STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD

Federation of College Clerical and Technical Personnel, Local 1708, IFT-AFT, AFL-CIO,	)	
Complainant	)	
and	)	Case No. 2020-CA-0038-C
City Colleges of Chicago, Dist. 508,	)	
Respondent	)	

OPINION AND ORDER

I. Statement of the Case

On November 6, 2019, Federation of College Clerical and Technical Personnel, Local 1708, IFT-AFT, AFL-CIO (Union) filed a charge with the Illinois Educational Labor Relations Board (IELRB or Board) alleging that City Colleges of Chicago, District 508 (College) committed unfair labor practices within the meaning of Section 14(a) of the Illinois Educational Labor Relations Act (Act or IELRA), 115 ILCS 5/1 *et. seq.* Following an investigation, the Board's Executive Director issued a Complaint and Notice of Hearing (Complaint) alleging that the College violated Section 14(a)(5) of the Act by refusing to provide the Union with information it requested that was necessary and relevant to its function as the exclusive representative of a bargaining unit of its employees and 14(a)(6) by refusing to reduce a provision within the collective bargaining agreement (CBA) in writing. The parties appeared for hearing before an Administrative Law Judge (ALJ). The ALJ issued a Recommended Decision and Order (ALJRDO) finding that the College violated both 14(a)(5) and 14(a)(6) of the Act. The College filed exceptions to the ALJRDO, and the Union filed a response to the exceptions. After careful consideration of the College's exceptions and the Union's response, for the reasons discussed below, we affirm the ALJRDO and find that the District violated the Act.

II. Factual Background

We adopt the facts as set forth in the underlying ALJRDO. Because the ALJRDO comprehensively sets forth the factual background of the case, we will not repeat the facts herein except where necessary to assist the reader.

III. Discussion

A. Section 14(a)(5)

The ALJ found that the College violated Section 14(a)(5) of the Act by failing to provide information to which the Union was entitled, in connection with a reduction in force (RIF) of certain bargaining unit members. The College asserts in its exceptions that the ALJ erred in finding a violation because it provided the Union with all the requested information, certain of the Union's requests were not demonstrated to be relevant under the Act, and the ALJ erroneously relied on the length of the College's delay in providing certain information to find a violation.

An employer violates Section 14(a)(5) of the Act when it refuses to provide the union with information that the union has requested that is directly related to its function as the exclusive bargaining representative and reasonably necessary for the union to perform this function. *Chicago School Reform Board of Trustees v. IELRB*, 315 Ill. App. 3d 522, 734 N.E.2d 69 (1st Dist. 2000). An employer's duty to supply information arises upon the union's good-faith request for the information. *Thornton Community College*, 5 PERI 1003, Case No. 88-CA-0008-C (IELRB Opinion and Order, November 29, 1988).

The College contends that there was no violation of the Act because it provided the Union with all the requested information. The ALJ found that although the College provided the Union with some of the requested information, it failed to provide information as to who was to perform the work of the laid-off employees at each campus and in each department, the specific department each laid off employee worked in, and information from the College's individual campuses regarding the financial reasons underpinning the need for the RIF. The College disputes this, claiming that the testimony of Union president Delores Withers (Withers)

that the College responded to one of the Union's information requests is proof that the College provided the information. Contrary to the College's assertion, the cited portion of Withers' testimony reflects only that the College responded, but not the content or substance of the response. The College ignores the rest of Withers' testimony, such as the part when she reported that the College responded to a lot of the requests, but there was some information they did not respond to. Additionally, Illinois Federation of Teachers field service director Andrew Cantrell testified that the College did not provide all the requested information. Accordingly, the record indicates that the College did not fully comply with the Union's request for information.

Next, the College argues that certain of the Union's requests were not demonstrated to be relevant under the Act. It is true that a union is not entitled to all information held by management, and that the requested information must be relevant to the relationship between the employer and the union in the latter's capacity as the exclusive representative. *Thornton Community College*, 5 PERI 1003; *Detroit Edison Co. v. NLRB*, 440 U.S. 301 (1979); *NLRB v. Transport of N.J.*, 233 NLRB 694 (1977). In duty to provide information unfair labor practice cases, this Board has adopted the NLRB's liberal definition of relevancy, requiring only that the requested information be directly related to the union's function as bargaining representative and that it appear "reasonably necessary" for the performance of this function. *Thornton Community College*, 5 PERI 1003; *NLRB v. Otis Elevator Co.*, 170 NLRB 395 (1968); *NLRB v. Acme Industry Co.*, 385 U.S. 432 (1967). The reason for this "discovery-type" standard is to facilitate the relationship between the employer and collective bargaining representative, encouraging maximum disclosure in the interest of voluntary resolution of the underlying dispute. *Thornton Community College*, 5 PERI 1003. The information in this case was relevant to the Union for impact bargaining and to serve its overall purpose in representing its members. The College contends that the Union's request for financial information to understand the financial underpinning of the RIF was not relevant because RIFs are not a mandatory subject of

bargaining per Section 4.5 of the Act.[1] This argument is without merit. Even if an educational employer's decision is not a mandatory subject of bargaining, the educational employer may have an obligation to bargain over the impact of its decision on employees' wages, hours and terms and conditions of employment. *City Colleges of Chicago*, 1997 IL ERB LEXIS 61, Case No. 94-CA-0013-C (IELRB Opinion and Order, February 27, 1997); *Jacksonville District No. 117*, 4 PERI 1075, Case Nos. 85-CA-0025-S, 85-CA-0029-S (IELRB Opinion and Order, May 17, 1988). The Union did not demand to bargain over the College's decision to RIF but was seeking information related to the RIF. While Section 4.5 absolved certain employers of their duty to bargain over certain subjects, such as RIFs, it required them to bargain over the impact of a decision concerning those subjects upon request by the exclusive representative. This information would be relevant to the Union not only during impact bargaining, but also for the purposes of determining whether to request to impact bargaining. For these reasons, the ALJ correctly found that the information requested was relevant to the parties' relationship in the Union's capacity as exclusive representative.

According to the College, the ALJ erroneously relied on the length of its delay in providing certain information to find a violation. It took the College between sixteen and twenty-six days to provide the information it supplied to the Union. The ALJ found these response times excessive, given the RIF concerned only sixteen employees and considering the College failed to fully comply with the requests. An employer that has not expressly refused to provide requested information can be found to have committed an unfair labor practice by failing to make a diligent effort to obtain or to provide the information reasonably promptly. *NLRB v. John S. Swift Co.*, 277 F.2d 641 (7th Cir. 1960). The Board considers the totality of the circumstances surrounding the incident when determining whether an employer has unlawfully delayed responding to an information request. *West Penn Power Co. dba Allegheny Power*, 339 NLRB 585 (2003). In this case, the ALJ did not base his determination that the College violated the Act solely on the delay in

[1] Section 4.5 of the Act was repealed while this case was pending (P.A. 101-664, eff. 4-2-21).

providing the portion of the information it provided, but saw the delay, in addition to the refusal to provide all of the information and the relatively minor amount of information given the number of employees at involved, to be a factor in his finding the violation. We find this determination was correct.

B. Section 14(a)(6)

Section 14(a)(6) of the IELRA prohibits employers from "[r]efusing to reduce a collective bargaining agreement to writing and signing such agreement." Any agreement that is the product of collective bargaining must be reduced to writing and signed by the parties. *Alton Community Unit School District 11*, 6 PERI 1047, Case No. 88-CA-0032-C (IELRB Opinion and Order, March 12, 1990). The ALJ found that the College violated Section 14(a)(6) of the Act by refusing to update Appendix D of the proposed final contract to reflect the term of the successor agreement or accurate employee contribution percentages. That is, by reneging on the tentative agreement (TA) with the Union that "no changes" to Appendix D of the CBA meant that the employees' share of the health insurance premium would remain at 15% and key provisions of the health insurance plan would not change.

The College argues in its exceptions that the ALJRDO should be overturned because the ALJ failed to find that "no change" was unclear or ambiguous as to the final understanding of Appendix D between the parties. On page 6 of the ALJRDO, the ALJ notes that during the parties' discussion of Appendix D in November 2018, College chief talent officer Kim Ross (Ross) explained the College's proposal was to keep the employees' share of the premium at 15%. During the parties' more extensive discussion in February 2019 about what the College was proposing when it offered "no changes" to Appendix D, Ross clarified "no changes" to Appendix D meant no increase to the employee contribution and that the key provisions of the plans would not change. With that understanding in mind, the Union ratified the TA. Yet it wasn't until the parties were finalizing the draft of the CBA that the College took a position different from its previously stated position as to what "no changes" meant and refused to update Appendix D accordingly. There is no requirement that the ALJ find that "no change" was unclear or ambiguous as to the parties' understanding of Appendix D. From the conduct of the Union and

of the College, through Ross, the parties at that time came to a meeting of the minds to understand "no changes" to mean no increase to the employee contribution and that the key provisions of the plans would not change.

The College claims in its exceptions that the ALJ erred in ruling that testimony regarding the terms of the TA was not barred by the parol evidence rule. The parol evidence rule "generally precludes evidence of understandings, not reflected in a writing, reached before or at the time of its execution which would vary or modify its terms," *City of Rockford*, 33 PERI ¶ 108 (IL LRB-SP 2017); *J. & B. Steel Contractors, Inc. v. C. Iber & Sons. Inc.*, 162 Ill. 2d 265, 269, 642 N.E.2d 1215, 1217 (1994). Such evidence is not admissible to vary or contradict a fully integrated written agreement. *Eichengreen v. Rollins, Inc.*, 325 Ill. App. 3d 517, 757 N.E.2d 952 (1st Dist. 2001). But where an agreement is ambiguous, a party may introduce parol evidence to assist in interpreting the agreement. *Lewis v. Board of Education*, 181 Ill. App. 3d 689, 537 N.E.2d 435 (5th Dist. 1989). Labor boards are not strictly bound by technical rules of contract law in ascertaining whether parties have reached a meeting of the minds and have considered parties' bargaining conduct in making that determination even where the parties have a complete written agreement. *City of Rockford*, 33 PERI ¶ 108. Thus, we overrule the College's renewed objection from the hearing and decline to strike testimony regarding Appendix D from the record. Even without the testimony about the terms of the TA, "no change" means to stay the same.

The College alleges that the ALJ erred because its final draft of Appendix D was unchanged from the previous agreement between the parties and thus the ALJ should not have ordered the agreed upon terms of Appendix D to be changed in favor of the Union without the Union having negotiated those terms differently than the express terms of the signed TA. As discussed above, the parties came to a meeting of the minds to understand "no changes" to mean no increase to the employee contribution and that the key provisions of the plans would not change. For the employee premium to remain at 15% and be an enforceable term of the contract, the dates in Appendix D would have to be updated to cover the term of the successor agreement, not the dates in the previous agreement. There would be no reason to negotiate a successor contract if the parties were not agreeing to change the dates. There is nothing to indicate the

parties' agreement that the contribution rate would remain at 15% for the life of the contract unless the dates reflect the life of the successor contract, and nothing to prevent the College from increasing employees premium share to more than 15%. Thus, the ALJ's remedial order is correct.

IV. Order

Respondent violated Section 14(a)(5) and, derivatively, (1) of the Act when it refused to provide information to which the Union was entitled, in connection with a reduction in force of certain bargaining unit members in 2019. In addition, Respondent violated Section 14(a)(6) and, derivatively, (1) of the Act when it refused to update Appendix D of the proposed final contract to reflect the terms of the successor agreement or accurate employee contribution percentages. The ALJRDO is affirmed. For the reasons discussed above, IT IS HEREBY ORDERED that:

1. That Respondent, City Colleges of Chicago, District 508, having violated Section 14(a)(6) and (1) of the Act in connection with its unlawful refusal to update Appendix D of the proposed final contract with Complainant, Federation of College Clerical and Technical Personnel, Local 1708, IFT-AFT, AFL-CIO (Union), to reflect the term of the successor agreement, July 1, 2016 to June 30, 2023, or accurate employee contribution percentages, be ordered to cease and desist from refusing to reduce the collective bargaining agreement with the Union to writing and signing such agreement.

2. That Respondent, City Colleges of Chicago, District 508, having violated Section 14(a)(6) and (1) of the Act in connection with its unlawful refusal to update Appendix D of the proposed final contract with Complainant, Federation of College Clerical and Technical Personnel, Local 1708, IFT-AFT, AFL-CIO, to reflect the term of the successor agreement, July 1, 2016 to June 30, 2023, or accurate employee contribution percentages, be ordered to cease and desist from, in any like or related manner, interfering with, restraining, or coercing its employees in the exercise of rights guaranteed them under the Act.

3. That Respondent, City Colleges of Chicago, District 508, having violated Section 14(a)(5) and (1) of the Act in connection with its failure or refusal to grant Complainant, Federation of College Clerical and Technical Personnel, Local 1708, IFT-AFT, AFL-

CIO, access to certain information it had requested, which was both relevant and necessary for the proper performance of its duties as the exclusive representative of a bargaining unit of Respondent's employees, be ordered to cease and desist from refusing to bargain with Federation of College Clerical and Technical Personnel, Local 1708, IFT-AFT, AFL-CIO.

4. That Respondent, City Colleges of Chicago, District 508, having violated Section 14(a)(5) and (1) of the Act in connection with its failure or refusal to grant Complainant, Federation of College Clerical and Technical Personnel, Local 1708, IFT-AFT, AFL-CIO, access to certain information it had requested, which was both relevant and necessary for the proper performance of its duties as the exclusive representative of a bargaining unit of Respondent's employees, be ordered to cease and desist from, in any like or related manner, interfering with, restraining, or coercing its employees in the exercise of rights guaranteed them under the Act.

5. That Respondent, City Colleges of Chicago, District 508, be ordered to immediately take the following steps which would effectuate the policies of the Act:

    A. Update Appendix D of the proposed final contract with Complainant, Federation of College Clerical and Technical Personnel, Local 1708, IFT-AFT, AFL-CIO, to reflect the term of the successor agreement, July 1, 2016 to June 30, 2023.

    B. Update Appendix D of the proposed final contract with Complainant, Federation of College Clerical and Technical Personnel, Local 1708, IFT-AFT, AFL-CIO, to accurately reflect employee contribution percentages and coverages agreed-to as of May 1, 2019.

    C. Provide Complainant, Federation of College Clerical and Technical Personnel, Local 1708, IFT-AFT, AFL-CIO, with the following outstanding information requests:

        (1) information as to who was to perform the work of the laid-off employees at each campus and in each department thereof;

        (2) information as to the specific department each laid-off employee worked in;

        (3) information from the City Colleges' individual campuses regarding the financial reasons underpinning the need for the RIF;

D. Make whole its employees represented by the Union, for all losses they incurred as a result of City Colleges' failure to update Appendix D of the proposed final contract with Complainant, Federation of College Clerical and Technical Personnel, Local 1708, IFT-AFT, AFL-CIO, to reflect the term of the successor agreement, July 1, 2016 to June 30, 2023;

E. Make whole its employees represented by the Union, for all losses they incurred as a result of City Colleges' failure to update Appendix D of the proposed final contract with Complainant, Federation of College Clerical and Technical Personnel, Local 1708, IFT-AFT, AFL-CIO, to accurately reflect employee contribution percentages and coverages agreed-to as of May 1, 2019;

F. Make whole its employees represented by the Union, for all losses they incurred as a result of City Colleges' failure to comply with the Union's information requests in connection with the 2019 RIF;

G. Preserve, and upon request, make available to the Illinois Educational Labor Relations Board or its agents, all payroll and other records required to calculate the amount of back pay or other compensation to which unit employees may be entitled as set forth in this decision;

H. Post, for 60 days during which the majority of employees in the bargaining unit are working, at all places where notices to employees of City Colleges of Chicago, District 508, are regularly posted, signed copies of a notice to be obtained from the Executive Director of the Illinois Educational Labor Relations Board and similar to that attached hereto.

6. That Respondent, City Colleges of Chicago, District 508, be ordered to notify the Board, in writing, within 20 days of the Board's order, of the steps that Respondent has taken to comply herewith.

V. Right to Appeal

This is a final order of the Illinois Educational Labor Relations Board. Aggrieved parties may seek judicial review of this Order in accordance with the provisions of the Administrative Review Law, except that, pursuant to Section 16(a) of the Act, such review must be taken directly to the Appellate Court of the judicial district in which the IELRB maintains an office (Chicago or Springfield). Petitions for review of this Order must be filed within 35 days from the date that

the Order issued, which is set forth below. 115 ILCS 5/16(a). The IELRB does not have a rule requiring any motion or request for reconsideration.

Decided: August 19, 2021
Issued: August 25, 2021

/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

Illinois Educational Labor Relations Board
160 North LaSalle Street, Suite N-400
Chicago, Illinois 60601
312.793.3170 | 312.793.3369 Fax
elrb.mail@illinois.gov

NOTICE TO EMPLOYEES

POSTED BY ORDER OF THE ILLINOIS EDUCATIONAL LABOR RELATIONS BOARD

AN AGENCY OF THE STATE OF ILLINOIS

After a hearing in which all parties had the opportunity to present their evidence, the Illinois Educational Labor Relations Board found Respondent, City Colleges of Chicago, District 508, violated the Illinois Educational Labor Relations Act (Act), 115 ILCS 5/1, *et seq.*, and ordered us to post this notice. This notice must be posted pursuant to the opinion and order by the Illinois Educational Labor Relations Board in Federation of College Clerical and Technical Personnel, Local 1708, IFT-AFT, AFL-CIO/City Colleges of Chicago, District 508, Case No. 2020-CA-0038-C.

We hereby notify our employees:

WE WILL NOT refuse to reduce the collective bargaining agreement with the Federation of College Clerical and Technical Personnel, Local 1708, IFT-AFT, AFL-CIO (Union), to writing and sign such agreement;

WE WILL NOT refuse to bargain collectively in good faith with the Union;

WE WILL NOT in any like or related manner, interfere with, restrain or coerce our employees in the exercise oftheir rights guaranteed under the Act;

WE WILL update Appendix D of proposed final contract with the Union to reflect the term of the successor agreement, July 1, 2016 to June 30, 2023;

WE WILL update Appendix D of the proposed final contract with the Union to accurately reflect employee contribution percentages and coverages agreed-to as of May 1, 2019;

WE WILL provide the Union with the following outstanding information requests in connection with the July 2019 reduction-in-force (RIF):

- **(a). information as to who was to perform the work of the laid-off employees at each campus and in each department thereof;**
- **(b). information as to the specific department each laid-off employee worked in;**
- **(c). information from the City Colleges' individual campuses regarding the financial reasons underpinning the need for the RIF;**

WE WILL make whole City Colleges' employees represented by the Union, for all losses they incurred as a result of the following conduct:

- **(a). City Colleges' failure to update Appendix D of the proposed final contract with the Union, to reflect the term of the successor agreement, July 1, 2016 to June 30, 2023;**
- **(b). City Colleges' failure to update Appendix D of the proposed final contract with the Union to accurately reflect employee contribution percentages and coverages agreed-to as of May 1, 2019;**
- **(c). City Colleges' failure to comply with the Union's information requests in connection with the 2019 RIF;**

WE WILL preserve, and upon request, make available to the Illinois Educational Labor Relations Board or its agents, all payroll and other records required to calculate the amount of back pay or other compensation to which unit employees may be entitled, as set forth in this decision.

This notice shall remain posted for 60 days during which the majority of employees in the bargaining unit are working, at all places where notices to employees are regularly posted.

Date of Posting: _____ **By:** _____

As agent for City Colleges of Chicago

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, 160 N. Lasalle, Ste N-400, Chicago, IL 60601 (312) 793-3170.

STATE OF ILLINOIS
ILLINOIS EDUCATIONAL LABOR RELATIONS BOARD

Federation of College Clerical and Technical Personnel, Local 1708, IFT-AFT, AFL-CIO,	)	
Complainant	)	
and	)	Case No. 2020-CA-0038-C
City Colleges of Chicago, District 508,	)	
Respondent	)	

ADMINISTRATIVE LAW JUDGE'S RECOMMENDED DECISION AND ORDER

I. BACKGROUND

On November 6, 2019, Complainant, Federation of College Clerical and Technical Personnel, Local 1708, IFT-AFT, AFL-CIO (Union), filed an unfair labor practice charge against Respondent, City Colleges of Chicago, District 508 (College), alleging it had violated Section 14(a) of the Illinois Educational Labor Relations Act (Act), 115 ILCS 5/1, *et seq.* After investigation, on August 31, 2020, the Executive Director, on behalf of the Illinois Educational Labor Relations Board (IELRB or Board), issued a complaint for hearing.

The hearing in this matter was conducted before the undersigned on December 8 and 9, 2020. Both parties were afforded and took advantage of an opportunity to file post-hearing briefs.

II. ISSUES AND CONTENTIONS

Complainant: The Union contends Respondent violated Section 14(a)(5), (6), and (1) of the Act in that the College failed to bargain in good faith when negotiating Appendix D of the parties' 2016 collective bargaining agreement and further, failed to provide information to which the Union was entitled, in connection with a reduction in force of certain bargaining unit members in 2019. The Union seeks an appropriate remedy.

Respondent: The College denies it violated the Act. As an initial matter, it contends the Union demanded changes to Appendix D after agreeing during bargaining, there would be no changes to the language therein. Additionally, the College contends it provided prompt, complete responses to the Union's information requests, and it was unaware the Union was dissatisfied with its responses, as the Union failed to so notify it.

III. FINDINGS OF FACT

The parties stipulated and I find as follows:

1. The Union filed an unfair labor practice charge in this proceeding on November 6, 2019, and a copy thereof was served on the College.
2. At all times material, City Colleges of Chicago, District 508, was an educational employer within the meaning of Section 2(a) of the Act and subject to the jurisdiction of the Board.

3. At all times material, Federation of College Clerical and Technical Personnel, Local 1708, IFT-AFT, AFL-CIO, was a labor organization within the meaning of Section 2(c) of the Act.
4. At all times material, the Union was the exclusive representative within the meaning of Section 2(d) of the Act, of a bargaining unit comprised of persons employed full-time or part-time by the College, in various clerical or technical job titles or classifications.
5. At all times material, the Union and College have been parties to a collective bargaining agreement (CBA) for the unit referenced in paragraph 4, with a term ending June 30, 2016.
6. At all times material, the College employed Karla Gowen in the job title or classification of General Counsel.
7. At all times material, Delores Withers was the local Union president.
8. At all times material, the Union employed Amanda Clark as its counsel.
9. At all times material, Clark was an agent of the Union, authorized to act on its behalf.
10. The parties began negotiating a successor to their existing CBA in or about July 2016.
11. On or about May 1, 2019, the parties reached a tentative agreement on a successor agreement.
12. The tentative agreement referenced in paragraph 11 included the parties' agreement on Appendix D, adopting the College's proposal of "No changes to the Group Insurance Provisions."
13. The Union's members ratified the tentative agreement referenced in paragraph 11, on June 2, 2019.
14. The College's trustees ratified the tentative agreement referenced in paragraph 11, on June 6, 2020. (However, Complainant's Exhibit C indicated the College's trustees ratified the tentative agreement on June 6, 2019.)
15. The College conducted a reduction-in-force (RIF) in July 2019
16. The College laid off members of the unit referenced in paragraph 4, as a result of the RIF referenced in paragraph 15.

On the basis of the testimony of the witnesses, my observation of their demeanors, and the documentary evidence in the record, I make the following additional findings of fact:

The parties have a long collective bargaining relationship, over forty years, and as noted above, they began negotiating a successor to their existing CBA in or about July 2016, more or less concluding their negotiations on May 1, 2019.[1] Tr. 12-13, 16, 35, 106, 163, 166. The Union's negotiating team remained relatively unchanged throughout the process, led by Withers, the local Union president, Audrey Butler, the local Union executive vice-president, and Andrew Cantrell, a field service director for the Illinois Federation of

[1]Reference to exhibits in this matter will be as follows: Complainant exhibits, "C. Ex. ____"; Respondent exhibits, "R. Ex. ____". References to the transcript of proceedings will be "Tr. ____".

Teachers. Tr. 13, 105, 161-62. The Union and College had several negotiating sessions when the College's chancellor, Cheryl Hyman, ended her tenure. Tr. 163-64. At that point, the College paused negotiations until it hired a new chancellor and assembled a new negotiating team. Tr. 107-09, 163-64. Sometime in the latter half of 2017, the College completed its new team, with the sole holdover from the first team being its outside counsel, Paul Burmeister, and shortly thereafter, the parties resumed their negotiations. Tr. 107-09, 163-64. Burmeister had negotiated three prior CBAs on behalf of the College, with the Union. Tr. 100, 166.

In or about late April 2019, the parties became deadlocked, and on May 1, 2019, the Union went out on strike. Tr. 109-10, 164-66. The parties met on the evening of May 1, 2019, and ultimately, reached a tentative agreement. Tr. 35, 110, 166. At that meeting, the Union was represented by Withers, Butler, and Cantrell. Tr. 35, 110. The College was represented by Juan Selgado, the chancellor, Karla Gowen, the general counsel, Kim Ross, the chief talent officer, and Burmeister. Tr. 35, 110. Although the parties were not actively discussing it at the time they signed the tentative agreement, "Appendix D—Group Insurance Provisions" was part of the settlement. Tr. 31-33, 166.

Appendix D, the group insurance provisions, has been part of the parties' CBAs for more than 20 years. Tr. 17-18. The parties had discussed Appendix D in November 2018, specifically considering the costs, the coverages, and the out of pocket percentages. Tr. 24-25, 168-69, 198. During that meeting, Ross, on behalf of the College, explained its proposal was to keep the employees' share of the premium at 15 percent. Tr. 24-25, 168-69. In February 2019, the parties had a more extensive discussion about what the College was proposing when it offered "no changes" to Appendix D. Tr. 167. Ultimately, during that discussion, Ross, on behalf of the College, clarified "no changes" to Appendix D meant no increase to the employee contribution and that the coverages offered, a PPO plan and an HMO plan, would continue. Tr. 167. As a result of these discussions, the Union was satisfied under the term of the new CBA, the employees' share of the premium would remain at 15 percent and critical provisions of the health insurance plan would not change. Tr. 28-29, 31, 167, 171. Accordingly, without further discussions, the College tendered the "no changes to Appendix D" proposal to the Union on April 30, 2019, and the Union signed it as part of the overall tentative agreement reached on May 1, 2019. Tr. 32-33, 170; C. Ex. A, B.

After the tentative agreement was signed, the local Union members ratified it, as did the College's trustees. Tr. 35, 114, 172; C. Ex. C. At some point in May 2019, the Union and College began finalizing the CBA. Tr. 173. Burmeister sent a draft to Cantrell, who reviewed it and indicated the dates in Appendix D should be updated to reflect the term of the successor agreement and likewise, the employee contribution percentages needed to be updated to reflect the parties' agreement. Tr. 19, 173-74, 176-79; C. Ex. E. On behalf of the College, Burmeister declined to update Appendix D of the proposed final contract to reflect the term of

the successor agreement, July 1, 2016 to June 30, 2023, or accurate employee contribution percentages, explaining "no changes" meant "to leave as is." Tr. 36-37, 121, 178; C. Ex. D, E; R. Ex. 1-A. To date, the College's position in this regard has not changed. Tr. 181-82; R. Ex. 1-A at p. 46.

In or about early July 2019, Gowen contacted Withers to notify her the College found it necessary to conduct a reduction-in-force (RIF). Tr. 39-40. On July 8, 2019, Gowen emailed Withers, explaining the College was laying off twelve full-time employees and four part-time employees, and identifying the number of positions at specific campuses to be laid off. C. Ex. L. Withers responded by email on July 9, 2019, requesting information as to the hire dates, positions, and work locations of each employee to be laid off, the historical classifications held by each such employee, including start date for each classification, and the current classification and start date for each such employee. Tr. 40-41; C. Ex. F. Withers sought the information so as to ensure the layoff provisions in the CBA were adhered to. Tr. 40-41, 51-52; C. Ex. F. In her July 9 email, Withers also asked for the identity of the person who would be administering the layoff and maintaining the recall list for the College, and she also requested a meeting with the College before the RIF was implemented. Neither Gowen, nor anyone else responded to Withers' July 9 email prior to the implementation of the RIF, nor did the parties meet prior thereto. Tr. 41.

The College implemented the RIF on July 12, 2019. Tr. 42, 127. It notified the affected employees and escorted them off campus on that date, however, it continued to pay them until August 23, 2019. Tr. 42, 87, 98, 127. On July 25, 2019, Withers emailed Gowen, noting the lack of any response from the College to her July 9 information email, the general overall lack of communication from the College with regard to the RIF, and the uncertainties the College's handling of the RIF was causing for bargaining unit employees. Tr. 52-53; C. Ex. G. Later on July 25, 2019, at 7:27 p.m., the College responded to Withers' correspondence by email, listing the names of the employees who had been laid off on July 12, the particular campus at which each employee worked, the job title or classification each such employee occupied at the time of the layoff, and whether each such employee occupied a full-time or part-time position. Tr. 42-43, 99, 128; C. Ex. K, K1.

On July 31, 2019, the Union, through its attorney, Amanda Clark, emailed Gowen another information request, in which she listed in detail the material it required to assess whether the RIF complied with the CBA and to adequate represent the interests of its bargaining unit members. Tr. 56; C. Ex. H. Among the items of information requested therein by Clark, regarding unit employees affected by the July 12 layoff, were the following: their seniority dates in their current classifications; any other classifications held by such employees; dates of hire into any other classifications for such employees; the expiration dates of their insurance coverage; the recall list as of July 2019; the current district-wide list, as of July 2019, of unbudgeted and unfilled positions within the Union's bargaining unit; and several inquiries about make-up work. C. Ex. H.

On August 2, 2019, the Union, again through Clark, emailed Gowen another information request, which along with many of the items listed in the July 31 request, included several new or expanded queries. C. Ex. I. Among the new or expanded items of information requested therein by Clark, regarding unit employees affected by the July 12 layoff, were the following: the name of the person administering the recall list; the names of laid-off employees returned to new positions; the process whereby the College determined which laid-off employees were placed in new positions; the most recent budget amounts provided to the campuses where lay-offs occurred; the process by which each campus made its budget decisions for the year; copies of budget proposals each campus submitted to the College; copies of district-wide lists of new hires in 2018 and 2019 along with the title and starting salary for each new hire; copies of district-wide lists of all promotions in 2018 and 2019 along with the title and starting salary for such promotion; and information as to who was to perform the work of the laid-off employees at each campus and in each department thereof. C. Ex. I.

On August 21, 2019, the College responded in part to the Union's July 31 and August 2 information requests. C. Ex. J, J1, J2, J3, J5. The College provided more of the information requested in the Union's July 31 and August 2 requests on August 26, 2019, but not the entirety thereof. C. Ex. J, J4, J6, J7. Thereafter, the College did not further supplement its response the Union's July 31 and August 2 requests. C. Ex. J. Although the College supplied much of the requested information, it neglected as follows to provide certain requested information: information as to who was to perform the work of the laid-off employees at each campus and in each department thereof; information as to the specific department each laid-off employee worked in; and information from the College's individual campuses regarding the financial reasons underpinning the need for the RIF. Tr. 130-32, 186-88. The information not provided to the Union impeded it in determining the bumping rights of its bargaining unit members, from determining the legitimacy of the financial need for the RIF, and from determining possible courses of action to ameliorate the impact of the RIF. Tr. 130-32, 186-88. Thereafter, beginning in August 2019 and continuing least into the early part of 2020, the parties bargained the impact of the July 2019 RIF. Tr. 131.

IV. DISCUSSION AND ANALYSIS

A. The alleged 14(a)(6) violation

Section 14(a)(6) of the Act prohibits educational employers, their agents or representatives from "refusing to reduce a collective bargaining agreement to writing and signing such agreement", and it is reserved for those situations where an employer has agreed to all the terms of a proposed contract, where there has been a meeting of the minds, and the employer nonetheless refuses to reduce the agreement to writing and sign it. Mt. Vernon Education Association, IEA-NEA/Mt. Vernon School District No. 80, 9 PERI ¶1050 at IX-161, 1993 WL 13698903 (IL ELRB 1993). The obligation to sign a collective bargaining agreement does not arise until

the parties achieve a meeting of the minds. State Community College Federation of Teachers, Local 3912, IFT-AFT, AFL-CIO/State Community College, 6 PERI ¶1146, 1990 WL 10610884 (IL ELRB 1990); Luther Manor Nursing Home, 270 NLRB 949 fn. 1 (1984), *enfd*. 772 F.2d 421 (8th Cir. 1985)(obligation to sign a contract "arises only after a meeting of the minds on all substantive issues has occurred"). Whether the parties had a meeting of the minds is determined by their objective conduct rather than their subjective beliefs. Paxton-Buckley-Loda Educ. Association v. Illinois Educational Labor Relations Board, 304 Ill. App. 3d 343, 710 N.E.2d 538, 15 PERI ¶4005, 161 LRRM 2278 (4th Dist. 1999); Fraternal Order of Police and City of Chicago, 14 PERI ¶3010, 1998 WL 35395232 (IL LLRB 1998); Mack Trucks, Inc. v. International Union, United Automobile, Aerospace and Agricultural Implement Workers Of America, UAW, 856 F.2d 579 (3rd Cir. 1988), cert. denied, 489 U.S. 1054 (Mem.) (1989)(citations omitted); Mt. Vernon, 9 PERI ¶1050. Further, for a binding agreement to be found, the parties must truly assent to the same things, in the same sense, on all of its essential terms and conditions. Fraternal Order of Police and City of Chicago, 14 PERI ¶3010, 1998 WL 35395232 (IL LLRB 1998); LaSalle National Bank v. International Limited, 129 Ill. App. 2d 381, 263 N.E.2d 506 (2nd Dist. 1970).

Herein, the record evidence indicates the parties had discussed Appendix D in November 2018, specifically considering the costs, the coverages, and the out of pocket percentages. At that meeting, Ross, on behalf of the College, explained its proposal was to keep the employees' share of the premium at 15 percent. In February 2019, the parties had a more extensive discussion about what the College was proposing when it offered "no changes" to Appendix D. During that discussion, again Ross, on behalf of the College, clarified "no changes" to Appendix D meant no increase to the employee contribution and that the coverages offered, a PPO plan and an HMO plan, would continue. As a result of these discussions, the Union was satisfied under the 2016-2023 CBA, the employees' share of the premium would remain at 15 percent and key provisions of the health insurance plan would not change. It was not until the parties began finalizing the 2016-2023 CBA that the Union learned the College was refusing to update Appendix D of the proposed final contract to reflect the term of the successor agreement or accurate employee contribution percentages.

Although the College's negotiators may have understood among themselves that "no changes" meant "to leave as is," that is not the meaning it proffered the Union when asked. Instead, during negotiations with the Union, the College's negotiators, Ross in particular, explained "no changes" meant under the 2016-2023 CBA, the employees' share of the premium would remain at 15 percent and key provisions of the health insurance plan would not change. With this understanding, the parties reached a meeting of the minds on Appendix D, which ultimately became part of the parties' signed tentative agreement. As the parties were finalizing the draft CBA, the College, for the first time, took the position that "no changes" meant "to leave as is," and based thereon,

declined to update Appendix D of the proposed final contract to reflect the term of the successor agreement, July 1, 2016 to June 30, 2023, or accurate employee contribution percentages. In reneging on the tentative agreement with the Union, the College engaged in bad faith bargaining and violated Section 14(a)(6) of the Act.

B. The alleged refused to provide information

The Act imposes a duty on parties to a collective bargaining relationship to share information with one another when that information is important to the parties' abilities to fulfill their bargaining roles, including the processing of grievances. Dupo Community Unit School District No. 196, 13 PERI ¶1044, 1997 WL 34820187 (IL ELRB 1997); Cahokia Community Unit School District No. 187, 8 PERI ¶1058, 1992 WL 12647321 (IL ELRB 1992); Thornton Community College, 5 PERI ¶1003, 1988 WL 1588727 (IL ELRB 1988). See also, Chicago Transit Authority, 4 PERI ¶3013, 1988 WL 1588682 (IL LLRB 1988); State of Illinois, Department of Central Management Services, 9 PERI ¶2032, 1993 WL 13699032 (IL SLRB 1993). The obligation to provide a union with information extends not only to information relevant to the negotiation of a new collective bargaining agreement, but also encompasses information relevant to the policing of an existing agreement. Chicago School Reform Board of Trustees, 315 Ill. App. 3d 522, 734 N.E.2d 69, 165 LRRM 2045, 16 PERI ¶4010, 2000 WL 35898145 (1st Dist. 2000); Thornton Community College, 5 PERI ¶1003, 1988 WL 1588727 (IL ELRB 1988); NLRB v. United Technologies Corp., 789 F. 2d 121 (2d Cir. 1986). This Board, the Illinois Labor Relations Board (ILRB), the National Labor Relations Board (NLRB), and the courts have found that the employer's duty to supply information arises upon the union's good-faith request that certain information be furnished to it. Chicago School Reform Board of Trustees, 315 Ill. App. 3d 522, 734 N.E.2d 69, 165 LRRM 2045, 16 PERI ¶4010, 2000 WL 35898145 (1st Dist. 2000); Thornton Community College, 5 PERI ¶1003, 1988 WL 1588727 (IL ELRB 1988); Chicago Transit Authority, 4 PERI ¶3013, 1988 WL 1588682 (IL LLRB 1988); Chesapeake & Potomac Telephone Co. v. NLRB, 687 F.2d 633, 111 LRRM 2165 (2d Cir. 1982); Verona Dyestuff Division, Mobay Chemical Corporation, 233 NLRB 109, 110, 97 LRRM 1223 (1977); Fafnir Bearing Co. v. NLRB, 362 F.2d 716, 62 LRRM 2415 (2d Cir. 1966). The demanded information must be relevant, that is, the information must be directly related to the union's function as a bargaining representative and reasonably necessary for the performance of that function. Thornton Community College, 5 PERI ¶1003, 1988 WL 1588727 (IL ELRB 1988); Chicago Transit Authority, 4 PERI ¶3013, 1988 WL 1588682 (IL LLRB 1988); NLRB v. Pfizer, 763 F.2d 887, 119 LRRM 2949 (7th Cir. 1985).

Once the union has made a good-faith demand for relevant information, the employer is required to make a diligent effort to provide the information in a reasonably prompt fashion. NLRB v. John S. Swift, 277 F.2d 640, 645, 46 LRRM 2090, 2093 (7th Cir. 1960). "It is sufficient if the [requested] information is made available [by the employer] in a manner not so burdensome or time-consuming as to impede the process of

bargaining," albeit not in the manner or form sought by the union. Cincinnati Steel Casting Co., 86 NLRB 592, 593, 24 LRRM 1657, 1658 (1949); Hardin County Community Unit School District No. 1, 7 PERI ¶1038 (IL ELRB 1991). Although the ability of the union to obtain the requested information from sources other than the employer is a factor to be considered, La Guardia Hospital, 260 NLRB 1455, 109 LRRM 1371 (1982), it is by no means determinative. The Kroger Company, 226 NLRB 512, 513-14, 93 LRRM 1315, 1317 (1976). To determine whether a delay in responding to an information request violates the Act, the NLRB considers the totality of the circumstances surrounding the incident. "Indeed, it is well established that the duty to furnish requested information cannot be defined in terms of a *per se* rule. What is required is a reasonable good faith effort to respond to the request as promptly as circumstances allow." Good Life Beverage Co., 312 NLRB 1060, 1062, fn. 9, 146 LRRM 1010, 1012, fn. 9, 1993 WL 417837 fn. 9 (1993).

Certain affirmative defenses for not producing the requested information, such as the confidentiality of the requested information or a claim of employee privacy, are available to the employer, however, these defenses are narrowly construed. Detroit Edison Co. v. NLRB, 440 U.S. 301 (1979); Hardin County Community Unit School District No. 1, 7 PERI ¶1038 (IL ELRB 1991); Illinois Fraternal Order of Police Labor Council/Illinois Secretary of State, 28 PERI ¶145, 2012 WL 1413165 (IL SLRB 2011)(interpreting confidentiality exception—employer's refusal to provide internal audit documents did not violate duty to bargain, but it may have an obligation to provide a redacted copy if requested); Policemen's Benevolent Labor Committee/City of Bloomington, 19 PERI ¶11, 2003 WL 26067289 (IL SLRB 2003)(no violation of duty to bargain by refusal to furnish union with a copy of written promotional exam—employer's interest in protecting integrity of the testing process outweighed union's interest in obtaining a copy); Chicago Fire Fighters Union, Local 2, IAFF, AFL-CIO/City of Chicago, 12 PERI ¶3015, 1996 WL 34548040 (IL LLRB 1996); Washington Star Co., 273 NLRB 391, 118 LRRM 1542 (1984); Minnesota Mining & Mfg. Co., 261 NLRB 27, 109 LRRM 1345 (1982). Likewise, an employer need not supply requested information relating to a non-bargainable matter or inarbitrable grievance. Chicago School Reform Board of Trustees, 315 Ill. App. 3d 522, 734 N.E.2d 69, 165 LRRM 2045, 16 PERI ¶4010, 2000 WL 35898145 (1st Dist. 2000); Lebannon Community School District No. 9, 11 PERI ¶1032 (IL ELRB 1995); Village of Franklin Park, 8 PERI ¶2039 (IL SLRB 1992), aff'd., 265 Ill. App. 3d 997, 638 N.E.2d 1144, 10 PERI ¶4004 (1st Dist. 1994).

Herein, the evidence indicates beginning on July 9, 2019, the Union made several requests for information in connection to the RIF announced by Gowen in early July 2019. Late on July 25, 2019, the College supplied some of the information requested in the Union's July 9 request. The Union followed up with two more requests, on July 31 and August 2, to which the College responded, in part, on August 21, 2019. The College provided more of the information requested in the Union's July 31 and August 2 requests on August 26,

2019, but not the entirety thereof, and the College did not further supplement its response. The College neglected as follows to provide certain requested information: information as to who was to perform the work of the laid-off employees at each campus and in each department thereof; information as to the specific department each laid-off employee worked in; and information from the College's individual campuses regarding the financial reasons underpinning the need for the RIF. The Union asserts the College failed to provide the requested information in a timely manner and further, failed to provide some requested information whatsoever.

The information demanded by the Union herein was directly related to its function as a bargaining representative and reasonably necessary for the performance of that function. Thornton, 5 PERI ¶1003; Chicago Transit Authority, 4 PERI ¶3013. As noted above, once the Union made its demand for the information, the College was required to make a diligent effort to provide the information in a reasonably prompt fashion, Swift, 277 F.2d 640, meaning "in a manner not so burdensome or time-consuming as to impede the process of bargaining." Cincinnati Steel Casting Co., 86 NLRB 592, 593. Considered in its entirety, the College was obligated to put forth "a reasonable good faith effort to respond to the request as promptly as circumstances allow[ed]." Good Life Beverage Co., 312 NLRB 1060, 1062, fn. 9.

To recap, late on July 25, 2019, the College supplied some of the information requested in the Union's July 9 request. The Union followed up with two more requests, on July 31 and August 2, to which the College responded, in part, on August 21, 2019. The College provided more of the information requested in the Union's July 31 and August 2 requests on August 26, 2019, but not the entirety thereof. Thus, the College took sixteen days to respond to the Union's July 9 request, and nineteen to twenty-one days for the College to deliver its initial response to the Union's July 31 and August 2 requests. The College took a total of twenty-four to twenty-six days from the Union's July 31 and August 2 requests, to complete its response thereto. Given the RIF concerned a total of only sixteen employees, the College's response times are excessive, especially considering it failed to respond to some of the Union's requests. Had the College fully supplied the information requested by the Union, in this case, the tardiness of the response might have been offset by its completeness, so as to indicate a reasonable good faith effort to respond to the request as promptly as possible. Herein, however, not only was the response tardy, it was in several important respects incomplete, such that it prevented or impeded the Union in determining the bumping rights of its bargaining unit members, from determining the legitimacy of the financial need for the RIF, and from determining possible courses of action to ameliorate the impact of the RIF. The College's actions in this regard evidenced bad faith and thus, violated Section 14(a)(5) of the Act.

Although the College interposed no recognized affirmative defense for failing to produce the entirety of the requested information, such as confidentiality of the requested information or a claim of employee privacy, it

contends it was unaware the Union was dissatisfied with its responses, as the Union failed to so notify it. The College's contention in this regard, however, misses the mark, as in making it, the College overlooks its obligation to provide information once the union has made a good-faith demand for it, as it did in this case. Swift, 277 F.2d 640, 645. In other words, the College was duty-bound to supply the requested the information and cannot shirk its responsibility for doing so by blaming the Union for failing to point out its shortcomings. Chicago Reform Trustees, 315 Ill. App. 3d 522. Plainly, if there was an enigmatic aspect to one or more of the Union's requests, and it ignored the College's good-faith appeal for clarification thereof, the College's failure to provide the requested information would indeed fall on the Union. However, in the instant matter, the College's failure to provide the requested information rests solely with it; the Union had no obligation to continually remind it to provide all the requested information.

V. CONCLUSIONS OF LAW

Respondent, City Colleges, violated Section 14(a)(6) and (1) of the Act in that it unlawfully refused to update Appendix D of the proposed final contract to reflect the term of the successor agreement or accurate employee contribution percentages. In addition, City Colleges violated Section 14(a)(5) and (1) of the Act in that it unlawfully failed to provide information to which the Union was entitled, in connection with a reduction in force of certain bargaining unit members in 2019. Accordingly, the Union is entitled to make-whole relief.

VI. RECOMMENDED ORDER

In light of the above findings and conclusions, I recommend the following:

1. That Respondent, City Colleges of Chicago, District 508, having violated Section 14(a)(6) and (1) of the Act in connection with its unlawful refusal to update Appendix D of the proposed final contract with Complainant, Federation of College Clerical and Technical Personnel, Local 1708, IFT-AFT, AFL-CIO (Union), to reflect the term of the successor agreement, July 1, 2016 to June 30, 2023, or accurate employee contribution percentages, be ordered to cease and desist from refusing to reduce the collective bargaining agreement with the Union to writing and signing such agreement.
2. That Respondent, City Colleges of Chicago, District 508, having violated Section 14(a)(6) and (1) of the Act in connection with its unlawful refusal to update Appendix D of the proposed final contract with Complainant, Federation of College Clerical and Technical Personnel, Local 1708, IFT-AFT, AFL-CIO, to reflect the term of the successor agreement, July 1, 2016 to June 30, 2023, or accurate employee contribution percentages, be ordered to cease and desist from, in any like or related

manner, interfering with, restraining, or coercing its employees in the exercise of rights guaranteed them under the Act.

3. That Respondent, City Colleges of Chicago, District 508, having violated Section 14(a)(5) and (1) of the Act in connection with its failure or refusal to grant Complainant, Federation of College Clerical and Technical Personnel, Local 1708, IFT-AFT, AFL-CIO, access to certain information it had requested, which was both relevant and necessary for the proper performance of its duties as the exclusive representative of a bargaining unit of Respondent's employees, be ordered to cease and desist from refusing to bargain with Federation of College Clerical and Technical Personnel, Local 1708, IFT-AFT, AFL-CIO.
4. That Respondent, City Colleges of Chicago, District 508, having violated Section 14(a)(5) and (1) of the Act in connection with its failure or refusal to grant Complainant, Federation of College Clerical and Technical Personnel, Local 1708, IFT-AFT, AFL-CIO, access to certain information it had requested, which was both relevant and necessary for the proper performance of its duties as the exclusive representative of a bargaining unit of Respondent's employees, be ordered to cease and desist from, in any like or related manner, interfering with, restraining, or coercing its employees in the exercise of rights guaranteed them under the Act.
5. That Respondent, City Colleges of Chicago, District 508, be ordered to immediately take the following steps which would effectuate the policies of the Act:
    A. Update Appendix D of the proposed final contract with Complainant, Federation of College Clerical and Technical Personnel, Local 1708, IFT-AFT, AFL-CIO, to reflect the term of the successor agreement, July 1, 2016 to June 30, 2023.
    B. Update Appendix D of the proposed final contract with Complainant, Federation of College Clerical and Technical Personnel, Local 1708, IFT-AFT, AFL-CIO, to accurately reflect employee contribution percentages and coverages agreed-to as of May 1, 2019.
    C. Provide Complainant, Federation of College Clerical and Technical Personnel, Local 1708, IFT-AFT, AFL-CIO, with the following outstanding information requests:
        (1). information as to who was to perform the work of the laid-off employees at each campus and in each department thereof;
        (2). information as to the specific department each laid-off employee worked in;

(3). information from the City Colleges' individual campuses regarding the financial reasons underpinning the need for the RIF;

D. Make whole its employees represented by the Union, for all losses they incurred as a result of City Colleges' failure to update Appendix D of the proposed final contract with Complainant, Federation of College Clerical and Technical Personnel, Local 1708, IFT-AFT, AFL-CIO, to reflect the term of the successor agreement, July 1, 2016 to June 30, 2023;

E. Make whole its employees represented by the Union, for all losses they incurred as a result of City Colleges' failure to update Appendix D of the proposed final contract with Complainant, Federation of College Clerical and Technical Personnel, Local 1708, IFT-AFT, AFL-CIO, to accurately reflect employee contribution percentages and coverages agreed-to as of May 1, 2019;

F. Make whole its employees represented by the Union, for all losses they incurred as a result of City Colleges' failure to comply with the Union's information requests in connection with the 2019 RIF;

G. Preserve, and upon request, make available to the Illinois Educational Labor Relations Board or its agents, all payroll and other records required to calculate the amount of back pay or other compensation to which unit employees may be entitled as set forth in this decision;

H. Post, for 60 days during which the majority of employees in the bargaining unit are working, at all places where notices to employees of City Colleges of Chicago, District 508, are regularly posted, signed copies of a notice to be obtained from the Executive Director of the Illinois Educational Labor Relations Board and similar to that attached hereto.

6. That Respondent, City Colleges of Chicago, District 508, be ordered to notify the Board, in writing, within 20 days of the Board's order, of the steps that Respondent has taken to comply herewith.

VII. EXCEPTIONS

In accordance with Section 1120.50 of the Rules and Regulations of the Board, Rules and Regulations (Rules), 80 Ill. Admin. Code §§1100-1135, parties may file written exceptions to this Recommended Decision and Order together with briefs in support of those exceptions, not later than 21 days after receipt hereof. Parties may file responses to exceptions and briefs in support of the responses not later than 21 days after receipt of the

exceptions and briefs in support thereof. 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 Sections 1100.20 and 1120.50 of the Rules, concerning service of exceptions. If no exceptions have been filed within the 21 day period, the parties will be deemed to have waived their exceptions.

Issued in Chicago, Illinois, this 18th day of May, 2021.

STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD

/s/ *John F. Brosnan*

John F. Brosnan
Administrative Law Judge