualified will be honored which are 400 or 500 level courses.
> -- Credits for course work in a university-approved program to a Doctor's Degree will be honored.
> -- Credits for course work in a university approved program leading to a Specialist's Degree will be honored for 400 or 500 level courses which constitute specialization in the area in which the person is teaching.
> --Credits for course work in a university-approved program leading to a Master's Degree, which has received approval from the Superintendent, will be honored. All certified staff who were employed prior to July 1, 1985, and who are currently actively pursuing a course of study, which results in receiving eligible additional credits, will be approved for placement on the salary schedule.

Hester obtained a master's degree and 32 hours of educational credit. However, she earned those hours prior to receiving her degree, making her ineligible for the increased salary.

Beginning in or around 2015 and continuing through the underlying matter, Hester engaged in instances of concerted activity. In 2015, she and a co-worker identified possible cheating by a relative of a District official on the ACT and reported their findings to Gauch. Ultimately, Hester reported the cheating to the ACT. In late 2019 and early 2020, Hester initiated a grievance regarding the excessive salary given to the wife of a District board member. As a result of these instances, and other occasions, Hester claims to have experienced increased hostility from District officials.

In or around February 2024, Hester learned that other employees, with similar or identical educational experience to herself, may have received salaries inconsistent with the CBA's salary schedule. She first raised this issue in an email, dated February 29, to a District official. In March, she shared her suspicions with Martin and asked whether the Union could initiate an audit. She told Martin that she spoke with Dixon about the issue. Throughout March, Hester continued to advocate for a salary audit.

During this time, and in response to Hester's entreaties, the District began an audit and engaged with the Union in review of the ongoing audit. The audit showed that Hester's suspicions were correct and that Gauch awarded salaries inconsistent with the scenarios provided for in the CBA to certain employees. At a May 2 meeting, the Union requested that the District review the salary records of Hester and two other employees. The Union and the District agreed to the review of those salary records and agreed to credit any other unit member with an increased salary consistent with the terms of Gauch's past deviations. Dixon directed that any unit member who believed they possessed sufficient educational credits to contact her for a review. On May 13, the Union submitted a Freedom of Information Act (FOIA) request to the District seeking a copy of the completed salary audit. On or around May 29, Hester contacted Stewart to discuss her educational credits. Following this discussion, Stewart advised Hester that her educational history may not align with the deviations from the CBA that Gauch allowed but that the Union would submit Hester's records for consideration.

On June 6, the Union submitted a draft salary audit agreement to the District. On June 7, Dixon requested that the Union amend the agreement to exclude Hester. On June 12, Stewart notified Hester that District intended to exclude her from the agreement. Later that month, on June 26, Martin sent out an email

to the unit members notifying them of the finalized salary audit agreement. That agreement identified five employees who were awarded increased salaries inconsistent with the CBA and two additional employees eligible for credit, none of which included Hester. The parties based the decision on four scenarios; the first of which contemplated "Graduate level content courses taken concurrently while working toward a master's degree, but prior to obtaining the degree, for the purpose of acquiring credentials necessary to teach college dual credit courses or other education credentials valuable to the district and its students."

On July 16, the Union and the District formalized a memorandum of understanding (MOU) for the salary audit agreement. The MOU amended the language of the first scenario to read that the District agrees to "[r]ecognize graduate level courses taken prior to obtain a master's degree for the purpose of acquiring credentials to teach dual credit courses or other educational credentials valuable to the district and its students." The District's board approved the MOU on the same day. The parties completed execution of the MOU on July 22, and the last of the four employees identified in the MOU executed it on August 16.

Following these events, Hester continued to advocate for increased pay and met with the Union and the District several times. In or around December 2024 and January 2025, Hester first learned about the change in language from the salary audit agreement to the MOU.

III. THE PARTIES' POSITIONS

Hester asserts that the Union violated the Act by violating its duty of fair representation when it agreed to exclude her from the benefits of an agreement reached with the District regarding the adjustment of pay rates. The Union asserts that Hester untimely filed her charge and that even if she timely filed her charge, she fails to state a *prima facie* case for a violation of the Act.

IV. DISCUSSION AND ANALYSIS

a. Standard for a Complaint

Before an unfair labor practice complaint can issue, the Board must "decide whether its investigation of the charge establishes a prima facie issue of law or fact sufficient to warrant a hearing of the charge." *Lake Zurich School District No. 95*, 1 PERI 1031, Case No. 1984-CA-0003 (IELRB Opinion and Order, November 30, 1984). For a complaint to issue, "the investigation must disclose adequate credible

statements, facts, or documents which, if substantiated and not rebutted in a hearing would constitute sufficient evidence to support a finding of a violation of the Act." *Id.*

As set forth in *Brown County Community Unit School District No. 1*, 2 PERI 1096, Case No. 1985-CA-0057-S (IELRB Opinion and Order, July 31, 1986), the *Lake Zurich* standard for a complaint requires an assessment of all the evidence presented during the investigation. *Id.* The charging party must establish a *prima facie* violation, but the investigator must also review the respondent's evidence. *Id.* If that evidence shows that the charging party's facts are erroneous or does not rebut the respondent's evidence, no complaint should issue, because a *prima facie* case is no longer stated. *Id.*

b. The Timeliness of the Charge

Section 15 of the Act provides that "[n]o order shall be issued upon an unfair practice occurring more than 6 months before the filing of the charge alleging the unfair labor practice." 115 ILCS 5/15. This language applies a jurisdictional limitation to the Board's authority. *Charleston Cmty. Unit Sch. Dist. No. 1 v. IELRB*, 203 Ill. App. 3d 619, 623 (4th Dist. 1990). The six-month 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, regardless of whether that person understands the legal significance of the conduct. *Jones v. IELRB*, 272 Ill. App. 3d 612, 620 (1st Dist. 1995).

There is no dispute that Hester knew that the Union conceded to Hester's exclusion from the benefits of the salary audit agreement on June 12, 2024. Whether, as Hester argues, the language of the contemplated scenarios changed as the salary audit agreement became the MOU does not change the fact that Hester knew of her exclusion on June 12, and she should have known that the Union may have breached its duty of fair representation on June 12. She may have continued to advocate for her inclusion or a pay increase independently, but these actions establish her knowledge of her exclusion and of the Union's decision to no longer advocate on her behalf in this matter. Hester filed her charge on February 13, 2025, more than six months after the date on which she learned of the alleged violation of the Act. Accordingly, her charge falls outside the jurisdiction of the Board.

c. Section 14(b)(1) Charge

Even if Hester did timely file her charge, she does not allege facts sufficient to establish a *prima facie* case for a violation of the Act. Section 14(b)(1) of the Act prohibits an employee organization from "restraining or coercing employees in the exercise of the rights guaranteed under this Act, provided that a labor organization or its agents shall commit an unfair labor practice under this paragraph in duty of fair representation cases only by intentional misconduct in representing employees under this Act." 115 ILCS 5/14(b)(1). A union bears a duty of fair representation to its membership. *Rock Island Educ. Ass'n, IEA-NEA (Adams)*, 10 PERI ¶ 1045 (IELRB, February 28, 1994). A union does not violate this duty unless it engages in intentional misconduct. The Appellate Court and the Board apply a two-part test to determine whether a union has committed intentional misconduct within the meaning of section 14(b)(1): the charging party first must establish that the union's conduct was intentional and directed at the charging party; then it must show that the union's intentional action occurred because of and in retaliation for the charging party's past actions, or because of the charging party's status, such as his or her race, gender, or national origin, or because of animosity between the charging party and the union's representatives, such as that based on personal conflict or the charging party's dissident union support. *Jones*, 272 Ill. App. 3d at 625-27; *see also Paxton-Buckley-Loda Education Association v. IELRB*, 304 Ill. App. 3d 343, 349 (4th Dist. 1999); *see also Metropolitan Alliance of Police v. ISLRB*, 345 Ill. App. 3d 579 588-89 (1st Dist. 2003). Intentional misconduct requires a showing of more than negligence, incompetence, poor judgment, or even gross negligence; it must be severely hostile or fraudulent and deceitful conduct. *Rock Island Educ. Ass'n*, 10 PERI ¶ 1045; *Jones*, 272 Ill. App. 3d at 625.

The evidence establishes that the Union decided to cease advocating for Hester's inclusion with the beneficiaries of the MOU. However, the evidence does not show or even suggest that this decision occurred because of and in retaliation for Hester's past actions or status. None of Hester's prior actions, concerted or otherwise, connect to the Union's conduct. Hester may assert that certain of the Union's leadership personally disliked her or engaged in favoritism, but no evidence supports this assertion. Absent that

evidence and more, Hester cannot establish the severely hostile or fraudulent and deceitful conduct necessary to state a *prima facie* case for a violation of Section 14(b)(1).

V. RECOMMENDED ORDER

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

VI. RIGHTS TO EXCEPTIONS

In accordance with Section 1120.30(c) of the Board's Rules and Regulations (Rule), Ill. Admin. Code, tit. 80, §§ 1100-1135, parties may file written exceptions to this Recommended Order and Decision together with briefs in support of those exceptions, not later than 14 days after service hereof. Parties may file responses to the exceptions and briefs in support of the responses not later than 14 days after service of the exceptions. Exceptions and responses must be filed, if at all, at ELRB.mail@illinois.gov and with the Board's General Counsel, 160 North LaSalle Street, Suite N-400, Chicago, Illinois 60601-3103. Pursuant to Section 1100.20(e) of the rules, the exceptions sent to the Board must contain a certificate of service, that is **"a written statement, signed by the party effecting service, detailing the name of the party served and the date and manner of service**." If any party fails to send a copy of its exceptions to the other party or parties to the case, or fails to include a certificate of service, that party's appeal will not be considered, and that party's appeal rights with the Board will immediately end. See Section 110.20 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.

Dated: June 2, 2025
Issued: Chicago, Illinois

Victor E. Blackwell

Victor E. Blackwell, Executive Director

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