

STATE OF ILLINOIS  
EDUCATIONAL LABOR RELATIONS BOARD

Maria Ramos,	)	
	)	
Charging Party	)	
	)	
and	)	Case No. 2021-CB-0006-C
	)	
City Colleges Contingent Labor	)	
Organizing Committee, IEA-NEA,	)	
	)	
Respondent	)	

**OPINION AND ORDER**

**I. Statement of the Case**

On March 5, 2021, Maria Ramos (Ramos or Charging Party) filed an unfair labor practice charge with the Illinois Educational Labor Relations Board (Board or IELRB) alleging that City Colleges Contingent Labor Organizing Committee, IEA-NEA (Union or Respondent) violated Section 14(b)(1) of the Illinois Educational Labor Relations Act (Act or IELRA), 115 ILCS 5/1 *et seq.* On March 24, 2022, the IELRB’s Executive Director issued a Recommended Decision and Order (EDRDO) dismissing the charge in its entirety. Ramos filed timely exceptions to the EDRDO. The Union did not file a response to the exceptions. For the reasons discussed below, we affirm the dismissal of the charge.

**II. Factual Background**

We adopt the facts as set forth in the underlying EDRDO. Because the EDRDO comprehensively sets forth the factual background for the case, we will not repeat the facts herein.

**III. Discussion**

The Executive Director dismissed the portion of the charge alleging that the Union violated the Act by its actions or inactions prior to September 5, 2020 as untimely because Ramos knew or should have known of this conduct more than six months prior to the charge filing. Section 15 of the Act provides that “[n]o order shall be issued upon an unfair labor practice occurring more than 6 months before the filing

of the charge alleging the unfair labor practice.” Only acts that occur within the six month period can serve as the basis for a timely charge. *Jones v. Illinois Educational Labor Relations Board*, 272 Ill. App. 3d 612, 650 N.E.2d 1092 (1st Dist. 1995). The six month period begins to run when the charging party knows or has reason to know that an unfair labor practice has occurred. *Wapella Education Association v. Illinois Educational Labor Relations Board*, 177 Ill. App. 3d 153, 531 N.E.2d 1371 (4th Dist. 1988). In her exceptions Ramos concedes that a portion of her charge is untimely but asserts that the EDRDO should in turn be corrected to contain no reference whatsoever to anything to six months prior to her charge filing. The mention of those events, however, were necessary for the Executive Director to properly explain his analysis that led to his conclusion they were untimely.

As to the timely portion of the charge, Ramos complains that the EDRDO contains information from the Union’s position statement but does not accurately represent all the supporting evidence and documents she submitted. The fact that the EDRDO does not recite all the details contained in the documents that Ramos submitted does not demonstrate that the Executive Director failed to consider her evidence. The Executive Director properly distilled what was relevant from those documents. The charge was dismissed because there was no evidence that the Union violated the Act.

Likewise, Ramos’s argument that the Board agent’s failure to ask her for clarification or additional information on unclear issues during the investigation warrants the Board overturning the EDRDO is without merit. The Board’s Rules provide that “[t]he charging party shall submit to the Executive Director all evidence relevant to or in support of the charge.” 80 Ill. Admin. Code 1120.30(b)(1). Ramos failed to make any showing in support of a violation of the Act and nothing in her exceptions challenges that determination.

#### **IV. Order**

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

## 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 17, 2022**

Issued: **August 17, 2022**

/s/ Lara D. Shayne

Lara D. Shayne, Chairman

/s/ Steve Grossman

Steve Grossman, Member

/s/ Chad D. Hays

Chad D. Hays, 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

/s/ Michelle Ishmael

Michelle Ishmael, Member

**STATE OF ILLINOIS**  
**ILLINOIS EDUCATIONAL LABOR RELATIONS BOARD**

Maria Ramos,	)	
	)	
Charging Party	)	
	)	
and	)	Case No. 2021-CB-0006-C
	)	
City Colleges Contingent Labor	)	
Organizing Committee, IEA-NEA,	)	
	)	
Respondent	)	
	)	

**EXECUTIVE DIRECTOR'S RECOMMENDED DECISION AND ORDER**

**I. THE UNFAIR LABOR PRACTICE CHARGE**

On March 5, 2021, Charging Party, Maria Ramos, filed an unfair labor practice charge with the Illinois Educational Labor Relations Board (IELRB or Board) in the above-captioned case, alleging Respondent, City Colleges Contingent Labor Organizing Committee, IEA-NEA (Union), violated Section 14(b) of the Illinois Educational Labor Relations Act (Act), 115 ILCS 5/1, *et seq.* After an investigation conducted in accordance with Section 15 of the Act, the Executive Director issues this dismissal for the reasons set forth below.

**II. INVESTIGATORY FACTS**

**A. Jurisdictional Facts**

At all times material, Ramos was an educational employee within the meaning of Section 2(b) of the Act, employed part-time by City Colleges of Chicago, District 508 (City Colleges or Employer), in the title or classification of Lecturer. Respondent Union is a labor organization within the meaning of Section 2(c) of the Act, and the exclusive representative of a bargaining unit comprised of librarians and faculty employed part-time by City Colleges. At all times relevant, Ramos was a member of the Union's bargaining unit. City Colleges is an educational employer within the meaning of Section 2(a) of the Act and subject to the jurisdiction of the Board. The Employer and Union are parties to a collective bargaining agreement (CBA) which provides for a grievance procedure culminating in arbitration, for the bargaining unit to which Ramos belongs.

## **B. Facts relevant to the unfair labor practice charge**

City Colleges hired Ramos in or about 2004. In the latter part of 2020, Ramos filed four internal complaints with the Union, pursuant to the "Censure and Discipline" provisions in its bylaws—the first on September 9, 2020, the second on October 28, 2020, the third on November 5, 2020, and the fourth over various dates from December 8 to 17, 2020. Ramos filed the September 9 and October 28 complaints against the local Union president, Randy Miller, and the local Union first vice-president and grievance chair, Rachel Tollett. Therein, Ramos made numerous allegations against Miller and Tollett, asserting they, and the Union generally, failed to represent her fairly or in good faith in the workplace, ignored her requests for Union representation, and disregarded clear violations of the CBA. Also therein, Ramos accused Tollett of allowing her personal feelings to interfere with her decisions whether to file grievances.

On or about October 25, 2020, Ramos filed a 25-page grievance with the president and vice-president of Harold Washington College (HWC), the college where she is employed, and copied the local Union second vice-president, Alex Bean. Therein, Ramos listed eight issues of concern to her, most since the 2017-2018 school year, including the following: discrimination against non-HWC faculty (although it is unclear why, Ramos is considered a faculty member of Harry S. Truman College); the manner in which courses are assigned to faculty; the failure to properly use seniority in assigning courses to faculty; the prevalence of favoritism in assigning courses to faculty; the failure of course assigners and other college administrators to promptly return her emails; and the requirement faculty, generally within 24-48 hours, respond to emails from students and college administrators. Ramos further argued therein, each of these issues constituted violations of the CBA. Bean responded to Ramos, offering to have the Union further investigate the merits of her claims, but she declined his offer. Bean also communicated Ramos' concerns to various other Union administrators for their possible assistance. Ultimately, Ramos' October 25 grievance was denied at the first and second steps of the contractual grievance process.

As noted above, on or about November 5, 2020, Ramos filed her third complaint pursuant to the "Censure and Discipline" provisions in the Union's bylaws. Therein, Ramos asserted Bean mishandled her two earlier internal complaints and her October 25 grievance. More specifically, Ramos charged Bean sought advice from others in the Union about her claims without her express consent, delayed the resolution

of her September 9 and October 28 internal complaints, failed to keep her apprised of progress regarding her claims, and failed to provide her with all the information she had requested from him.

On December 4, 2020, Ramos contacted Miller by email, requesting a representative to handle the claims detailed in her October 25 grievance and an update on the progress of her internal complaints. Miller responded with the contact information of two Union representatives who worked at HWC, and explained he was not privy to the processing of her internal complaints because he was named therein.

Sometime in late November or early December 2020, the Union formed a committee to review and resolve Ramos' complaints. Beth Braun, a member of the Union's executive committee, served as chair of the review committee. On December 7, 2020, Braun contacted Ramos by email, notifying her of the formation of the committee and its progress to that point, in examining her allegations and supporting documentation.

The next day, December 8, 2020, as noted above, Ramos began filing her fourth complaint pursuant to the "Censure and Discipline" provisions in the Union's bylaws. Therein, she alleged Miller was not properly attending to his duties and responsibilities as local Union president, had failed to assign her a representative to assist in remedying the issues outlined in her October 25 grievance, and had interfered with her rights as a member of the Union. Ramos followed-up her December 8 complaint with emails on December 10, 12, and 17, 2020, containing further allegations of mismanagement and arbitrariness by the Union with regard to her three earlier internal complaints and her October 25 grievance, including the following assertions: the Union failed to advise her she could not arbitrate her October 25 grievance without its consent; the language in some of Tollett's emails was abrupt; and Tollett was rude and unprofessional toward her and failed to apologize.

On December 10, 2020, Tollett, who had reviewed the issues Ramos claimed were violations of the CBA, explained in an email why each of her concerns was not in fact a violation. Tollett therein also offered her assistance with the ongoing processing of Ramos' October 25 grievance, should she wish it.

Braun, on February 26, 2021, again contacted Ramos by email, an email which was several pages in length, to provide her with the review committee's summary of her claims and its examination of the material she had submitted in support thereof. In that email, Braun also requested Ramos provide additional

documentation in support of her allegations, including the remainder of certain partial emails she had initially submitted to prove her claims. In so doing, Braun requested Ramos' response to be more concise and to specifically respond to concerns raised by the committee. Ramos responded thereto on March 12, the deadline set by Braun, as follows:

Based on the official record of documents that you are claiming that I submitted to the [review committee], I want to inform you that it is incorrect; which may explain the requested information. You may want to review them again and if you still need additional information, please do not hesitate to let me know about it.

Braun responded in a March 13, 2021 email, noting she found Ramos' reply confusing and incomplete, explaining "[t]o the extent you believe you have submitted anything more than what was listed [in the February 26 email], please advise and provide a copy." Braun further noted the committee was providing her with an additional opportunity to clarify the materials she had already provided and if needed, to submit additional evidence. Braun closed the March 13 email cautioning Ramos her deadline for any such submissions was Monday, March 15, 2021. Ramos did not respond to Braun's March 13 email or submit anything further to the review committee. Although it is not clear, the review committee apparently ceased processing Ramos' complaints when she did not address the matters raised in Braun's February 26 and March 13 emails.

### **III. THE PARTIES' POSITIONS**

Herein, Ramos contends the Union violated the Act in that it failed to properly represent her in connection not only with her October 25 grievance, but also for many years prior thereto with regard to numerous issues arising in her workplace, including primarily, the assignment of courses. Additionally, Ramos asserts the Union violated its constitution and by-laws, and thereby violated the Act, in that it mishandled her four internal complaints, failed to keep her apprised of progress regarding her claims, and failed to provide her with all the information and assistance she had requested from the Union.

Respondent Union denies its actions in this matter were unlawful, and further denies it treated Ramos any differently than similarly situated bargaining unit members. It asserts it thoroughly evaluated Ramos' claims, determined the best course of action in pursuing them, and competently followed that course

of action. The Union contends it provided Ramos skilled representation and ensured her rights were protected, to the extent she allowed. In addition, the Union asserts Ramos' charge was not timely filed.

#### **IV. DISCUSSION AND ANALYSIS**

To the extent, through the instant charge, Ramos is challenging any actions of the Union which occurred prior to September 5, 2020, it is untimely filed. Pursuant to Section 15 of the Act, no order shall issue based upon any unfair labor practice occurring more than six months prior to the filing with the Board, of the charge alleging the unfair labor practice. The six-month limitations period begins to run when the person aggrieved by the alleged unlawful conduct either has knowledge of it, or reasonably should have known of it. Jones v. IELRB, 272 Ill. App. 3d 612, 650 N.E.2d 1092 (1<sup>st</sup> Dist. 1995); Charleston Community Unit School District No. 1 v. IELRB, 203 Ill. App. 3d 619, 561 N.E.2d 331, 7 PERI ¶4001 (4<sup>th</sup> Dist. 1990); Wapella Education Association v. IELRB, 177 Ill. App. 3d 153, 531 N.E.2d 1371 (4<sup>th</sup> Dist. 1988).

Herein, Ramos filed her charge on March 5, 2021, and therefore, the date six months prior to her filing was September 5, 2020. Accordingly, alleged unlawful conduct she knew of before September 5, 2020, or reasonably should have known of by that date, cannot be the subject of a timely charge. Thus, assertions Ramos made in her four internal complaints and her October 25 grievance regarding conduct or actions she knew of since the 2017-2018 school year, including discrimination against non-HWC faculty, the use of favoritism and other irrelevant considerations in assigning courses to faculty, and issues with administrators and others failing to promptly return her emails, are untimely filed and must be dismissed.

However, Ramos' assertions the Union violated the Act in connection with her four internal complaints and her October 25 grievance are timely filed, as the unlawful conduct alleged regarding those matters occurred after September 5, 2020. Although this portion of Ramos' charge is timely, it is without merit.

Section 14(b)(1) of the Act provides as follows:

(b) Employee organizations, their agents or representatives or educational employees are prohibited from:

(1) restraining or coercing employees in the exercise of the rights guaranteed under this Act, provided that a labor organization or its agents shall commit an unfair labor practice under this paragraph in duty of fair



representation cases only by intentional misconduct in representing employees under this Act. [Emphasis added.]

Ramos' claim with regard to the handling of her October 25 grievance, is a duty of fair representation claim, and in such cases, a two-part standard is used to determine whether a union has committed intentional misconduct within the meaning of Section 14(b)(1). Under that test, a charging party must establish the union's conduct was intentional and directed at charging party, and secondly, the union's intentional action occurred because of and in retaliation for charging party's past actions, or because of charging party's status (such as his or her race, gender, or national origin), or because of animosity between charging party and the union's representatives (such as that based on personal conflict or charging party's dissident union support). The Board's use of this standard, based on Hoffman v. Lonza, Inc., 658 F.2d 519 (7th Cir. 1981), was affirmed by the Illinois Appellate Court in Paxton-Buckley-Loda Education Association v. IELRB, 304 Ill. App. 3d 343, 710 N.E.2d 538 (4<sup>th</sup> Dist. 1999), aff'g Paxton-Buckley-Loda Education Association (Nuss), 13 PERI ¶1114 (IELRB 1997). See also, Metropolitan Alliance of Police v. State of Illinois Labor Relations Board, 345 Ill. App. 3d 579, 588-89, 803 N.E.2d 119, 125-26 (1st Dist. 2003).

In this case, there is no evidence Respondent Union intentionally took any action either designed to retaliate against Ramos or due to her status. Moreover, Ramos made no showing she was treated differently from other similarly situated employees, or the Union's decision to decline to pursue her concerns in the manner she wished, was based on something other than a good faith assessment of the bargaining unit's priorities, or the best interests of its membership as a whole.

Ramos was plainly displeased by the Union's failure to represent her interests in the manner to which she believes she was entitled. Clearly, she expected the Union to offer more cogent advice, to guide even the most minor of her complaints to a successful resolution, and to achieve the ends she wanted. Nonetheless, the conduct herein, complained-of by Ramos, is not unlawful, under the circumstances of this case. The exclusive representative has a wide range of discretion in representing the bargaining unit, and as the Board has previously held, a union's failure to take all the steps it might have taken to achieve the results desired by a particular employee does not violate the Act, unless as noted above, the union's conduct appears to have been motivated by vindictiveness, discrimination, or enmity. Jones v. Illinois Educational

Labor Relations Board, 272 Ill. App. 3d 612, 650 N.E.2d 1092, 11 PERI ¶4010 (1<sup>st</sup> Dist. 1995). As there is no evidence indicating the Union was so motivated, Charging Party failed to present grounds upon which to issue a complaint for hearing as to the Union's conduct related to her October 25 grievance.

Ramos also contends the Union deprived her of fair representation through its mishandling of her four internal complaints and by its various violations of its constitution and by-laws. However, the conduct complained-of by Ramos does not violate the Act's duty of fair representation, nor any other provision thereof. The Board has found, outside the duty of fair representation arena, to establish a violation of Section 14(b)(1) of the Act, a complainant must identify rights thereunder which have been the subject of restraint or coercion by a labor organization—harm to membership in the union through violations of the constitution or by-laws is insufficient—and instead need to show the right to engage in or to refrain from engaging in union or protected concerted activity, has been affected. Washington/East St. Louis Federation of Teachers, Local 1220, IFT-AFT, 4 PERI ¶1132, 1988 WL 1588608 (IL ELRB 1988); Harej/Fraternal Order of Police, Lodge 7, 22 PERI ¶63, 2006 WL 6823109 (ILRB 2006). Rather than the duty of fair representation, Ramos' claims regarding the handling of her four internal complaints and the alleged violations by the Union of its constitution and by-laws concern internal union matters, which the Board has previously held are not within its jurisdiction to remedy. As Ramos failed to make any showing her right to engage in or to refrain from engaging in union or protected concerted activity has been affected by the Union's conduct, her charge is without merit.

**V. ORDER**

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

**VI. RIGHT TO EXCEPTIONS**

In accordance with Section 1120.30(c) of the Board's 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 14 days after service hereof. Parties may file responses to exceptions and briefs in support of the responses not later than 14 days after service of the exceptions. Exceptions and responses must be filed, if at all, at ELRB.mail@illinois.gov and with the Board's General Counsel, 160 North LaSalle Street, Suite N-400, Chicago, Illinois 60601-3103. Pursuant

to Section 1100.20(e) of the Rules, the exceptions sent to the Board must contain a certificate of service, that is, **"a written statement, signed by the party effecting service, detailing the name of the party served and the date and manner of service."** If any party fails to send a copy of its exceptions to the other party or parties to the case, or fails to include a certificate of service, that party's appeal will not be considered, and that party's appeal rights with the Board will immediately end. See Sections 1100.20 and 1120.30(c) of the Rules, concerning service of exceptions. If no exceptions have been filed within the 14-day period, the parties will be deemed to have waived their exceptions, and unless the Board decides on its own motion to review this matter, this Recommended Decision and Order will become final and binding on the parties.

**Issued in Chicago, Illinois, this 24th day of March, 2022.**

**STATE OF ILLINOIS  
EDUCATIONAL LABOR RELATIONS BOARD**

**VICTOR E. DIACKWEL  
Executive Director**

Illinois Educational Labor Relations Board  
160 North LaSalle Street, Suite N-400, Chicago, Illinois 60601-3103, Telephone: 312.793.3170  
One Natural Resources Way, Springfield, Illinois 62702, Telephone: 217.782.9068

or internal deliberative staff communication, and is intended only for the use of the addressee. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately by return e-mail and destroy this communication and all copies thereof, including all attachments. Receipt by an unintended recipient does not waive attorney-client privilege, attorney work product privilege, or any other exemption from disclosure.