



**STATE OF ILLINOIS  
ILLINOIS LABOR RELATIONS BOARD  
STATE PANEL**

International Brotherhood of Teamsters,	)	
Local #50,	)	
	)	
Charging Party,	)	
	)	
and	)	Case No. S-CA-22-005-C
	)	
Village of Washington Park,	)	
	)	
Respondent.	)	

**ADMINISTRATIVE LAW JUDGE’S RECOMMENDED COMPLIANCE DECISION  
AND ORDER**

On July 12, 2021, the International Brotherhood of Teamsters, Local #50 (Charging Party) filed an unfair labor practice charge with the State Panel of the Illinois Labor Relations Board alleging that the Village of Washington Park (Respondent) violated Section 10(a) of the Illinois Public Labor Relations Act, 5 ILCS 315 (2018), *as amended* (Act). The charge was investigated in accordance with Section 11 of the Act, and on November 22, 2021, the Board’s Executive Director issued a Complaint for Hearing. The complaint alleged that the Respondent violated Sections 10(a)(4) and (1) of the Act when the Respondent repudiated and failed to maintain existing terms and conditions of employment by refusing to abide by contract terms and prevented the grievance process from working in repudiation of the parties’ collective bargaining agreement. The complaint further alleged that the Respondent violated Sections 10(a)(2) and (1) of the Act when the Respondent retaliated against employees who had joined, supported, or assisted the Charging Party, and engaged in concerted activities for the purpose of collective bargaining or other mutual aid or protection in order to discourage employees from engaging in such activities. Additionally, the complaint alleged that the Respondent violated Section 10(a)(1) of the Act by engaging in various conduct. Finally, the complaint alleged that the Respondent had failed and refused to bargain in good faith.

**Administrative Law Judge’s Recommended Decision and Order**

The Respondent failed to file a timely answer to the complaint, and as such, on January 6, 2022, Administrative Law Judge (ALJ) Donald Anderson issued an order to show cause why an

order of default should not be entered against the Respondent. The response to the order to show cause was due by January 25, 2022. On January 25, 2022, the Respondent filed a response to the order to show cause and an answer to the complaint. On March 14, 2022, ALJ Anderson issued a recommended decision and order (RDO) finding that considering the Board's strict application of the time limit for filing an answer and the lack of extraordinary circumstances under Section 1220.40(b)(4) of the Board's Rules and Regulations, 80 Ill. Admin. Code Section 1200.40(b)(4), the Respondent had waived its right to a hearing and had admitted the material factual and legal allegations contained in the complaint. Upon finding that the Respondent violated the Act, the ALJ directed the Respondent to:

- 1) Cease and desist from:
  - a) Failing to bargain collectively and in good faith with the Charging Party with respect to wages, hours, and other terms and conditions of employment of members of the bargaining unit.
  - b) In any like or related manner, interfering with, restraining or coercing their employees in the exercise of the rights guaranteed them in the Act.
  
- 2) Take the following affirmative action necessary to effectuate the policies of the Act.
  - a) Restore the *status quo ante* as it existed as of April 1, 2021 with respect to reporting and paying weekly premium health insurance contributions, including any increases over pre-April 1 rates provided for in the collective bargaining agreement, on behalf of each bargaining unit member to the TEWTI Fund.
  - b) Provide in full and in a timely manner the payroll information requested by the Charging Party on and after July 7, 2021.
  - c) Make whole any employees in the bargaining unit represented by Charging Party who were discharged or demoted by the Respondent without bargaining with the Charging Party and/or without compliance with the requirements of the contractual grievance procedure, including but not limited to Jimmy Hall, William Ward, Pashey Lewis, John White, and Wendell Scott, to include back pay with interest as allowed by the Act at seven percent *per annum*.
  - d) In a posting at all places where notices to employees are normally posted, or by means of a written communication delivered or mailed to each individual bargaining unit member, including but not limited to individuals who were bargaining unit members as of May 24, 2021, recant the statements made in the closed-door meeting referred to in paragraphs 20 through 28, including:
    - i) directing bargaining unit members not to contact representatives of the Charging Party;

- ii) threatening bargaining unit members with reprisal and/or discipline for contacting or seeking representation by the Charging Party;
- iii) threatening that the collective bargaining agreement would be “squashed,” or otherwise repudiated by the Respondent.
- e) Cease and desist from failing and/or refusing to return telephone calls or to discuss, process, and advance the grievances referred to in paragraphs 12, 18, and 19 of the Complaint.
- f) Upon request, bargain in good faith with the Charging Party over all items or issues that relate to the wages, hours, or terms and conditions of employment of the members of the bargaining unit represented by the Charging Party.
- g) Post, for 60 consecutive days, at all places where notices to employees are normally posted, signed copies of the enclosed Notice. The Respondent shall make reasonable efforts to ensure that the Notice is not altered, defaced, or covered by any other material.
- h) Notify the Board in writing, within 20 days from the date of the Board’s decision in this matter, of the steps the Respondent has taken to comply with the order.

General Counsel’s Order

Neither party filed exceptions to the ALJ’s RDO during the time allotted, and at its June 9, 2022 public meeting, the Board, having reviewed the matter, declined to take it up on its own motion. On June 10, 2022, the Board’s General Counsel issued an order finding that the parties had waived their exceptions to the ALJ’s RDO, and the non-precedential RDO was final and binding on the parties. Int’l Bhd. of Teamsters, Local #50 & Vill. of Washington Park, 29 PERI ¶ 7 (IL LRB-SP G.C. 2022).

Compliance Order

On August 30, 2022, the Charging Party filed a petition seeking enforcement of the General Counsel’s Order, arguing that the Respondent had not complied fully with the RDO issued on May 17, 2022. The Board’s Compliance Officer, Tiara Mackins, investigated the matter.

On April 28, 2023, the Compliance Officer issued a Compliance Order. In the Compliance Order, the Compliance officer noted that the “Charging Party maintains that Respondent had failed to: restore the *status quo ante* as it existed as of April 1, 2021, with respect to reporting and paying weekly premium health insurance contributions; make whole any employee in the bargaining unit represented by the Charging Party who were discharged or demoted; cease and desist from failing and/or refusing telephone calls or to discuss, process, and advance grievances noted in the Complaint; and has failed to post the required Notices.” In the Compliance Order, the Compliance Officer noted

the Respondent had submitted a written response by September 27, 2022, detailing the steps it had taken to comply with the RDO. In the Compliance Order, the Compliance Officer noted that in the Respondent's response, the Respondent had (1) agreed to bargain with the Charging Party in good faith, (2) claimed that it reinstated John White and Wendell Scott, (3) asserted it would post the necessary Notices, (4) asserted it would respond to the Charging Party's telecommunication and information request, (5) indicated that financial implications would hinder the Respondent from effectuating any make whole remedies to impacted employees, and (6) indicated that in lieu of payment, the Respondent was willing to negotiate this portion of the RDO. In the Compliance Order, the Compliance Officer noted that she had emailed the Respondent and the Charging Party information requests which were due by October 11, 2022. The Compliance Officer noted that neither party responded by the deadline. The Compliance Officer further noted that on October 16, 2022, the Charging Party indicated that the Respondent had provided the payroll information the Charging Party requested on or after July 7, 2021, but the Respondent had failed to comply with the other portions of the RDO. Accordingly, the Compliance Officer found that it appeared that the Respondent had complied with the order to "provide in full and in a timely manner the payroll information requested by the Charging Party on and after July 7, 2021."

In the Compliance Order, the Compliance Officer noted that on December 1, 2022, in response to her October 4, 2022, information request, the Respondent had presented copies of the two notices it had posted. In the Compliance Order, the Compliance Officer found that it appeared that Respondent had complied with this portion of the RDO. The Compliance Officer also found that the Respondent had requested a bargaining session with the Charging Party to negotiate health insurance contributions. The Compliance Officer noted that on December 7, 2022, she had issued another information request to the Respondent and the Charging Party, and neither party responded by the December 17, 2022, deadline. The Compliance Officer noted that on December 16, 2022, via telecommunication, Respondent had disclosed its position on compliance. The Compliance Officer noted that during the call, she had reiterated the information request that was sent on December 7, 2022. The Compliance Officer noted that on January 4, 2023, instead of responding to the information request, the Respondent had reiterated several of the unsubstantiated claims that it made in response to previous information requests.

#### Amounts due to aggrieved employees

In the Compliance Order, the Compliance Officer found that Respondent had not produced any information sustaining that it had made whole any of the aggrieved employees, and therefore, the

Compliance Officer relied upon the Charging Party's calculations to determine the amounts due to the aggrieved employees. The Compliance Officer noted that the Respondent had discharged Jimmy Hall, William Ward, and Pashey Lewis on May 25, 2021, and had failed to restore those aggrieved employees. The Compliance Officer ordered the Respondent to pay \$104,568.00 (\$91,144.00 backpay, plus \$13,424.00 interest) to Hall and Ward. The Compliance Officer ordered the Respondent to pay \$99,520.00 (\$86,744.00 backpay, plus \$12,766.00 interest) to Lewis. The Compliance Officer noted that the Respondent had discharged John White on July 19, 2021 and restored him to work on January 31, 2022. The Compliance Officer ordered the Respondent to pay \$23,412.00 (\$22,560.00, plus \$852.00 in interest) to White. The Compliance Officer noted that Respondent demoted Wendell Scott from mechanic to general laborer on or around August 18, 2021, and that to date, Scott was still employed in his demoted title/classification. The Compliance Officer found that the Respondent owed Scott the difference between the amount he had earned working in his demoted title and the amount he would have earned. The Compliance Officer ordered the Respondent to pay \$8,849.00 (\$7,824.00 backpay, plus \$1,105.00 interest) to Scott.

The Compliance Officer noted that the Respondent owed these amounts if paid by July 1, 2023. Additionally, the Compliance noted that if Respondent failed to comply, the total amount of backpay, and interest, would continue to accrue until an offer of reinstatement was made. She noted that likewise, if the Respondent complied before the deadline, the total amount of backpay and interest would be less than what was noted previously. The Compliance Officer noted that the Respondent must utilize the formulas set forth on pages 13 and 14 of the Compliance Order and replace the date of July 1, 2023 with the date on which payment is made. She noted that once calculated, the amount will reflect what is owed to the aggrieved employees, except for White since his reinstatement date had already been established.

#### Teamsters and Employers Welfare Trust of Illinois (TEWTI Fund)

In the Compliance Order, the Compliance Officer noted that the Respondent claimed that it was unable to comply with the portion of the RDO which required the Respondent to “[r]estore the status quo ante as it existed as of April 1, 2021, with respect to reporting and paying weekly premium health insurance contributions, including any increases over pre-April 1 rates provided for in the collective bargaining agreement, on behalf of each bargaining unit member to the TEWTI fund.” The Compliance Officer noted that on September 27, 2022, the Respondent claimed it was unable to comply with this portion of the RDO without first bargaining with the Charging Party, but the Respondent failed to provide evidence demonstrating that it made a good faith effort to negotiate the matter. The Compliance Officer noted that on or around December 1, 2022, the Respondent had sent the Charging

Party a bargaining demand. The Compliance Officer found that “[b]ecause [of] Respondent’s lack of good faith effort to resolve this matter, a remedy must be determined by the Officer.” The Compliance Officer noted that Article VII, Section 2 of the parties’ collective bargaining agreement required the Respondent to contribute three-hundred and ninety-four dollars per week on behalf of each bargaining unit member to the TEWTI fund. The Compliance Officer noted that the RDO established that the Respondent had failed to adhere to this requirement since April 1, 2021. The Compliance Officer noted that “[u]tilizing the information provided by Charging Party”, there appeared to be two groups of aggrieved employees. She noted that group one consisted of individuals who were entitled to insurance from April 1, 2021, until July 1, 2023, or the date that restoration occurred. The Compliance Officer noted that group two consisted of individuals who commenced and concluded their employment sometime between April 1, 2021, and March 1, 2022. As for group one, the Compliance Officer ordered the Respondent to remit \$46,267.00 in insurance contributions for each of the following bargaining unit members: Kendall Marshall, James Montgomery, Hall, Lewis, Scott, Ward, and White. The Compliance Officer noted that the Respondent owed these amounts if paid by July 1, 2023. The Compliance Officer noted that if the Respondent failed to comply, the total contribution amount would continue to accrue until remittance occurred, and likewise if the Respondent complied before the deadline, the total amount of remittance would be less than what was noted. The Compliance Officer found that group two consisted of Omar Hamid, Tereda Jones, Tiffany Logan, and Jimmy Hill. The Compliance Officer found that Hamid commenced his employment on April 21, 2021 and was still employed by the Respondent. The Compliance Officer ordered the Respondent to remit \$45,141.00 to the TEWTI fund on Hamid’s behalf. The Compliance Officer noted that the Respondent employed Jones from April 26, 2021 to February 15, 2022, Logan from April 26, 2021 to July 29, 2021, and Hill from April 12, 2021 to July 29, 2021. The Compliance Officer ordered the Respondent to remit \$16,661.00 to the TEWTI fund on Jones’ behalf, \$5,347.00 to the TEWTI fund on Logan’s behalf, and \$3,771.00 to the TEWTI fund on Hill’s behalf.

In the Compliance Order, the Compliance Officer ordered the following:

**IT IS HEREBY ORDERED** that Respondent, within 7 days after service of this Order, shall comply with the above findings and take the actions noted herein to make Charging Party whole for Respondent’s unlawful actions. This Order of the Officer is an immediate Order that will become final unless the parties file an appeal with the Illinois Labor Relations Board, within seven (7) business days after service of this Order. Any such appeal must be in writing, and directed to Helen Kim, the Board’s General Counsel, at the Illinois Labor Relation’s Board Chicago Office at 160 North LaSalle Street, Suite S-400, Chicago, Illinois 60601-3103. Appeals will not be accepted in the Board’s Springfield office. In addition, any such

appeal must contain detailed reasons in support thereof, and the party filing the appeal must provide a copy of its appeal to all other persons or organizations involved in this case at the same time the appeal is served on the Board. The appeal sent to the Board must contain a statement listing the other parties to the case and verifying that a copy of the appeal has been provided to each of them. An appeal filed without such a statement and verification will not be considered. If no appeals to this Order are filed, the Order of the Compliance Officer shall become final.

#### Objections to the Compliance Order and Responses

On May 11, 2023, the Respondent filed objections to the Compliance Order. The Respondent asserts in its appeal that “[t]he amounts calculated and identified in the Compliance Order are most likely correct. The problem for the Village is that the funds are not available at this time.” The Respondent asserts that it entered into a contract with the Charging Party during the “lame duck portion of the prior Mayor’s administration” and “[n]o thought was given to appropriations or budgeting for this agreement.” The Respondent asserts that the “amounts of money which are being ordered to be paid to Union members allegedly aggrieved by an unfair labor practice will leave the Village without enough funds to pay non-Union employees or to meet day to day obligations,” and the “Village will need to increase taxes and to increase the annual tax levy to meet these obligations.” The Respondent requests a “modification of the Order to allow time to comply with the make whole provisions of the Order.” The Respondent also requests a “stay of enforcement of this Order twenty-one days and an Order directing the parties to meet within seventy-two hours.”

On or about May 25, 2023, the matter was assigned to the undersigned. On September 6, 2023, I requested the parties’ availability for hearing. On September 21, 2023, counsel for the Charging Party responded to my September 6, 2023 request. In its response, the Charging Party asserts that the Respondent’s appeal of the Compliance Order was not timely filed within seven days of service of the Compliance Order, but rather fourteen days after service of the Compliance Order. The Charging Party further asserts that the Respondent’s appeal consists of a request that the Compliance Order be stayed for twenty-one days to allow the Respondent the ability to comply with the make whole remedies, and that “[a]s of today’s date, Respondent has not contacted the Charging Party with any proposed settlement, resolution, or timetable for payment of the financial remedies included in the Recommended Decision and Order.” The Charging Party asserts that the Compliance Order should be entered with finality. The Charging Party contends that “any need to schedule a hearing in this matter is moot due to the Charging Party’s failure to timely file an

objection to the Compliance Order.” The Charging Party asserts that alternatively, the relief requested by the Respondent in its appeal has been “granted, de facto, due to the fact that the Compliance Order was essentially ‘stayed’ well in excess of 21 days.”

On September 21, 2023, counsel for the Respondent responded to the Charging Party’s email of that same day. Counsel for the Respondent asserted that “[m]y client is a small community with very limited resources. This contract was approved without any attention being paid as to how the salaries and benefits which are called for in the agreement would be paid for. A village can only pay for those items which it budgets for and appropriates. This contract has never been adequately funded. I am strongly in favor of a hearing. My availability is better in November. I am available November 9, 14, or 16.”

#### Order to Show Cause

On September 27, 2023, I issued an Order to Show Cause to the Respondent as to (1) why the Compliance Order should not become a final order because the Respondent failed to file timely objections and (2) why a hearing in this matter was necessary. In the Order to Show Cause, I noted that the Compliance Order stated that it would become final “unless the parties file an appeal with the Illinois Labor Relations Board, within seven (7) business days after service of this Order. ... If no appeals to this Order are filed, the Order of the Compliance Officer shall become final.” In the Order to Show Cause, I also noted that Section 1220.80(e) of the Board’s Rules provides that “[n]o later than 7 days after service of the compliance officer’s order dismissing the petition or directing action by the respondent, the parties may file objections to the compliance order.” I further noted that Section 1220.80(f) of the Board’s Rules provides, in part, that “[a]ny objection to a finding, order or omission not specifically urged shall be deemed waived.” I also noted that the affidavit of service accompanying the Compliance Order stated that it was served on April 28, 2023, by electronic mail, on counsel for the Respondent, attorney Mark S. Peebles, 111 West Washington Street, Belleville, Illinois 62220, mspeebles\_2000@yahoo.com. I further noted that service of the Compliance Order was presumed effective on Friday, April 28, 2023, and that the Respondent should have filed any objections to the Compliance Order no later than May 9, 2023. Additionally, I noted that the record indicated that the Respondent did not file its objections to the Compliance Order until May 11, 2023. In the Order to Show Cause, I further stated that assuming the objections were timely filed or that the Respondent is entitled to a variance from the requirements of Section 1220.80(f), the Respondent’s objections do not appear to raise any issues

of fact and/or law necessitating a hearing in this matter. I noted that the Respondent asserted in its objections that the “amounts calculated and identified in the Compliance Order are most likely correct.” I also noted that the Respondent had requested that the Compliance Order be stayed for twenty-one days, and the parties directed to meet within seventy-two hours. I further noted that the Charging Party had asserted in its September 21, 2023 email that the “relief requested by the Respondent in the May 11, 2023 appeal has been granted, de facto, due to the fact that the Compliance Order was essentially ‘stayed’ well in excess of 21 days.” I then informed the Respondent that its response to the Order to Show Cause was due by close of business on Wednesday, October 4, 2023. As of today’s date, the Respondent has not filed a response to the Order to Show Cause.

**I. DISCUSSION AND ANALYSIS**

A. Timeliness

The Respondent failed to timely appeal the Compliance Order and as such its objections shall be deemed waived.

Section 1220.80(e) of the Board’s Rules provides:

No later than 7 days after service of the compliance officer’s order dismissing the petition or directing action by the respondent, the parties may file objections to the compliance order. The objections shall:

- 1) set forth specifically the finding, order or omission to which the objection is taken; and
- 2) set forth specifically the grounds for the objection, and be accompanied by any available supporting documentation, specific calculations and requests for subpoenas.

80 Ill. Admin. Code § 1220.80(e). Section 1220.80(f) of the Board’s Rules provides, in part, that “[a]ny objection to a finding, order or omission not specifically urged shall be deemed waived.”

80 Ill. Admin. Code § 1220.80(f). In this case, the Compliance Order also provided that “[t]his Order of the Officer is an immediate Order that will become final unless the parties file an appeal with the Illinois Labor Relations Board, within seven (7) business days after service of this Order. ... If no appeals to this Order are filed, the Order of the Compliance Officer shall become final.”

Here, as noted above, the affidavit of service accompanying the Compliance Order stated that it was served on April 28, 2023, by electronic mail, on counsel for the Respondent. Service of the Compliance Order was presumed effective on Friday, April 28, 2023, and Respondent should have filed any objections to the Compliance Order no later than May 9, 2023. However, Respondent did not file its objections until May 11, 2023. Additionally, the Respondent did not provide a response to the Order to Show Cause. Thus, the Respondent has not disputed that it should have filed its objections no later than May 9, 2023, or that it filed its objections two days late. Therefore, the Respondent has not set forth any reasons for its failure to file a timely appeal of the Compliance Order. Thus, the Respondent has waived any objections to the Compliance Order.

B. Variance

The Respondent has not requested a variance from the Board's deadline for filing objections, and regardless, if the Respondent's September 21, 2023 email could be viewed as a request for a variance from the Board's Rules, I would recommend that the request for a variance be denied.

Section 1200.160 of the Board's Rules provides that it is within the Board's discretion to grant a variance from certain Board rules, including the filing deadlines associated with filing objections to a compliance order, if the Board finds that (1) the provision from which the variance is granted is not statutorily mandated; (2) no party will be injured by granting the variance; and (3) the rule from which the variance is granted would, in the particular case, be unreasonable or unnecessarily burdensome. 80 Ill. Admin. Code § 1200.160; Vill. of Oak Lawn, 32 PERI ¶ 100 (IL LRB-SP 2015). In Village of Oak Lawn, the Board affirmed the ALJ's determination that the compliance order should be vacated because the compliance officer had erred when he determined that the respondent owed the charging party \$3,163,801.73 in backpay pursuant to an earlier order issued by the Board. Id. However, the Board modified the ALJ's decision with respect to her determination that the charging party waived its right to object to the compliance order by failing to timely file its objections. Id. The Board noted that it was within its discretion to grant a variance from certain Board rules, including the filing deadlines associated with filing objections to a compliance order. Id. The Board noted that the filing deadline for objections to compliance orders was not statutorily mandated, and the respondent was not injured by granting the variance because the respondent had always known that interest was due for the time period in question and was

further put on notice by way of the objections raised in the charging party's response. Id. The Board also noted that strict adherence to the filing deadline would be unreasonable or unnecessarily burdensome because the charging party had filed the petition for enforcement "expressly to obtain the remedy ordered by the Board years ago." Id.

Here, as noted, the deadline for filing objections to a compliance order is not statutorily mandated. See Id. However, the Charging Party has failed to establish or set forth any argument that neither party would be injured by granting the variance. Similarly, the Charging Party has not established or set forth an argument that imposing the deadline contained in Section 1220.80(e) of the Board's Rules would, in this particular case, be unreasonable or unnecessarily burdensome. Furthermore, unlike the Village of Oak Lawn, here the Charging Party is not the party seeking a variance. Id. Similarly, unlike Village of Oak Lawn, the Respondent in this matter did not file the petition for enforcement. Id. Thus, I would recommend that the Board deny a request for a variance in this matter.

### C. Hearing

Here, a hearing is unnecessary because the Respondent failed to set forth any objections within the filing deadline, and as such, has waived any objections to the Compliance Order. However, if the Board agrees to grant a variance from the deadline for filing objections, I would nevertheless find that a hearing is unnecessary.

As noted above, Section 1220.80(f) provides that "[a]ny objection to a finding, order or omission not specifically urged shall be deemed waived. In the event that objections are filed by any party, the Board shall set the matter for hearing before an Administrative Law Judge." 80 Ill. Admin. Code § 1220.80(f). Here, since no objections were filed within the Board's seven-day deadline, the Respondent has waived its objections. Thus, there are no issues of fact and/or law necessitating a hearing in this matter.

Nevertheless, if the Respondent's objections are accepted as timely, I still see no reason to hold a hearing in this matter. The Respondent admits that "[t]he amounts calculated and identified in the Compliance Order are most likely correct." Additionally, the Respondent has not pointed to any alleged errors in the Compliance Order. Rather, the Respondent's objections center around the Respondent's alleged inability to pay the amounts ordered by the Compliance Order. The Respondent requests a "modification of the Order to allow time to comply with the make whole provisions of the Order." However, as noted by the Charging Party, and undenied by the

Respondent, the Respondent has not contacted the Charging Party with any proposed settlement, resolution, or timetable for payment of the financial remedies. The Respondent also requests a “stay of enforcement of this Order twenty-one days and an Order directing the parties to meet within seventy-two hours.” However, again, as noted by the Charging Party, and undenied by the Respondent, the relief requested by the Respondent has been “granted, de facto, due to the fact that the Compliance Order was essentially ‘stayed’ well in excess of 21 days.” As such, I find that a hearing in this matter is unnecessary because there are no issues of fact and/or law.

## **II. RECOMMENDED ORDER**

I recommend that the Respondent comply with the Compliance Order as written.

## **III. EXCEPTIONS**

Pursuant to Section 1200.135 of the Board’s Rules, parties may file exceptions to the Administrative Law Judge’s Recommended Decision and Order and briefs in support of those exceptions no later than 30 days after service of this Recommendation. Parties may file responses to exceptions and briefs in support of the responses no later than 15 days after service of the exceptions. In such responses, parties that have not previously filed exceptions may include cross-exceptions to any portion of the Administrative Law Judge’s Recommendation. Within 7 days from the filing of cross-exceptions, parties may file cross-responses to the cross-exceptions. Exceptions, responses, cross-exceptions, and cross-responses must be filed with the Board’s General Counsel, at 160 North LaSalle Street, Suite S-400, Chicago, Illinois 60601-3103, or to the Board’s designated email address for electronic filings, at ILRB.Filing@Illinois.gov. All filings must be served on all other parties. Exceptions, responses, cross-exceptions, and cross-responses will not be accepted at the Board’s Springfield office. The exceptions and/or cross-exceptions sent to the Board must contain a statement listing the other parties to the case and verifying that the exceptions and/or cross-exceptions have been provided to them. The exceptions and/or cross-exceptions will not be considered without this statement. If no exceptions have been filed within the 30-day period, the parties will be deemed to have waived their exceptions.

**Issued at Chicago, Illinois this 16th day of October, 2023**

**STATE OF ILLINOIS  
ILLINOIS LABOR RELATIONS BOARD  
STATE PANEL**

**/s/ Michelle N. Owen**

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**Michelle N. Owen  
Administrative Law Judge**