

STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD

Maria Ramos,)	
)	
Charging Party)	
)	
and)	Case No. 2022-CA-0037-C
)	
City Colleges of Chicago, District 508,)	
)	
Respondent)	

OPINION AND ORDER

I. Statement of the Case

On January 18, 2022, 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 of Chicago, District 508 (City Colleges or Respondent) violated Section 14(a)(1) of the Illinois Educational Labor Relations Act (Act or IELRA), 115 ILCS 5/1 *et seq.*, by its course assignments and failure to follow procedures set forth in its collective bargaining agreement (CBA) with City Colleges Contingent Labor Organizing Committee, IEA-NEA (Union). On March 24, 2022, the IELRB’s Executive Director issued a Recommended Decision and Order (EDRDO) dismissing a portion of the charge as untimely filed and dismissing the remainder of the charge as without merit because it solely alleged a breach of the CBA. This case is before the Board on Ramos’ timely exceptions to the EDRDO. City Colleges 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 set forth the factual background for the case, we will not repeat the facts herein.

III. Discussion

In her exceptions, Ramos requests the Board defer her charge to arbitration. Where a case raises statutory and contractual issues arising out of the same factual context, the Board may defer the matter to arbitration but retain jurisdiction to ensure that any statutory rights at stake

are protected. *West Chicago School District No. 33*, 5 PERI 1091, Case Nos. 86-CA-0061-C, 87-CA-0002-C (IELRB Opinion and Order, May 2, 1989). Deferral to arbitration is not appropriate here for two reasons. First, the charge does not raise any statutory issues. As the Executive Director determined, the timely portion of Ramos' charge alleged only a contractual violation. Second, the Board has held that only alleged violations of Section 14(a)(5) may be deferred to arbitration, and alleged violations of other subsections of Section 14(a) may not. *Chicago Board of Education*, 29 PERI 32, Case Nos. 2009-CA-0032-C and 2009-CA-0047-C (IELRB Opinion and Order, April 13, 2010); *University of Illinois*, 15 PERI 1053, Case No. 97-CA-0034-C (IELRB Opinion and Order, May 14, 1998). The charge here alleged City Colleges violated Section 14(a)(1). Even if Ramos' charge had alleged a 14(a)(5) violation, it would still be dismissed. Ramos, as an individual employee, does not have standing to allege a violation of Section 14(a)(5) because Section 14(a)(5) involves the rights of the exclusive representative under the Act. *Forest Park SD 91*, 38 PERI 49, Case Nos. 2019-CA-0065-C & 2020-CA-0055-C (IELRB Opinion and Order, October 21, 2021); *Thornton Community Unit School District No. 4*, 4 PERI 1010, Case Nos. 87-CA-0017-C et al. (IELRB Opinion and Order, December 1, 1987). Only a labor organization has standing to allege a violation of Section 14(a)(5). *Thornton*, 4 PERI 1010.

Ramos complains in her exceptions that the EDRDO does not accurately represent all the supporting evidence and documents she submitted to support her charge. Just because the EDRDOs do 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 City Colleges 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: **September 21, 2022**

Issued: **September 22, 2022**

/s/ Lara D. Shayne

Lara D. Shayne, Chairman

/s/ Steve Grossman

Steve Grossman, Member

/s/ Chad D. Hays

Chad D. Hays, Member

/s/ Michelle Ishmael

Michelle Ishmael, Member

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EXECUTIVE DIRECTOR'S RECOMMENDED DECISION AND ORDER

I. THE UNFAIR LABOR PRACTICE CHARGE

On January 18, 2022, 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 of Chicago, District 508, violated Section 14(a) 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

City Colleges of Chicago, District 508 (College) is an educational employer within the meaning of Section 2(a) of the Act and subject to the jurisdiction of the Board. At all times material, Ramos was an educational employee within the meaning of Section 2(b) of the Act, employed part-time by Respondent in the title or classification of Lecturer. At all times material, City Colleges Contingent Labor Organizing Committee, IEA-NEA (Union), was the exclusive representative within the meaning of Section 2(d) of the Act, of a bargaining unit comprised of librarians and faculty employed part-time by the College, including those in the title or classification of Lecturer. As relevant, the Union and College 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. At all times material, Ramos was a member of the Union's bargaining unit.

B. Facts relevant to the unfair labor practice charge

The College hired Ramos in or about 2004. In October 2020, without the assistance of the Union, Ramos filed a 25-page grievance with the president and vice-president of Harold Washington College (HWC), the college where she is employed. Therein, Ramos listed eight issues of concern to her, most of which she had been aware of 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 argued therein, each of these issues constituted violations of the CBA. On February 23, 2021, the president of HWC denied Ramos' grievance at the first step of the process set out in the CBA, and so notified her. Two days later, on February 25, 2021, Ramos filed a thirteen-page appeal of the first step decision, by email, with the City Colleges' chancellor. In or about late May 2021, the College heard Ramos' grievance at the second step and ultimately, denied it.

Ramos filed a charge against the Union, 2021-CB-0006-C, on March 5, 2021, primarily concerning the manner in which it handled her requests for representation and extended assistance to her regarding her workplace issues. On May 6, 2021, Ramos also filed a charge against City Colleges, 2021-CA-0084-C, primarily concerning the manner in which it handled her October 2020 grievance and violated the CBA.

In the instant charge, Ramos asserts additional violations of the CBA in connection with the distribution of course teaching assignments, completion of evaluations, and the misuse of the term "day." Although Ramos has known of these types of violations since at least the 2017-2018 school year, she contends during the fall 2021 and spring 2022 semesters, the College violated anew the CBA with regard to these issues. During these two semesters, Ramos asserts the College discriminated against non-HWC part-time faculty in the assignment of courses, failed to properly use seniority in the assignment of courses to faculty, relied on favoritism in the assignment of courses to faculty, and defined "day" as a business day, rather than adhering to the definition of the term set forth in the CBA. Additionally, Ramos asserts the

College has failed to establish sufficient guidelines and criteria by which to complete evaluations, and its office of instruction has failed to exercise sufficient oversight regarding the distribution of courses to part-time faculty.

III. THE PARTIES' POSITIONS

Herein, Ramos contends the College breached the CBA in a variety of ways, primarily in connection with the distribution of teaching assignments. The College denies it retaliated or discriminated against Ramos in any manner whatsoever, denies it violated the Act or the CBA, and contends her charge should be deferred to the contractual grievance process.

IV. DISCUSSION AND ANALYSIS

To the extent, through the instant charge, Ramos is challenging any actions of the College which occurred prior to July 18, 2021, 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 (1st Dist. 1995); Charleston Community Unit School District No. 1 v. IELRB, 203 Ill. App. 3d 619, 561 N.E.2d 331, 7 PERI ¶4001 (4th Dist. 1990); Wapella Education Association v. IELRB, 177 Ill. App. 3d 153, 531 N.E.2d 1371 (4th Dist. 1988).

Herein, Ramos filed her charge on January 18, 2022, and therefore, the date six months prior to her filing was July 18, 2021. Accordingly, alleged unlawful conduct she knew of before July 18, 2021, or reasonably should have known of by that date, cannot be the subject of a timely charge. Thus, assertions Ramos made regarding conduct or actions she knew of since the 2017-2018 school year, including instances of discrimination against non-HWC faculty, and examples of the College's failure to properly consider seniority in the distribution of teaching assignments, are untimely filed and must be dismissed.

Ramos' assertions the College violated the Act in connection with the complained-of conduct in the fall 2021 and spring 2022 semesters are timely filed, as the unlawful conduct alleged regarding those matters occurred after July 18, 2021. Although this portion of Ramos' charge is timely, it is without merit,

as a charge in which the complainant solely alleges a breach of a collective bargaining agreement will be dismissed. Elementary Teachers' Assn of West Chicago, IEA-NEA/West Chicago School District 33, 5 PERI ¶1091, 1989 WL 1700730 (IL ELRB 1989), *aff'd sub nom*, West Chicago School District 33 v. Illinois Educational Labor Relations Board, 218 Ill. App. 3d 304, 578 N.E.2d 232 (1st Dist. 11991) (t is not the Board's function to police collective bargaining agreements, or to otherwise allow parties to use the Board's processes to remedy breaches or to enforce terms).

Herein, Ramos alleged the College violated the Act in that it breached the CBA by discriminating against non-HWC part-time faculty in the assignment of courses, failing to properly use seniority in the assignment of courses to faculty, using favoritism in the assignment of courses to faculty, and defining "day" as a business day, rather than adhering to the definition of the term set forth in the CBA. Ramos further argued the College breached the CBA in that it failed to establish necessary guidelines and criteria by which to complete evaluations and abdicated its oversight role regarding the distribution of courses to part-time faculty. However, as directed by West Chicago, the avenue to compel compliance with the CBA is not the IELRB, but rather, the grievance arbitration process. Based on the foregoing, Ramos' allegations the College breached the CBA fail to raise an issue of law or fact sufficient to warrant a hearing.

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. Blackwell
Executive Director**