

STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD

Lenin Bassett,	)	
	)	
Charging Party	)	
	)	
and	)	Case No. 2026-CB-0044-C
	)	
Service Employees Int'l Union, Local 73,	)	
	)	
Respondent	)	

OPINION AND ORDER

I. Statement of the Case

On May 13, 2026, Lenin Bassett (Bassett or Charging Party) filed a charge with the Illinois Educational Labor Relations Board (Board) in the above-captioned matter alleging that Service Employees International Union, Local 73 (Union 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).¹ Following an investigation, the Board's Executive Director issued a Recommended Decision and Order (EDRDO) dismissing the charge in its entirety on August 20. Bassett filed timely exceptions to the EDRDO on August 23 and the Union filed a timely response on August 25.

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

The Executive Director dismissed Bassett's charge because he presented no evidence that the Union's decision not to arbitrate his grievance was fraudulent, deceitful, or deliberately hostile, or intended to deny him a right guaranteed him by the Act for any impermissible purpose. Bassett submitted thirteen exceptions to the EDRDO. The central theme of the exceptions is that the Union was wrong to consider Bassett's reinstatement with backpay a full and complete resolution of his

¹ All dates referenced occur in 2026, unless otherwise indicated.

grievance when references to the District's efforts to terminate his employment remained in his personnel record.

Section 14(b)(1) of the IELRA prohibits labor organizations or their agents from "[r]estraining or coercing employees in the exercise of the rights guaranteed under this Act, provided that a labor organization or its agents shall commit an unfair labor practice under this paragraph in duty of fair representation cases only by intentional misconduct in representing employees under this Act." Intentional misconduct consists of actions that are conducted in a deliberate and severely hostile manner, or fraud, deceitful action, or conduct. *Norman Jones v. IELRB*, 272 Ill. App. 3d 612, 650 N.E.2d 1092 (1st Dist. 1995); *University of Illinois at Urbana (Rochkes)*, 17 PERI 1054, Case Nos. 2000-CB-0006-S, 2001-CA-0007-S (IELRB Opinion and Order, June 19, 2001). Thus, intentional misconduct is more than mere negligence or the exercise of poor judgment. *Chicago Teachers Union (Oden)*, 10 PERI 1135, Case No. 94-CB-0015-C (IELRB Opinion and Order, November 18, 1994); *NEA, IEA, North Riverside Education Ass'n (Callahan)*, 10 PERI 1062, Case No. 94-CB-0005-C (IELRB Opinion and Order, March 29, 1994); *Rock Island Education Association, IEA-NEA (Adams)*, 10 PERI 1045, Case No. 93-CB-0025-C (IELRB Opinion and Order, February 28, 1994).

In this case, the record does not demonstrate that the Union engaged in intentional misconduct toward Bassett. Instead, it reveals that the Union informed Bassett that it would not advance his grievance to arbitration because the grievance was already resolved and Bassett suffered no loss of pay. 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. Although Bassett may be unhappy with the representation he received, the Union has a wide range of discretion in representing a bargaining unit and its failure to take all the steps it might have taken to obtain the outcome desired by a bargaining unit member does not violate the Act unless its conduct appears to have been motivated by vindictiveness, discrimination, or enmity. *Jones*, 272 Ill. App. 3d 612, 650 N.E.2d 1092; *Rochkes*, 17 PERI 1054. "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. Nothing in the record demonstrates that the Union acted outside of that wide

range of discretion in its conduct toward Bassett. Instead, the Union acted within its wide range of discretion and determined that because the District granted Bassett reinstatement and full backpay, arbitration was not warranted.

In its response, the Union asserts that the Board's decision should not rely on new evidence, factual allegations, or theories in Bassett's exceptions that were not presented during the investigation. The Union does not specify what additional evidence, allegations, or theories Bassett presented for the first time with his exceptions. Bassett attached an index of exhibits with his exceptions entitled "Charging Party List". The file only contains the list; it does not include the exhibits themselves. Some items on the list are already part of the record, submitted to the investigator by either Bassett or the Union. The Board may rely on evidence that is part of the investigative record in its decision. The list includes the EDRDO, which we appropriately rely upon in this decision. The body of the email to which Bassett attached his exceptions has a list of exhibits A through L that corresponds with the "Charging Party List" also attached to the email. With the exception of F, there are blank spaces under each exhibit listed in the body of the email. Under F, there is an excerpt from a text message communication between Bassett and Union representative Doug Taylor. This appears to be the only evidence that Bassett submitted for the first time in his exceptions. The Board will not consider facts raised for the first time in front of the Board. *Chicago Teachers Union*, 39 PERI 117, Case No. 2022-CB-0005-C (IELRB Opinion and Order, May 10, 2023). Moreover, "[i]ssues raised for the first time in exceptions found to be prejudicial to the opposing party should not be considered." *North Shore School District 112*, 39 PERI 60, Case No. 2022-CA-0033-C (IELRB Opinion and Order, October 22, 2022). Accordingly, we have not considered Charging Party Exhibit F and any newly raised allegations or theories in this decision.

IV. Order

For the reasons discussed above, IT IS HEREBY ORDERED that the Executive Director's Recommended Decision and Order is affirmed and the charge is dismissed 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: **October 14, 2026**

Issued: **October 14, 2026**

/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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