STATE OF ILLINOIS

EDUCATIONAL LABOR RELATIONS BOARD

ANNUAL REPORT

FISCAL YEAR 2024

July 1, 2023 – June 30, 2024

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ILLINOIS EDUCATIONAL LABOR RELATIONS BOARD

December 12, 2024

Dear Governor Pritzker:

Thank you for the opportunity to present our Annual Report to you and the Illinois General Assembly for the 2024 calendar year. The attached report summarizes the highlights of the Board's work.

This has been an enterprising year for the Illinois Educational Labor Relations Board. We finally made substantial progress in three critical areas of operation that effectively move us closer to our long-term goals. Those areas include (1) Hiring new staff; (2) Developing the new case database tracking system; and (3) Initiating the Springfield office relocation to accommodate staffing needs.

Following the passage this year of new legislation requiring the agency to report case processing activity to the legislature, the Governor's Office of Management and Budget allocated additional resources and funding for the Board to successfully meet the goals of HB5324, (now PA 103-0856). This measure has greatly enhanced the Board's ability to manage its workload. On October 1 of this year, the Board hired two new staff attorneys to handle investigations, administrative hearings and on-site elections. During their short tenure, we have already seen an increase in case productivity, particularly with respect to Representation case processing of Unit Clarification (UC's) petitions, (RC's), and (RS) cases. The processing time for unfair labor practice charges (ULP's) has also lessened. Chief among the Board's current goals is to advance the Success Factors hiring process through collaboration with CMS Personnel and fulfill our authorized headcount.

Secondly, significant progress has been made to replace the outdated technology we previously used to track our case activity. The development and implementation of our new case database tracking system started this year and is nearly complete. Inasmuch as the quality of the Board's case decisions and its service to the public schools and unions represent our top priorities, case management and case productivity, including the timeliness of case turnaround, remains a constant measure of our success. The next phase is the full migration of current case data to the new database, which is about half complete. And the final phase is the full operational use of the new system.

Lastly, our agency is in current discussions with CMS Property Management to relocate our Springfield Office to a more suitable location which will fully accommodate our anticipated staffing needs. We expect to complete this move before the close of this fiscal year.

The Board has made significant progress in advancing the technological and administrative capacity of the agency to better serve the needs of the unions, practitioners and Illinois public schools. More work is needed for the Board to fulfill these goals in the upcoming year. Fortunately, we now have the necessary tools and resources to effectively do so while continuing to promote labor peace and harmony between labor and management in our Illinois public schools.

We realize that we could not have accomplished this level of success without the direct support and assistance from the Governor's office of Management and Budget and the Department of Central Management Services working with us as a team, and their efforts are greatly appreciated.

Sincerely,

Lara Shayne

Lara Shayne
Chair, IELRB

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HISTORY AND FUNDING SOURCES

The 83rd Illinois General Assembly created the Illinois Educational Labor Relations Board on January 1, 1984, by enactment of House Bill 1530, the Illinois Educational Labor Relations Act, in order to secure orderly and constructive relationships between all educational employees and their employers. The Board is the sole administrative body to resolve collective bargaining disputes, representation questions and allegations of unfair labor practices.

The Illinois Educational Labor Relations Board's had an appropriated budget of $2,363,800 during Fiscal Year 2024. The Illinois Educational Labor Relations Board receives its funding from the Personal Property Tax Relief Fund.

The IELRB is comprised of five members who are appointed by the Governor and confirmed by the Illinois Senate. By statute, Board members must be residents of Illinois and have a minimum of five years of direct experience in labor and employment relations. Each Board Member must devote his entire time to the duties of the office and engage in no other work. During FY24, the Board was comprised of Chair Lara Shayne and Board Members Steven Grossman, Chad Hays, and Michelle Ishmael.

AGENCY MISSION AND STRUCTURE

The Board's primary mission is to maintain, develop and foster stable and harmonious employment relations between public educational employees and their employers. To accomplish this mission, the Board investigates all charges and petitions filed by either a representative union, an individual or by a school district. Besides an extensive review and hearing process, the Board also offers mediation and arbitration services to interested parties as an informal forum to resolve their labor disputes. The adjudication process is threefold. The Executive Director, the Agency's Administrative Law Judges and the Board issue decisions on all cases that come before the Agency. The Board has the final appellate review of agency decisions. Its' final rulings set forth the legal standards for the interpretation of the Illinois Educational Labor Relations Act and Rules and establishes legal precedent through its decisions. Agency Attorneys and Investigators manage the case decisions under the direction of the General Counsel and Executive Director. The support staff process files and the paperwork associated with the claims and the Board oversees all operations and policy, including the budget.

The Executive Director investigates all unfair labor practice charges, conducts all necessary investigations of voluntary recognition and representation petitions including Majority Interest Petitions, advises the Board on legal issues, trains arbitrators and mediators, implements the Board's Labor Mediation Roster, administers the Board's Public Information Officer program and serves as the Board's Freedom of Information Officer and Ethics Officer. The Executive Director is responsible for administering all financial transactions, preparing the agency's proposed budget and testifying before the Illinois Legislature as a proponent of the proposed budget. The Executive Director also assigns all clerical and administrative staff within the offices of the IELRB.

The General Counsel serves as the Chief Legal Officer of the Agency and chief legal advisor to the Board. The General Counsel supervises the Board's Administrative Law Judges and Board Attorneys; reviews all recommended decisions of its hearing officers and Executive Director; drafts and issues all unfair labor practice and representation decisions of the Board; advises the Board on legal issues arising in the course of the Board's official duties; assists the Office of the Attorney General in representing the Board in all legal matters pending in the courts; represents the Board in legal proceedings before other agencies and courts; conducts representation and unfair labor practice hearings; and reviews and revises the Board's Rules and Regulations.

After all unfair labor practice charges are fully investigated and reviewed by the Executive Director, the charge is either dismissed in the form of an Executive Director's Recommended Decision and Order or sent to Complaint to be heard by an Administrative Law Judge (ALJ). The ALJ will conduct a full evidentiary hearing on the Complaint and at the conclusion of the hearing, issue a Recommended Decision and Order. All formal decisions issued by the Executive Director and an Administrative Law Judge are subject to review by the Board pursuant to a party filing exceptions or by the Board upon its own motion. The Board will review and discuss cases on its docket in open session. Thereafter, the Board will vote on the disposition of each case in open session. A Board decision may be appealed to the Illinois Appellate Court.

The Board Members during FY24:

Lara Shayne, Chair
Appointment 02/26/21 – 06/01/26 Chair
Appointment 09/19/16 – 02/25/21 Member

Steven Grossman, Member
Appointment 03/01/21 – 06/01/26

Chad Hays, Member
Appointment 01/04/21 – 06/01/26

Michelle Ishmael, Member
Appointment 03/01/21 – 06/01/28

Lara Shayne, Chair

Lara Shayne was first appointed to the Illinois Educational Labor Relations Board by Governor Bruce Rauner in September 2016. In February 2021, Governor JB Pritzker appointed Ms. Shayne to be Chairman of the Illinois Educational Labor Relations Board.

Ms. Shayne has been a labor and employment attorney since 1996 and has worked in all labor and employment practice areas, including negotiating and implementing collective bargaining agreements with numerous public employee unions, and handling grievance arbitrations and IELRB litigation. She began her legal career as an Assistant Corporation Counsel for the Labor/Employment Division of the City of Chicago Department of Law. In 2002 she left the City's Law Department to join the labor practice group of the Board of Education of the City of Chicago. In 2012, Ms. Shayne was selected to help run the Board of Education's Labor Relations unit, where she remained until her appointment to the IELRB.

Ms. Shayne received her BA from the University of Michigan and her J.D. from Chicago-Kent College of Law, where she was a member of Moot Court.

Ms. Shayne is married with two children and resides in Chicago.

Steven Grossman, Member

Steve Grossman was appointed to the Illinois Educational Labor Relations Board on March 1, 2021 by Governor JB Pritzker.

Prior to his appointment, Mr. Grossman spent 27 years as a high school teacher of social studies, serving for much of that time in union leadership. He taught in the Chicago Public Schools from 1991 through 1995 – three years at Whitney M. Young Magnet High

School, and one year at Mather High School – before moving on to Niles West High School for the next 23 years. It was at District 219 where Mr. Grossman became actively involved with his union, joining the executive board of the Niles Township Federation of Teachers in 1997 and serving at all levels of leadership, including a four-year stint as president, until his retirement from teaching in 2018. During that time, Mr. Grossman also joined the executive board of the North Suburban Teachers Union, IFT-AFT Local 1274, and served as its president from 2010 until his appointment to the IELRB. And since 2010, he has served on the Executive Board of the Illinois Federation of Teachers as one of 40 elected Vice Presidents.

In 2017 Mr. Grossman joined the faculty DePaul University's Labor Education Center where he served on a part-time basis as Assistant Director (2017-19), instructor, and advisory committee member (2017-2021). At the LEC, Mr. Grossman taught courses in Arbitration, Collective Bargaining, and Introduction to Union Leadership. He also led its high school summer school program and brought its collective bargaining role play to dozens of area high schools.

Mr. Grossman lives in Chicago with his wife, Food Stylist Mary Valentin, and nearby his two adult children.

Chad Hays, Member

Chad Hays served for 4 terms in the Illinois House of Representatives and was Assistant Minority Leader from 2013-2018. He was the Minority Spokesperson for the Higher Education Committee, Executive Committee and Community College Access Committee and on the Legislative Ethics Commission, among a myriad of leadership responsibilities.

Chad Hays served as the Chief Executive Officer of Crosspoint Human Services in Danville, IL from 2018-2021. Crosspoint works with the Developmentally Disabled and individuals diagnosed with Mental Illness. Crosspoint also operates the Domestic Violence and Transitional Housing Shelters and Early Childhood programs in Vermilion County.

Prior to serving in the IL General Assembly Chad was Vice President and Executive Director of Development and Mission Services at Provena United Samaritans Medical Center in Danville.

His healthcare administration background also includes being the Clinic Manager at the Family Medical Center/Paris Community Hospital as well as Director of Development at the Danville Polyclinic.

A Vermilion County native, Chad served as Mayor of his hometown of Catlin for 8 years where he balanced 8 consecutive budgets. He was named Catlin's Citizen of the Year in 2005.

Chad is a graduate of Danville Area Community College, where he was named the Distinguished Alumni in 2014, and Southern Illinois University.

Chad and his wife Ruth reside in Danville, Illinois. They have three grown sons and four grandchildren.

Michelle Ishmael, Member

Michelle Ishmael was appointed to the Illinois Educational Labor Relations Board by Governor JB Pritzker in March 2021.

For the past 30 years, Ms. Ishmael has combined her skills and knowledge of the legislative and political process with her passion for public education to improve the lives of educators and students. She has worked as a lobbyist for the Illinois Education Association (IEA), in various roles in Illinois State government, and for an education non-profit.

While with the IEA, Ms. Ishmael was the lead lobbyist for the Senate Education and Labor Committees. She analyzed and drafted legislation, provided testimony in committees, and developed position papers resulting in the advancement of many major public education policies. She successfully collaborated with local unions, school districts, policy makers, and coalitions to improve and protect employee rights and benefits, increase school funding and address education reform issues.

Ms. Ishmael created a nationally recognized grassroots organizing program that trained educators to be effectively engaged in policy advocacy and political action. Her work as a champion of education was recognized by being elected to serve multiple terms as the Vice-President and Secretary of the National Association of Legislative and Political Specialists in Education (NALPSE).

Ms. Ishmael resides in Springfield.

Victor E. Blackwell, Executive Director

Victor E. Blackwell was appointed Executive Director of the Illinois Educational Labor Relations Board in February,1996. Prior to his appointment, Mr. Blackwell served as Chief of Prosecutions at the Illinois Department of Professional Regulations for five years. He was also Chicago Personnel Manager for the Illinois Secretary of State from 1987 to 1991. He was Personnel Analyst for the Illinois Secretary of State, an Adjudicator for the Illinois Department of Rehabilitation Services, and a Securities Legal Intern and Reference Library Intern for the Illinois Secretary of State. Mr. Blackwell received his Juris Doctorate degree from Loyola University's School of Law where he graduated with honors, and his Bachelor of Arts degree from the University of Illinois in Political Science with triple minors in Economics, Sociology and Spanish.

Ellen Strizak, General Counsel

Ellen Maureen Strizak is the General Counsel of the Illinois Educational Labor Relations Board. She began working for the Illinois Educational Labor Relations as a Board Writer in 2002. Ms. Strizak was Staff Counsel for the Illinois Labor Relations Board from 2006 until 2010. She returned to the Illinois Educational Labor Relations Board in 2010 as Associate General Counsel and became General Counsel in 2019. Ms. Strizak received her B.A. in Psychology from the University of Iowa and her J.D. from the John Marshall Law School. Prior to law school, Ms. Strizak organized tenants as an AmeriCorps VISTA volunteer in Austin, Texas.

AGENCY ACTIVITIES

The Agency processes three categories of cases: representation cases, unfair labor practice cases and mediation cases.

Representation Cases

The most common types of representation cases are petitions for representation and petitions for unit clarification. Petitions for representation are generally filed by a labor organization seeking to be certified as the exclusive bargaining representative of a unit of educational employees or seeking to add employees to a unit which is already represented. The Act provides for a majority interest procedure to expedite certification if the petition is supported by more than 50 percent of the proposed bargaining unit and there are no objections or other issues which could affect majority status. The Act also provides for representation elections to be conducted if the unit sought will contain professional and nonprofessional employees; the unit is an historical one; if the petition seeks to decertify an exclusive representative or, if the petition is supported by at least 30 percent of the proposed bargaining unit.

The second major category of representation cases are petitions for unit clarification. The unit clarification process is used primarily to add or remove statutorily excluded employees from a bargaining unit; to resolve ambiguities concerning the unit placement of individuals who come within a newly-established classification or who fall within an existing job classification that has undergone recent, substantial changes; and to resolve unit ambiguities resulting from changes in statutory or case law.

The Board also processes several other types of representation petitions, including petitions for voluntary recognition by an employer of an exclusive bargaining representative; petitions to amend certification due to a minor change in the name or organization of the exclusive bargaining representative; and petitions filed by an employer to determine whether a labor organization or exclusive representative represents a majority of the bargaining unit.

All representation petitions are investigated by the Board's agents. If a question concerning representation is raised during the course of the investigation, the case is scheduled for hearing and assigned to an Administrative Law Judge for resolution.

If an election is to be held, the Board Agent works with the parties to reach agreement on the date, time, place and other details of the election. Elections are conducted by secret ballot at a time and place when the majority of employees in the bargaining unit are working. Parties may file objections to the election within five days after the election. Objections are investigated, and if the objections are found to have affected the outcome of the election, a new election will be held. When the election procedures have concluded, a certification is issued by the Board.

Representation Cases FY 2024

Representation Cases Filed in FY 2024:

Petition to Determine Representative (RC)	13
Petition to Decertify Representative (RD)	1
Petition to Determine Unit (RS)	54
Petition to Determine Unit/Employer Filed (RM)	0
Voluntary Recognition Petition (VR)	1
Unit Clarification Petition (UC)	39
Amendment to Certification Petition (AC)	4
MIP Cases (includes RC and RS figures above/not added to total)	65
Total	**112**

Agency Activity on Representation Cases for FY 2024:

Certification of Representation	1
Certification of Results	0
Certification of Voluntary Representation	0
MIP Order of Certification	54
Withdrawal	7
Executive Director's Recommended Decision & Order	44
ALJ's Recommended Decision & Order	2
Elections/Polls	1
Cases mediated by Board Agents	0
Total	**109**

Unfair Labor Practice Cases

Unfair labor cases are charges alleging that the conduct of an employer or a union, or both, constitute conduct prohibited by the Act. Unfair labor practice charges can be filed by educational employers, unions, or employees. After a charge is filed, it is assigned to a Board agent who conducts an investigation by contacting both the charging party and the charged party to obtain statements and documents from each to support their position. At the conclusion of the investigation, the Executive Director may either dismiss the charge or issue a complaint. A charging party whose charge has been dismissed by the Executive Director may appeal that decision to the Board. When the Executive Director issues a complaint, the matter is set for hearing before an Administrative Law Judge. During the hearing, the parties have the opportunity to present witnesses to testify and present documentary evidence. After the hearing, the Administrative Law Judge issues a Recommended Decision and Order in which the Administrative Law Judge either finds that an unfair labor practice charge has been committed and orders an appropriate remedy or dismisses the charge. The Administrative Law Judge's Recommended Decisions and Orders are appealable to the Board.

Mediation Cases

The Board offers mediation in all unfair labor practice cases. Mediations most frequently occur after the Executive Director issues a complaint, but before the date of the scheduled hearing. However, Board agents can conduct mediations with the parties at all times during the unfair labor practice charge process. During mediation, both the charging party and the respondent meet with a Board agent to attempt to resolve the dispute and withdraw the unfair labor practice charge. Mediation is an important case processing tool. The Illinois Educational Labor Relations Board has successfully used mediation to resolve disputes in an amicable manner often avoiding the more costly and adversarial process of litigation.

Unfair Labor Practice Cases FY 2024

Unfair Labor Practice Charges Filed in FY 2024:

Charge Against Employer (CA)	73
Charge Against Labor Organization or Agents (CB)	19
Total	**92**

Agency Activity on Unfair Labor Practice Cases for FY 2024:

Withdrawn (including w/d by settlement)	52
Executive Director's Recommended Decision and Order	55
ALJ's Recommended Decision and Order	2
Complaints issued	20
Cases mediated by Board Agents	0
Total	**129**

Board Activity FY 2024

Board Opinion and Orders	13
Board Final Orders	71
Total	**84**

IM Cases

In IM cases, parties engaged in collective bargaining may initiate the public posting process. The parties then submit their most recent offers to the Board and the Board subsequently posts the offers on its website pursuant to Section 12(a-5) of the Act.

Parties engaged in collective bargaining shall notify the Board concerning the status of negotiations if they have not reached an agreement by 90 days before the school year starts and again if they have not reached agreement by 45 days before the school year starts. Upon request of a party, the Board will invoke mediation if mediation has not already been initiated.

Strike Activity FY 2024
(July 1, 2023 – June 30, 2024)

School County	Union Unit /No.	Strike Date Date Settled	Make-up/ Dock Days

No Strike Notices filed for FY 2024

Total Notices Filed for FY2024: **0**
Total Strikes for FY2024: **0**

MAJOR BOARD AND COURT CASES
FY JULY 1, 2023 – JUNE 30, 2024

REPRESENTATION CASES

Exclusions from Status as Educational Employee

Managerial Employee

Confidential Employee

Supervisory Employee

- **Illinois State University/ American Federation of State, County, and Municipal Employees, Council 31, 41 PERI 14, Case No. 2023-RS-0029-C (IELRB Opinion and Order, June 18, 2024) (appeal pending)**

  ISU challenged a majority interest petition filed by AFSCME regarding the inclusion of employees with the title of Food Court/Snack Bar Supervisor into an existing bargaining unit. ISU contended that the snack bar supervisors were excluded from the unit as supervisory employees. An individual is a supervisor if he (1) possesses the authority to perform one of more of the Act's stated supervisory functions or to recommend such performance by members of the bargaining unit; (2) exercises independent judgment in the interest of the employer in connection with supervisory functions; and (3) spends a preponderance of employment time engaged in supervising. The Board affirmed the ALJ's finding that the snack bar supervisors lacked any authority over members of the bargaining unit and did not spend a preponderance of employment time engaged in a supervisory capacity. Section 2(g) of the Act defines a supervisor as one having authority over "other employees within the appropriate bargaining unit." The record did not disclose that the snack bar supervisors possess any authority over members of the bargaining units, only non-members. Even so, the record only disclosed a less than the preponderance of time spent supervising. Further, the Board noted that section 2(g)'s preponderance of time element necessitates an actual exercise of authority. The employer challenging the petitioned-for title bears the burden of proving the title is supervisory within the Act's definition. The record did not contain any evidence proving up the supervisory duties.

Unit Appropriateness

- **Rockford Public Schools Dist. #205/Rockford Building Maintenance Association, IEA-NEA, 40 PERI 60, Case No. 2023-RS-0017-C (IELRB Opinion and Order, November 15, 2023) (Appeal Pending Ill. App. Ct. 4d)**

  The Union filed a petition to represent a group of unrepresented employees, together with its existing unit of District Employees. The Board rejected the District's argument that that the petitioned for Unit did not share a community of interest with the existing unit. Applying the standard for unit appropriateness in Section 7 of the Act, the Board found the petitioned for unit appropriate. Moreover, the Board took note that the District's argument in the alternative that the petitioned for unit would only be appropriate if the Union added another non-petitioned for classification to their petition did not hold any merit since they are only tasked with determining whether a community of interest exists between the petitioned-for unit and the existing unit.

Unit Clarification

UNFAIR LABOR PRACTICES

Employer Unfair Labor Practices

Violations of Employee Rights

- **Michael Robert Walters/ Moraine Valley Community College District 524, 40 PERI 95, Case No. 2023-CA-0036-C (IELRB Opinion and Order, March 21, 2024)**

  The Board affirmed the dismissal of Walters' charge. Section 2(b) of the Act excludes part-time academic employees who provide less than three credit hours of instruction per semester from the definition of educational employee. The College employed Walters as a part-time instructor providing less than three credit hours per semester. Because Walters was not an educational employee within the meaning of the Act, the Board lacked jurisdiction over his charge.

- **Michael Robert Walters/ Triton Community College District 504, 40 PERI 96, Case No. 2023-CA-0037-C (IELRB Opinion and Order, March 21, 2024)**

  The Board affirmed the dismissal of Walters' charge, because his exceptions failed to indicate any error in the Executive Director's

Recommended Decision and Order (EDRDO) and focused on an issue not ruled on: jurisdiction. The EDRDO noted uncertainty regarding the Board's jurisdiction because neither party presented evidence regarding the total credit hours taught by Walters. The Act excludes part-time academic employees who provide less than three credit hours of instruction per semester from the definition of educational employee. When evaluating the charge as if it possessed jurisdiction, the EDRDO found that the absence of evidence regarding Walters' engagement in protected concerted activity prevented the finding of violations of sections 14(a)(1) and (4). Further, the EDRDO found that he, as an individual, lacked standing to file a charge under section 14(a)(5), which bars educational employers from refusing to collectively bargain in good faith. This subsection imposes the duty to collectively bargain in good faith on the employer and exclusive representative, thus an individual employee cannot assert a violation of this section.

- **Christopher Bean v. State Universities Civil Service System, 2024 IL App (1st) 220751-U**
  The Appellate Court affirmed the Board's finding that it lacked jurisdiction over Respondent State Universities Civil Service System. Section 2(a) of the Act defines the educational employers over which the Board has jurisdiction. By not serving as the governing body of a public school district, not being created by the School Code, or not providing an educational service as its major function, Respondent is not an educational employer. The Board resolves disputes between educational employers and their employees. Respondent was not an educational employer, nor was Bean employed by Respondent. The Board properly affirmed the EDRDO's dismissal for lack of jurisdiction.

Retaliation

- **Sinkevicius/Chicago Board of Education, 40 PERI 16, Case Nos. 2019-CA-0031-C & 2019-CA-0071-C (IELRB Opinion and Order, July 19, 2023)** (appeal pending)
  The Board found that the ALJ erred by finding CBE retaliated against Complainant when it closed school's Mandarin program and changed her teaching assignment from Mandarin to Pre-K special education where the allegation was not included in the Complaint, and Complainant made did not move to amend the Complaint or raise the allegation during the hearing. Therefore, the CBE did not have a chance to defend the allegation. However, the Board determined that CBE disciplined

Complainant in retaliation for her union activity. There was evidence of animus because CBE had expressed hostility towards unionization. Furthermore, the timing of the discipline created a causal link to the timing of Complainant's protected activity.

- **Teamsters Local 700/University of Illinois, 40 PERI 45, Case No. 2019-CA-0060-C (IELRB Opinion and Order, October 19, 2023)**
  The Board affirmed the ALJ's finding that the University violated the IELRB when it terminated bargaining unit member Esposito in retaliation for his union activity. Esposito's union activity included contacting his Union representative to clarify his job duties and express workplace concerns related to those duties. The Union representative in turn contacted Esposito's supervisor regarding those concerns. The University's animus toward Esposito's union activity was demonstrated by an argument between the Union representative and Esposito's supervisor that occurred at least in part because of the union activity, the timing of Esposito's notice that he was at fault for two accidents the day after the Union representative contacted the supervisor on Esposito's behalf, the supervisor's shifting reasons for the recommended termination, the supervisor's threat to terminate Esposito if he consulted the Union representative about his job responsibilities and the action the supervisor took on his threat This was a dual motive case, and Board recognized that the University could have had legitimate reasons to terminate Esposito, two at-fault accidents combined with poor job performance, but the University did not meet its burden of proof that it would have terminated him absent his union activity. The Board modified the ALJ's recommended remedy in part by rescinding the order that the University offer Esposito immediate and full reinstatement and specifying that he was to be made whole for the loss of pay beginning on his termination date and ending on the date where he can demonstrate he made a reasonably diligent search for suitable interim employment. The Board noted that its modification was applicable only to this case, these parties, and under the instant circumstances.

- **Champaign Educational Services Personnel, IEA-NEA/Champaign Community Unit School Dist. 4, 40 PERI 107, Case No. 2023-CA-0035-C (IELRB Opinion and Order, April 24, 2024)**
  The Union alleged that the District violated 14(a)(1) and (3) of the Act by threatening to terminate bargaining unit member Tatman from her

coaching and teaching position after the Union did not sign a Last Chance Agreement (LCA). In this case, Tatman engaged in protected Union activity when she agreed to meet with the District alongside her Union representative to discuss the details of her two off-duty driving while intoxicated (DUI) convictions. Following the meeting, the District offered the Union and Tatman a LCA that would preserve Tatman's teaching and coaching positions in exchange for a waiver of the grievance/arbitration procedure for Tatman in the event she had another drug and/or alcohol conviction or violation of District drug and alcohol policies. Subsequently the District removed Tatman only from her coaching position after the Union refused to sign the LCA. The Board ruled that the Union did not provide any evidence of a causal connection between the action of removal from the coaching position and Tatman's protected union activity. Moreover, the Board found that Tatman's discipline resulted solely from her DUIs and not because of the Union's involvement on her behalf. Furthermore, the Board held that the District's LCA does not constitute a violation of the Act since the only right Tatman was waving by signing it related to her right to grieve a future discharge for a drug/alcohol discipline. Therefore, the Board found no violation of 14(a)(1) and (3) of the Act.

- **Jacqueline Johnson/Chicago Board of Education, 40 PERI 94, Case No. 2023-CA-0018-C (IELRB Opinion and Order, March 21, 2024)**
  The Board affirmed the EDRDO, which dismissed the Charging Party's unfair labor practice retaliation charge against the Chicago Board of Education (CBE). The Board affirmed the Executive Director's finding that there was no violation of the Act since there was nothing in the record to indicate that the bargaining unit member participated in any protected activity prior to the alleged adverse action occurring. Therefore, the Board affirmed the EDRDO.

- **Bd. of Educ. of City of Chicago v. Illinois Educ. Labor Relations Bd., 2024 IL App (1st) 231474-U**
  Union member filed an unfair labor practice charge alleging that the Employer violated 14(a)(3) and (1) of the Act when it issued a series of discipline in retaliation to their protected activity. Following the Board's decision that the Union member engaged in protected activity, the Appellate Court found that the ruling did not amount to the clearly erroneous standard required for reversal and concluded that the Board's decision should stand.

- **Martin Abraham/ Western Illinois University, 41 PERI 3, Case No. 2023-CA-0060-C (IELRB Opinion and Order, May 17, 2024)**
  Abraham alleged that WIU discriminated against him by asserting a false CBA term, thus deterring the Union from advancing his grievance. WIU terminated Abraham after he accepted a new position but before he formally resigned. After the university denied his grievance, the Union declined to advance to the next step. A complaint based on section 14(a)(3) requires the charging party to show engagement in protected union activity, the respondent's knowledge of that activity, and the respondent's adverse action against the charging party because of his involvement in that activity. The EDRDO dismissed the charge, because no evidence showed Abraham's participation in protected union activity before his discharge. The Board affirmed the dismissal and rejected Abraham's exception that WIU's dismissal of his grievance served as the adverse action. Even if WIU's dismissal derived from requirements beyond the CBA, it would not support a charge. A "mere contract violation" does not support an unfair labor practice charge. The Board also rejected Abraham's exception that he intended to allege a violation of section 14(a)(2). His allegations that WIU's failure to honor the CBA interfered with the administration of the Union could not support an unfair labor practice. A violation of the CBA does not amount to an unfair labor practice.

Domination or Interference with a Labor Organization
Refusal to Bargain in Good Faith

- **Governors State University/ University Professionals of Illinois, Local 4100, IFT-AFT, AFL-CIO, 40 PERI 68, Case No. 2020-CA-0041-C (IELRB Opinion and Order, December 13, 2023)** (Appeal Pending Ill. App. Ct. 4d)
  The Union alleged that the University violated 14(a)(5) of the Act by unilaterally terminating its tuition waiver policy with several other universities. Because inter-institutional tuition waivers are a mandatory subject of bargaining, absent a clear and unmistakable waiver by the Union, the University had to bargain with the Union before discontinuing the waiver program. The Board rejected the University's argument that the Union had waived its right to bargain the tuition waivers by entering into a successor bargaining agreement that did not guarantee inter-institutional waivers. The Union did not waive its right to bargain because the Union had already requested bargaining after the University had

made its unilateral change. Moreover, the Board affirmed the Administrative Law Judge's finding that there was no clear and unmistakable waiver on the subject matter within the successor agreement. Furthermore, the Board rejected the University's argument that the unilateral change to deny tuition waivers was made by third parties and not the University. The Board found that inter-institutional fee waivers were a benefit of employment within the level of control of the University based on its internal regulations, webpage advertising inter-institutional fee waivers as a benefit of employment, and leverage the University held to work out inter-institutional agreements between fellow universities. Therefore, the Board affirmed the Administrative Law Judge's order finding a violation of the Act.

- **Harlem Consolidated School Dist. 122/Harlem Federation of Teachers, Local 540, IFT-AFT, AFL-CIO, 41 PERI 1, Case No. 2022-CA-0060-C (IELRB Opinion and Order, May 17, 2024)** (Appeal Pending Ill. App. Ct. 4d)

  The Board determined that the District violated Section 14(a)(5) of the Act by failing to withhold and remit dues from employees' paychecks in contravention of Section 11.1(a) and (b) of the Act. The Board affirmed the Administrative Law Judge's (ALJ) finding that pursuant to Section 11(f) of the Act, the District's failure to abide by 11.1(a) and (b) amounted to a violation of the duty to bargain and an unfair labor practice under 14(a)(5). In a matter of first impression, the plain meaning of the statute and the legislative intent guided the Board in finding that 11.1(f) does not create a stand-alone bad faith bargaining violation since an educational employer's duty to bargain in good faith is part of Section 14(a)(5). Relying on the plain meaning of 11.1(a) and (b) of the Act, the Board rejected the District's argument that ordering it to pay the Union for the amount of dues from its own pocket would violate the Illinois constitution. Furthermore, the Board declined the District's contention that the ALJ erroneously determined that violations of 11.1 of the Act constituted strict liability. While the Board did not characterize the legislative intent to make a violation of 11.1 a strict liability offense, they also noted that the General Assembly included nothing to indicate that an educational employer's motive behind its failure to deduct and remit dues is relevant in determining compliance of 11.1. Therefore, the ALJ's decision was affirmed.

- **Michael Robert Walters/Triton Community College District 504, 40 PERI 96, Case No. 2023-CA-0037-C (IELRB Opinion and Order, March 21, 2024)**

  (See above in Violations of Employee Rights)

Refusal to Arbitrate

- **Chicago Teachers Union, Local 1, IFT-AFT, AFL-CIO/ Chicago Board of Education Educational, 40 PERI 83, Case No. 2022-CA-0018-C (IELRB Opinion and Order, February 16, 2024)** (appeal pending)

  CTU brought an unfair labor practice charge alleging that CBE violated section 14(a)(1) by refusing to arbitrate the grievances of two teachers. Those teachers also unsuccessfully sought administrative review of their disciplinary suspensions from the Illinois Appellate Court and the Illinois Supreme Court. An educational employer may only refuse to arbitrate when there is no contractual agreement to arbitrate the substance of the dispute or when the dispute is not arbitrable under Section 10(b) of the Act. As a defense, CBE asserted that the doctrine of *res judicata* barred arbitration. *Res judicata* applies when there is (1) a final judgment on the merits rendered by a court of competent jurisdiction; (2) the parties in the instant action are identical or in privity with the parties of the prior action; and (3) the causes of action are the same. The ALJ found that the last two factors were not present and found that CBE's refusal to arbitrate violated the Act. In reviewing the exceptions to the ALJRDO, the Board tied, and the ALJRDO became the non-precedential final order.

  The Board split on whether the final two factors of *res judicata* were met. Board Chair Shayne and Board Member Hays found that the teachers and CTU, sharing the same interest, were in privity and sought the same outcome: to overturn the suspensions and obtain backpay. When applying the transactional test for the final factor, Shayne and Hays found that the same group of operative facts gave rise to the same assertion of relief. Further, they noted that, even if *res judicata* did not bar arbitration, CBE's other defense that the issue was not arbitrable under section 10(b) applied.

  Board Members Grossman and Ishmael found that the second and third factors were not met. The teachers and CTU shared different objectives: the teachers sought to overturn their suspensions, whereas CTU seeks determination of the CBA's permissiveness of suspensions. Grossman and Ishmael found that a union's discretion on whether to advance a grievance and independence from the grievant prevents a finding of privity between the teachers and CTU as required for the second factor. The third factor is not met, because the arbitrator would need to consider facts such as the bargaining history or the CBA when determining how to interpret the contract's language regarding suspensions. Moreover, they

found the cases applying *res judicata* to other Illinois public labor case distinguishable based on differences between the IELRA and the IPLRA.

Refusal to Reduce CBA to Writing and Sign
Violating the Rules Regarding the Conduct of a Representation Election
Refusal to Comply with Arbitration Award

Union Unfair Labor Practices

- **Esposito-Usterbowski, et al. v. Chicago Teachers Union, 40 PERI 26, Case No. 2023-CB-0011-C (IELRB Opinion and Order, August 17, 2023)**
  Charging Parties alleged CTU breached its duty to fair representation when it misused dues for political activities. The Board ruled that it did not have authority over the matter because it was an internal matter. The union member applications and handbooks are internal matters which the IELRA does not extend to.
- **Ara Gardner/ SEIU, Local Union No. 73, 40 PERI 69, Case No. 2021-CB-0008-C (IELRB Opinion and Order, December 14, 2023)**
  Gardner alleged that the Union failed to represent her and retaliated against her by not advancing her grievances to arbitration, by engaging in intimidation and collusion with the employer to terminate her, and by engaging in poor representation. The Board affirmed the dismissal of Gardner's section 14(b)(1) charge because the record did not show any evidence of intentional conduct. A section 14(b)(1) violation requires a showing of intentional misconduct; negligence or incompetence are insufficient to support a violation. Even if Gardner showed that the Union's reasoning for its action were incompetent or incorrect, no evidence showed intentional misconduct. Further, the Union's decision to not exhaust all remedies on her behalf did not support a finding of a violation because unions possess a wide range of discretion in representing the membership. No evidence suggested the Union's decisions were motivated by vindictiveness, discrimination, or enmity against Gardner.
- **Naperville Community Unit School District 203/ Naperville Unit Education Association, IEA-NEA, 41 PERI 12, Case No. 2024-CB-0003-C (IELRB Opinion and Order, June 18, 2024)**
  The District alleged the Union engaged in bad faith bargaining when it sought to arbitrate a disagreement regarding the interpretation of a contractually mandated payroll increase. The District contended that the

Union attempted to arbitrate an in arbitrable grievance. The Board affirmed the EDRDO, finding that an exclusive representative's demand to arbitrate an in arbitrable grievance does not violate section 14(b)(3). Section 10(c)'s requirement that collective bargaining agreements contain a grievance resolution process through binding arbitration indicates the Act favors arbitration. The Board noted that finding such violation from a demand to arbitrate an in arbitrable grievance would put the Board in opposition to the arbitration process.

- **Sylvia Ortega/Des Plaines Educational Personnel Association, IEA-NEA, 41 PERI 13, Case No. 2022-CB-0007-C (IELRB Opinion and Order, June 18, 2024)**
  Union member filed a charge alleging that the Union violated Section 14(b)(1) of the Act by misinterpreting the language of the CBA which allegedly resulted in a loss of longevity payments and a reduction of allotted vacation days. The Executive Director issued a Recommended Decision and Order (EDRDO) dismissing the Charge. The Charging Party filed exceptions and shortly thereafter the Union filed a timely response. The Board affirmed the EDRDO dismissing the Charge, finding that the Charging Party's claim related to longevity payments was untimely filed. Additionally, the Board affirmed the Executive Director's finding that the Charging Party did not present any evidence that the Union intentionally took any action designed to retaliate against the Charging Party in their interpretation and application of the CBA. Therefore, the Board affirmed the Executive Director's finding that the Union had not engaged in intentional misconduct in violation of its duty of fair representation.

Unfair Labor Practice Procedures

Untimely Charge

Untimely Exceptions

- **Morris/Chicago Board of Education, 40 PERI 31, Case No. 2022-CA-0081-C (IELRB Opinion and Order, September 21, 2023)**
  The Board struck Morris' exceptions to the EDRDO because they were filed two weeks late.

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