

STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD

Rockford Public Schools Dist. #205,)	
)	
Employer)	
)	
and)	Case No. 2023-RS-0017-C
)	
Rockford Building Maintenance)	
Association, IEA-NEA,)	
)	
Petitioner)	

OPINION AND ORDER

I. Statement of the Case

On December 20, 2022, Rockford Building Maintenance Association, IEA-NEA (Union) filed a majority interest petition with the Illinois Educational Labor Relations Board (IELRB or Board) pursuant to Section 7 of the Illinois Educational Labor Relations Act (IELRA or Act), 115 ILCS 5/1, *et seq.*, seeking to add employees of Rockford Public Schools District 205 (District or Employer) in the title or classification of Technology Specialist I (Field Tech) to its existing bargaining unit of employees.¹ There are approximately nine persons employed in the petitioned-for title and approximately ninety employees in the existing unit. The District objected to the petition based on its contention that the Field Techs do not share a community of interest with the existing unit or, in the alternative, that it would only be appropriate to add the Field Tech if the Help Desk Specialist position was also included in the unit.

¹ The Board most recently certified the bargaining unit in Case Number 2023-UC-0019-C as:

INCLUDED: All full-time non-professional educational employees in the categories of Building Engineers, Custodians, Assistant Building Engineers, Program Supervisors, Driver Trainers, Dispatchers, Field Supervisors, Steamfitters, HVAC Technicians, Stockroom Employees, Truck Drivers, Truck Helpers, Printers, Painters, Electricians, Plumbers, Carpenters, Locksmiths, Environmental Technicians, Low Voltage Electricians, Site Maintenance employees, Mechanics, Generator Mechanics, Body Shop Technicians, Bus Maintenance Specialists, State Inspection/Bus Wash employees, Preparation Specialists, Relief Personnel, Small Motor Repairmen and Transportation Parts persons employed by the Rockford School District No. 205.

EXCLUDED: All supervisory, managerial, confidential or short-term employees as defined in Section 2 of the Illinois Educational Labor Relations Act, 115 ILCS 5/1, *et. seq.*

The parties appeared for a hearing before an Administrative Law Judge (ALJ) on May 9, 2023.² On August 14, the ALJ issued a Recommended Decision and Order finding that the petitioned-for unit was appropriate for the purposes of collective bargaining.³ On August 25, the District filed exceptions. On August 29, the ALJ issued a Corrected Recommended Decision and Order (CALJRDO) fixing errors in his August 14 Recommended Decision and Order, but identical in its finding that the petitioned-for unit was appropriate for the purposes of collective bargaining.⁴ On August 30, the District filed amended exceptions to the CALJRDO. Therein, the District conveyed that its filing was done to comply with the CALJRDO's revised timeline for exceptions. The content of the exceptions and the basis and argument underlying each were the same as its August 25 exceptions. On September 1, the Union filed a response to the exceptions.⁵ For the reasons discussed below, we affirm the CALJRDO with the modification to correct the ALJ's identification of one of the District's witnesses.

II. Factual Background

We adopt the facts as set forth in the underlying CALJRDO. Because the CALJRDO 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

As a threshold matter, we consider the Union's argument that the District waived its right to file exceptions because they were not filed within the seven-day period set forth in Section 1110.105(k)(2)(A) of the Board's Rules and Regulations (Rules), 80 Ill. Admin. Code 1100, *et seq.*, for filing exceptions to an administrative law judge's recommended

² All dates occur in 2023, unless otherwise indicated.

³ Because the Recommended Order was emailed to the parties at 5:15 p.m. on Friday, August 11, its issue date is the following business day, Monday, August 14. 80 Ill. Adm. Code 1100.20(a).

⁴ The CALJRDO corrected the following errors in the August 14 Recommended Decision and Order: it failed to remand the matter to the Board's Executive Director for certification and it cited the wrong section of the Board's Rules and Regulations and timeframe for filing exceptions in a majority interest petition case.

⁵ The response was received at 5:09 p.m. on August 31 and is considered filed the following business day. 80 Ill. Adm. Code 1100.20(a).

decision and order in a majority interest petition case. The August 14 Recommended Decision and Order cited 1110.160(c)(3) of the Rules, governing exceptions to administrative law judge's recommended decision and orders in unit clarification cases and instructed the parties that they had fourteen days to file exceptions. Under Section 1110.105(k)(2)(A), exceptions are due no later than seven days after receipt of decision. Section 1110.160(c)(3) gives parties fourteen days to file exceptions.

In accordance with the direction given by the ALJ in the August 14 Recommended Decision and Order, the District filed exceptions eleven days later. Likewise, in accordance with the direction given in the CALJRDO, the District's exceptions were filed the following day. Ordinarily, the Board strikes late exceptions. The Board has considered exceptions timely under these very limited circumstances where the ALJRDO cited the wrong deadline for exceptions. See *Rockford SD 205*, 39 PERI ____, Case No. 22-RS-0001-C (IELRB Opinion and Order, July 20, 2022). What is more, the District's exceptions to the CALJRDO are timely. The CALJRDO issued on August 29 and the exceptions that are currently before the Board were filed the next day, well within the seven-day time limit in Section 1110.105(k)(2)(A) of the Rules. Consequently, we decline to strike the exceptions that the District filed on August 30, and we will address the merits of the case.

In determining whether a bargaining unit is appropriate, the Board is guided by Section 7(a) of the Act, which provides, in relevant part: "the Board shall decide in each case, in order to ensure employees, the fullest freedom in exercising the rights guaranteed by this Act." Pursuant to Section 7(a), the Board considers the following community of interest factors to resolve unit determinations: employee skills and functions, degree of functional integration, interchangeability and contact among employees, common supervisor, wages, hours and other working conditions of the employees involved, and the desires of the employees. Here, the ALJ found that the Field Techs share a sufficient community of interest with the existing bargaining unit to constitute an appropriate unit.

The District's first exception is that in analyzing the desires of the employees community of interest factor, the ALJ improperly placed the burden on the District to propose an alternative to adding the petitioned-for position to the existing unit and show

another union with interest in the petitioned-for position. In the District's view, this shows a misunderstanding of the sole issue of this case: whether the proposed unit is appropriate.

The ALJ found that the desires of employees community of interest factor was satisfied because most of the petitioned-for employees signed authorization cards. The District admits in its exceptions that this finding was within the ALJ's discretion. It takes issue where the ALJ went on to say:

It is unclear what the District could propose as an alternative to adding the Field Techs to this unit. No other union has petitioned to add the Field Techs to their bargaining unit, and the District has not provided any evidence that there is a history of collective bargaining with some other unit

The District does not mention in its exceptions that the paragraph immediately following begins, "To that point, the District's argument that the Field Tech's addition to the bargaining unit should only be permitted if they are in a unit with Help Desk specialists would also run afoul of the purpose of the Act." When read in conjunction with the paragraph that follows, it is clear that the ALJ's comments that the District objects to were made in the context of the District's assertion that a unit that includes the Field Tech position is only appropriate if it also includes the Help Desk Specialist position. The ALJ did not place an additional burden on the District.

The District's second exception is that the ALJ mischaracterized and misapplied factual comparison as legal standard. That is, the ALJ incorrectly said that the District relied upon *Sandburg Faculty Association, IEA-NEA v. IELRB*, 248 Ill. App. 3d 1028, 618 N.E.2d 989 (1st Dist. 1993), in its post-hearing brief as the legal standard for determining whether the community of interest factors were met.⁶ According to the District, it only cited *Sandburg* to illustrate when an expanded unit may be inappropriate. The Union claims in its response that the ALJ was correct and that the District did cite *Sandburg* in

⁶ In *Sandburg*, the Appellate Court overturned the Board's determination that a petitioned-for unit of faculty and non-faculty members was inappropriate because the IELRB improperly focused on tenure, rather than on the community of interest factors set forth in Section 7(a) of the Act in determining unit appropriateness.

its post-hearing brief as the legal standard. Even if the ALJ's characterization of the District's reliance on *Sandburg* was incorrect, such an error would not justify overturning the CALJRDO's determination that the petitioned-for unit contains a sufficient community of interest to constitute an appropriate unit. As discussed herein, nothing in the record demonstrates otherwise.

The District's third exception is that the factual findings showing dissimilarities between the Field Techs and the employees in the existing unit contradict legal findings to the contrary and the ALJ gave improper weight to a few minor similarities. As discussed above, the Board considers the following community of interest factors to resolve unit determinations: employee skills and functions, degree of functional integration, interchangeability and contact among employees, common supervisor, wages, hours and other working conditions of the employees involved, and the desires of the employees.

The general skills and functions of the bargaining unit members and the Field Techs vary and there is no evidence of interchangeability between the two groups. Yet existing bargaining unit members are not interchangeable as a whole due to the diversity of the positions contained therein. There is a high degree of contact between Field Techs and many members of the existing unit, as both groups perform much of their work out among the various buildings within the District. Additionally, Field Techs work closely with members of the existing unit when they install smartboards and other technological equipment. The starting salary for bargaining unit members ranges from \$15.53 to \$32.70 per hour. The Field Techs are paid between \$16.58 and \$24.87 per hour. This illustrates common wages between Field Techs and bargaining unit members. Field Techs have access to the same health insurance programs as bargaining unit members. Like most bargaining unit members, Field Techs work twelve months per year. As discussed above regarding the District's first exception, the desires of the employees favor inclusion in the petitioned-for unit.

There are some differences between Field Techs and bargaining unit members. Field Techs do not share a common supervisor with any members of the bargaining unit. However, members of the bargaining unit do not all share a common supervisor. The

cost of the District's health insurance plans is not the same for Field Techs as it is for bargaining unit members. Field Techs, like other non-union employees of the District, receive twenty vacation days per year. Bargaining unit members receive between eighty-six and ninety hours of vacation to start, then receive increases at years five and seven of their employment.

There is nothing in the record to indicate that the ALJ's factual findings showing dissimilarities contradict legal findings to the contrary or that he gave improper weight to a few minor similarities. While there are similarities between these two groups, there are also differences. But these differences are less important when viewed in the context of the existing unit's diversity. Adding the Field Techs to the existing unit would not increase the diversity of interest among these employees.

The District's fourth exception is that the CALJRDO fails to consider all factors with respect to the Help Desk Specialist position's similarities to the petitioned-for Field Tech position. There is no need to determine whether there is a community of interest between the Field Techs and the Help Desk Specialists. It is unnecessary because the Help Desk Specialist is not part of the existing unit, or a position sought to be included by the petition currently before the Board. Whatever similarities the Field Tech has to the Help Desk Specialist, or any other position outside of the bargaining unit that the Board is currently considering, do not render the addition of the Field Techs to the bargaining unit in this matter inappropriate. More than one appropriate bargaining unit may cover the same employees. *Edwardsville Community Unit School Dist. No. 7, 8 PERI 1003*, Case Nos. 91-RC-0022-S, 91-RC-0023-S (IELRB Opinion and Order, November 21, 1991). The Board has rejected any requirement of maximum coherence or selection of a most appropriate unit if more than one potential configuration would be appropriate. *Id.* The Act does not require that a petitioned-for unit be the most appropriate unit, but rather an appropriate unit. *Black Hawk College Professional Technical Unit v. IELRB*, 275 Ill. App. 3d 189, 655 N.E.2d 1054 (1st Dist. 1995); *University of Illinois*, 7 PERI 1103, Case No. 90-RS-0017-S (IELRB Opinion and Order, September 13, 1991), *rev'd on other grounds*, 235 Ill. App. 3d 709, 600 N.E.2d 1292 (4th Dist. 1992). To refuse to find a bargaining unit

appropriate because of the possible existence of a more appropriate alternative unit would not serve the statutory purpose of ensuring employees the fullest freedom in exercising the rights guaranteed them by the Act. *Board of Trustees of the University of Illinois*, 21 PERI 119, Case No. 2005-RC-0007-S (IELRB Opinion and Order, July 14, 2005), *aff'd*, No. 4-05-0713 Ill. App. Ct. (4th Dist. 2006) (unpublished order). It is true that the Board may also consider whether the employees in the petitioned-for unit share such an intense community of interest with another group of employees as to render the petitioned-for unit inappropriate. *School District U-46*, 13 PERI 1071, Case No. 97-RC-0009-C (IELRB Opinion and Order, May 16, 1997); *Thornton Township High School Dist. No. 205*, 2 PERI 1103, Case No. 85-UC-0008-C (IELRB Opinion and Order, August 20, 1986). Yet this consideration is for the purpose of prohibiting bargaining units that are arbitrary and artificial and whose parameters are determined solely by the extent of organization. *School District U-46*, 13 PERI 1071. The occurrence of future representation petitions can be characterized as speculative and not enough to find a petitioned-for unit inappropriate. *University of Illinois, Chicago*, 38 PERI 31, Case No. 21-RS-0015-C (IELRB Opinion and Order, August 19, 2021).

The District's final exception is that the CALJRDO incorrectly attributes one of its witnesses, Matthew Zediker, as testifying for the Union and asks that error be corrected in the record. The CALJRDO lists Zediker as a witness for both the District and the Union. A review of the transcript reveals that the District is correct, Zediker testified only on the District's behalf. We affirm the ALJ with the modification to correct the finding that Zediker testified for both parties.

IV. Order

We find that the petitioned-for unit is appropriate under Section 7 of the Act and affirm the CALJRDO with the modification as described above. The Executive Director is directed to process the petition in accordance with this opinion and order.

V. Right to Appeal

This Opinion and Order is not a final order of the Illinois Educational Labor Relations Board subject to appeal. Under Section 7(d) of the Act, "[a]n order of the Board

dismissing a representation petition, determining and certifying that a labor organization has been fairly and freely chosen by a majority of employees in an appropriate bargaining unit, determining and certifying that a labor organization has not been fairly and freely chosen by a majority of employees in the bargaining unit or certifying a labor organization as the exclusive representative of employees in an appropriate bargaining unit because of a determination by the Board that the labor organization is the historical bargaining representative of employees in the bargaining unit, is a final order.” Pursuant Section 7(d) of the Act, aggrieved parties may seek judicial review of this Opinion and Order in accordance with the provisions of the Administrative Review Law upon the issuance of the Board’s certification order through the Executive Director. Section 7(d) also provides that such review must be taken directly to the Appellate Court of a judicial district in which the Board maintains an office (Chicago or Springfield), and that “[a]ny direct appeal to the Appellate Court shall be filed within 35 days from the date that a copy of the decision sought to be reviewed was served upon the party affected by the decision.” The IELRB does not have a rule requiring any motion or request for reconsideration.

Decided: **November 15, 2023**

Issued: **November 15, 2023**

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

Rockford Building Maintenance Association, IEA-NEA)	
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Petitioner)	
)	
And)	Case No. 2023-RS-0017-C
)	
Rockford Public Schools District 205,)	
)	
)	
Respondent)	

Corrected¹ Administrative Law Judge’s Recommended Decision and Order

On December 20, 2022, Petitioner Rockford Building Maintenance Association, IEA-NEA (Union) filed a Certification of Representative – Self Determination petition with the Illinois Educational Labor Relations Board (IELRB or Board) pursuant to Section 7(c) of the Illinois Educational Labor Relations Act (IELRA or Act), 115 ILCS 5/1, *et seq.* The petition sought to add the job title or description of Technology Specialist I to an already existing bargaining unit comprised of certain employees of Respondent, Rockford Public Schools District 205 (District). On January 31, 2023, the District filed a response to the petition, alleging that adding the Technology Specialist I (hereinafter referred to as “Field Tech”) position to the existing unit would not constitute an appropriate unit or that, in the alternative, adding the Field Tech position would necessitate adding all equivalent technology support positions.

A hearing in this matter was initially set for February 8, 2023, but was continued by agreement of the parties to May 9, 2023. The parties also agreed to waive any statutory deadline pursuant to Section 7 of the Act for processing the Union’s petition pursuant to Section 7 of the Act to August 12, 2023. The parties appeared before the undersigned Administrative Law Judge for the Board on May 9, 2023. At the hearing, both sides had the

¹ On August 11, 2023, the original Administrative Law Judge's Recommended Decision and Order in this matter issued. That Recommended Decision and Order contained two errors. First, Section IV improperly failed to remand the matter to the Executive Director for certification. Second, Section V cited the wrong section of the Rules for timeframes and service of exceptions to an Administrative Law Judge's Recommended Decision and Order on a majority interest petition and, as a result of that error, listed incorrect timeframes for the filing of exceptions. This Corrected Administrative Law Judge’s Recommended Decision and Order resolves both errors.

opportunity to call, examine, and cross-examine witnesses, introduce documentary evidence, and present argument. Both parties filed post-hearing briefs on June 30, 2023.

I. Findings of Fact

During the hearing, Scott Phelps, Logan Sprecher, and Matthew Zediker testified for the Union. (R. 12, 57, 96). Matthew Zediker, Jason Barthel, Andrew Lippert, Christopher Gulley, Andrew Flowers, and Michael Phillips testified for the District. (R. 124, 163, 208, 234, 262).

On December 20, 2022, when the petition was filed, the bargaining unit at issue was comprised as follows:

INCLUDED: All full-time non-professional educational employees in the categories of Building Engineers, Custodians, Assistant Building Engineers, Stockroom Employees, Truck Drivers, Truck Helpers, Printers, Maintenance Painters, Maintenance Electricians, Maintenance Steamfitters, Maintenance Plumbers, Maintenance Brickmasters, Maintenance Carpenters, Grounds Maintenance employees, Master Mechanics, Apprentice Mechanics, Bus Gassers, Bus Washers, Transportation Parts persons, Asbestos Workers and Hearing-Impaired Interpreters employed by the Rockford School District No. 205.

EXCLUDED: Program Supervisors, Driver Trainers, Dispatchers, Field Supervisors and Routers.

(ALJ Ex. 11 at 1-2). On the same day as this petition was filed, the parties filed a stipulated unit clarification petition that would change the composition of the unit to:

INCLUDED: All full-time non-certified educational employees in the categories of Building Engineers, Custodians, Assistant Building Engineers, Program Supervisors, Driver Trainers, Dispatchers, Field Supervisors, Steamfitters, HVAC Technicians, Stockroom Employees, Truck Drivers, Truck Helpers, Printers, Painters, Electricians, Plumbers, Carpenters, Locksmiths, Environmental Technicians, Low Voltage Electricians, Site Maintenance Employees, Mechanics, Generator Mechanics, Body Shop Technicians, Bus Maintenance Specialists, State Inspection/Bus Wash Employees, Preparation Specialists, Relief Personnel, Small Motor Repairmen and Transportation Parts Persons employed by Rockford School District No. 205.

EXCLUDED: All supervisory, managerial, confidential, or short-term employees as defined in Section 2 of the Illinois Educational Labor Relations Act, 115 ILCS 5/1, et seq.

(ALJ Ex. 11 at 2). On May 23, 2023, the unit clarification petition mentioned above was granted, and the unit clarified as requested by that petition.

The Union and the District are signatories to a Collective Bargaining Agreement (CBA) effective July 1, 2022 through June 30, 2026. (ALJ Ex. 11 at 2). The Field Tech position is part of the District's Technology Services Division. (ALJ Ex. 11 at 3). Employees in that position currently report to Andrew Lippert. (ALJ Ex. 11 at 3). The Technology Services Division falls within the Information & Technology Department, supervised by the District's Chief Information Officer, Jason Barthel. *Id.*

Field Techs are assigned to work at the Administration Building, but regularly start and end their workdays at a school in the District within each Field Tech's assigned zone of responsibility. (ALJ Ex. 11 at 3). Their duties may include installing, maintaining, and supporting District technology resources through on-site, in person technology services, and are the primary point of contact in school buildings for technology support including installation, maintenance, and troubleshooting of District devices including mobile devices, laptops, desktop computers, Chromebooks, iPads, and related devices including interactive flat panels, document cameras, and software. *Id.* They are assigned work through a ticket system. *Id.* They work from 7:30 a.m. to 4:30 p.m., with some individual variability within those hours. *Id.* The position is a twelve-month position. (ALJ Ex. 11 at 6).

Field Techs are paid a minimum hourly rate of \$16.58, up to a maximum of \$24.87. (ALJ Ex. 11 at 4). The position only requires a high school diploma or G.E.D., but an Associate's Degree, 2-3 years of experience in the field, and certification from the Computing Technology Industry Association (also known as CompTIA A+ certification) or similar certification is preferred. (R. 131-33, ALJ Ex. 11 at 4).

The Union contains a wide range of positions in three different departments: transportation, distribution, and facilities. (R. 17). Union members have pay rates established by the CBA. (R. 21). The lowest starting salary among bargaining unit positions is \$15.53, with the highest being \$32.70. (R. 21-22, ALJ Ex. 11 at 4). Some require no prior experience at all. Some, such as the HVAC technician, require an industry certification, a four-year apprenticeship, and prior experience, with preference for applicants with an Associate's Degree. Another position, the generator mechanic, requires 3-5 years of experience with generators, plus two years of experience driving heavy trucks. The unit also contains trade positions that require four years of apprenticeship, as well as prior experience. Some other positions require only past experience, others require licensure with or without a high school diploma or G.E.D., others require both licensure and experience. (ALJ Ex. 11 at 5-6).

Most Union positions are twelve-month positions except for the Transportation Field Supervisor and dispatcher, which is a ten-month position, and the bus preparation specialists, bus maintenance specialists, and bus wash specialist positions, all of which can be either ten- or twelve-month positions. (R. 23). All District employees have the same health benefits, although the cost of insurance does vary depending on whether the employees are members of a bargaining unit. (R. 112, Respondent Exhibit H). The cost of insurance premiums for non-union employees are set by the District. (R. 111, ALJ Ex. 11 at 6). Non-union employees get 20 vacation days a year. (R. 113). Under the current CBA, Union members receive somewhere between 86 to 90 hours of vacation to start, then receive increases at years five and seven of their employment. (R. 113). On the date of the hearing, there were approximately 90 members of the bargaining unit. (R. 100).

Job titles or classifications within the unit are not assigned work that would fall under the duties of another job title or classification within the unit. (R. 24-25). They do, however, work closely with one another. (R. 25). One example given during the hearing was the installation of a classroom “smartboard”, a huge monitor that can be used to assist with classroom instruction. (R. 25). The distribution department has to deliver the board, electricians have to install a power outlet for the board, carpenters have to install a bracket for the board to go onto, then low-voltage electricians are responsible for running network cables to the board. (R. 25). Finally, the Field Techs install software and ensure that the board is working properly. (R. 26, 28).

Union President Scott Phelps testified that Field Techs acted not unlike a worker in the trades, in that they serve a specific need in the District’s buildings in much the same way as a trade worker does. (R. 13, 29). Phelps was employed as a distribution foreperson for the District. (R. 12). He had been employed in various positions by the District for 34 years. (R. 12). Phelps testified that the process to add the Field Techs to the unit began when some of them approached him about joining. (R. 15). He testified that, on the date the petition was filed, it had the support of eight Field Techs, which was a majority of the Field Techs employed by the District. (R. 30).

Logan Sprecher, who is employed by the District in the Field Tech position at issue here, testified next. (R. 58). He reviewed the job description of the Field Tech. (R. 59). He had a high school diploma, an Associate’s Degree, and some prior experience in the field before being hired by the District. (R. 60). He also received a CompTIA A+ certification after being employed by the District. (R. 75). Field Techs provide support for devices owned by the

District such as laptops, desktop computers, Chromebooks, iPads, and other devices. (R. 59). Their work can take them to any District building within the group of buildings to which the Field Tech is assigned. (R. 62). While the administration building is their home base, most of their time is spent at school buildings, the distribution warehouse, bus depot, or other non-school buildings. (R. 62, 66). Sprecher described his duties as encompassing “anything. . . that has a connection to the internet and power.” (R. 66). Field Techs receive tasks through the work order system. Work orders come in the form of “tickets”, which either come from District employees or the Field Techs themselves. (R. 67). They have no interaction with students except through teachers or other staff. (R. 67, 73). Field Techs have discretion to prioritize their own work based on the tickets they receive. (R. 78). If they do not have tickets to work on, Field Techs will work on Chromebooks from the administrative building. (R. 80).

Sprecher was not aware of any other District employees, apart from the Help Desk specialists, who use their ticketing system. (R. 73). He also has never been assigned work through the work order system used by Union employees. (R. 74). He has, however, requested trucks through the system used by other Union members. (R. 74).

Sprecher also testified as to his understanding of the Help Desk specialist position. (R. 70). He testified that, while both jobs involve technological troubleshooting, the Help Desk specialist position is performed at the administration building, and deal with issues mostly concerning software, whereas the Field Tech does things mostly on-site. (R. 70). Sprecher testified that he does not have much interaction with Help Desk specialists. (R. 70). He believed, however, that Help Desk specialists had the same sort of authority to perform work as he had as a Field Tech. (R. 87). Sprecher testified that his understanding was that Help Desk specialists get most of their work through a phone queue. (R. 88). The two positions are both in the Technology Services Department, under the direction of Andrew Lippert, though their direct supervision is different. (R. 89). There has been one individual who moved from a Field Tech position to a Help Desk specialist position, but none from a Field Tech position to a position within the Union. (R. 89). Help Desk specialists can assign Field Techs work through the ticketing system, but also can contact Field Techs directly. (R. 90). Field Techs do not collaborate with members of the Union typically, unless the Union members are “end-users” who submit a ticket just as any other employee could. (R. 91-93). They collaborate more with Help Desk specialists. (R. 93).

Chief Human Resources Officer Matthew Zediker was the District’s first witness. (R. 96). He described the bargaining unit as typically dealing with facilities and improvement of

facilities, though there are also some bus positions in the unit as well. (R. 99). The Field Tech position has not ever been a part of this or any other bargaining unit. (R. 101, 116, Respondent Exhibit G). He testified that the only people who report to the superintendent are the superintendent's executive assistant and people in the job titles of Chief Human Resources Officer, Chief Information Officer, Chief Operations Officer, Chief Communications Officer, the Chief Diversity, Equity, and Inclusion Officer, Chief Legal Counsel, a position soon to become the Chief Academic Officer, and two newly created positions called the Chief of Student Services and Chief of Schools. (R. 103).

Zediker also explained the District's sources of funding. Most positions in the unit are funded out of Fund 10, which Zediker referred to as "local dollars." (R. 104). Others, such as positions that deal with torts or risk, are funded out of Fund 8. (R. 104). Operations and maintenance are funded out of Fund 20. (R. 104-05). Zediker seemed unsure of whether Field Techs were paid from Fund 8 or 10, but that it was one of those two. (R. 104). Pay for Field Techs and Help Desk specialists are both set based on a salary range of Grade 17 or 18. (R. 107-08, 185). Approximately twelve to fifteen years ago, Field Techs and Help Desk specialists were lumped together into one position. (R. 115, 185). The positions were separated so that some employees would primarily work on the phone queue, while others would be out in the field. (R. 115).

Zediker also described the role of supervisors. Direct supervisors are responsible for performing performance evaluations. (R. 117). They are also involved in discipline of employees, in conjunction with Human Resources. (R. 117). A determination on discipline is based on the offense, the employee's record of discipline, and possibly other factors or variables. (R. 117-18). Supervisors also play a role in making decisions about hiring or firing employees or determining which employees could be subject to layoff, but those decisions would also be run through Human Resources and legal counsel. (R. 118-19). The Superintendent is not involved in any performance evaluation on a routine basis. (R. 120). The Field Tech and Help Desk specialist positions are overseen by separate supervisors, two for the Field Techs and one for the Help Desk. (R. 123). Both supervisor positions in turn report to the Director of Technology Services, Andrew Lippert. (R. 123, 129). All Field Tech and Help Desk supervisor positions are currently vacant, but the District does intend to fill those positions. (R. 123).

The District's next witness was its Chief Information Officer, Jason Barthel. (R. 124). The Chief Information Officer position has only existed since 2020. (R. 126). He reports

directly to the Superintendent. (R. 126). Barthel called the Help Desk and Field Techs as the District's "break/fix" team. (R. 128). There are seven Field Tech positions, one of which was vacant at the time of the hearing. (R. 128). Barthel described the Field Tech position as being responsible primarily for working in classrooms and other locations throughout the District, performing face-to-face troubleshooting. (R. 129). They do about 80% of their work in the field. (R. 130). The rest of their time is spent at the administration building to either pick up supplies or work on student devices such as Chromebooks. (R. 129-30).

Field Techs have a certain amount of discretion with regard to which order they accept and perform job duties. (R. 131). Their decision-making process is guided by a priority system in the ticket database, their knowledge of the various issues that might face them, the amount of work required to resolve a problem, experience with what they have done in the past. (R. 131, 134-35). Their work is scheduled and assigned by their director and their supervisor. (R. 133). There are basically two ways that Field Techs receive work requests. The first is through a ticket-based system. (R. 133). The second is through the Help Desk if the Help Desk is unable to resolve the issue remotely. (R. 133-34). If an issue comes in for a Field Tech that is better resolved by the Help Desk, a Field Tech can assign that task to the Help Desk. (R. 135). Field Techs and Help Desk specialists communicate through Microsoft Teams. (R. 136). They do not communicate with employees in any other department through Teams. (R. 136). Help Desk specialists perform the same duties as a Field Tech in the administration building, including providing in-person assistance. (R. 136, 140, 170-71). Barthel regarded the Help Desk specialist position as "very, very close" to the Field Techs. (R. 140). Barthel testified further that an employee will be placed at the Help Desk if they are more comfortable with phone conversations. (R. 141-42).

Field Techs are provided with a District cell phone and a laptop. (R. 138, 183). If they need other equipment, they generally pick it up from the administration building. (R. 139). They cannot buy supplies or equipment on their own. (R. 139). Help Desk specialists are assigned a desktop computer and a desk phone in their physical workspace. (R. 143). A Field Tech can also be called in to perform duties at the Help Desk for a day if needed. (R. 142). The two positions also work together on special projects, such as moving computers and other equipment because of remodeling in the administration building. (R. 144-45). Employees in both positions also work on repairs for Chromebooks and play small roles in other District-wide projects in conjunction with other members of the District's IT department. (R. 145-46, 154-56, 194).

Director of Technology Services Andrew Lippert testified next. (R. 163). He has been in the Director of Technology position for about a year and a half. (R. 164). Prior to that, he was a supervisor for the Field Tech position. (R. 164). He described the role of the Field Tech as identifying whether something is broken, applying a fix, and informing the end user on what happened and possibly how to prevent it happening again in the future. (R. 167). His testimony on the role of Field Techs was consistent with Barthel's, specifically on the role of the Help Desk as it relates to the Field Tech, the difference being that the Field Tech does work in the field that the Help Desk cannot do remotely, as well as the process for the assignment and performance of job duties generally. (R. 168-69, 172-73, 179-81, 186, 188, 194-95). Lippert testified about the way that Field Techs and Help Desk specialists process devices. The Field Techs go out into the field to follow up on a ticket. If the device could not be repaired on-site, the Field Tech takes it to the administrative building. (R. 174). Once the devices get to the administrative building, they are worked on by either a Field Tech or a Help Desk specialist, depending on availability. (R. 174-75, 194). Lippert testified that they interview for the Field Tech and Help Desk specialist positions at the same time and consider the same candidates for both positions. (R. 177). However, they are advertised as separate roles. (R. 185). Field Techs work from 7:30 a.m. to 4:00 p.m. (R. 184). Help Desk employees may start as early as 7:00 a.m., ending their day at 3:30 p.m., or as late as 8:30 a.m., ending their day at 5:00 p.m. (R. 184). Most are on a 8:00 a.m. to 4:30 p.m. schedule. (R. 184).

Next, the District called Christopher Gulley to testify pursuant to a subpoena. (R. 208). Gulley is employed in the Field Tech position. (R. 208). He is assigned to four schools, East High School, Rolling Green Elementary, Fairview Early Childhood, and Gregory Elementary. (R. 210). He generally starts and ends his day at school buildings. (R. 210). He decides when to take his breaks, and for how long. (R. 211). When he is not working at school buildings in his zone, he may be working on device repairs at the administrative building or at other school buildings in the District. (R. 211). He decides which work he will perform based on the priority of the task, or based on the oldest tickets he has in his system. (R. 211). If he has no tickets to work on, he works on broken Chromebooks at the administrative building. (R. 214). He estimates that about 80% of his time is spent out in the field. (R. 214).

Gulley testified that he does not have much direct contact with members of the Union. (R. 217). One example of contact he might have is through a truck request form, in order to transport something too heavy or too large to carry on his own. (R. 217). He testified that he has some contact with other positions within the IT department, but not very much. (R. 219-

20). Most work request tickets come from tickets put in by the teachers and office professionals. (R. 221, 224). Tickets from the Help Desk do come in occasionally, but not very often, and when it happens it is usually urgent. (R. 227). He does not put in tickets for the Help Desk to handle. (R. 228). He does support electronic devices such as televisions or smartboards but is not responsible for mounting them on the wall. (R. 223-24). Once they are mounted, he could resolve issues with things like network connectivity, software or peripherals. (R. 224).

The next witness called by the District was Andrew Flowers, who also testified pursuant to a subpoena. (R. 235). He is employed as a Help Desk specialist. (R. 235). He had some prior experience with IT work before being hired by the District, and he is Apple certified for repairs and consultations. (R. 236). He has been employed by the District for about two years. (R. 235). His main responsibility is to assist people who call the Help Desk phone system. (R. 235). They also have a Help Desk window at the administration building. (R. 235). Apart from that, he does some work including the repair of computers, shipping out computers that need more extensive repairs, resolving network issues, and general IT work at the administration building. (R. 235, 239-40, 250). He works from a cubicle in the Help Desk area at the administration building and never goes out into the schools. (R. 237-38). There is no Field Tech assigned to work at the administration building because those responsibilities are handled by the Help Desk specialists. (R. 240). Flowers described being able to contact other IT staff for networking connectivity and security issues through Microsoft Teams or email. (R. 242-43). The Help Desk takes calls in the order they come in on a first-come, first-served basis, using a queue management system. (R. 245).

If he cannot fix a problem over the phone, Flowers testified that he can put in a support ticket to send a Field Tech out to try to resolve it. (R. 247). He also has the option of contacting Field Techs through Teams or email if, for instance, there is a high-priority problem that stops a classroom from working. (R. 247-48). Flowers described the distinction between the positions as being that the Field Techs are going to be working on hardware more than the Help Desk specialists, because they are out in the field and able to physically repair devices should that be needed. (R. 249). Most of the time when a Help Desk specialist sends a ticket to a Field Tech it is because the issue is related to hardware. (R. 249-50). Flowers also helps set up new laptops when they are first delivered to the District, including the installation of all relevant software. (R. 251-52).

The District's final witness was Michael Phillips, its Chief Operating Officer. (R. 262). He oversees the Facilities, Design and Construction, Logistics and Support Services, Small Operations Department, Nutrition Services, and Transportation Departments, collectively referred to as Operations. (R. 262). He had been in this role for almost three years. (R. 263). Prior to taking on the job of Chief Operating Officer, he was the Executive Director of Facilities, where he oversaw the work performed by some Union members. (R. 263, 265). In his previous job, he oversaw everything that falls under his current remit except for Transportation and Nutrition Services. (R. 264-65). He testified that Union members are only in the Facilities, Logistics and Support, and Transportation Departments, as far as he knew. (R. 265). The Facilities and Logistics Departments work out of the Operations Support Services Center. (R. 267-67). The Transportation Department works out of the Sterling Holley building. (R. 267). Neither building hosts any instructional facilities. (R. 267). Tradespeople have work hours that begin at 5:00 a.m. to 1:30 p.m. or 6:00 a.m. to 2:30 p.m. (R. 271). The early hours are necessary to ensure that they can get into classrooms and school buildings prior to normal business hours to get work orders accomplished. (R. 271). Most employees in Operations, Transportation, or Logistics work 12 month schedules, with some exceptions. (R. 290). He does not have any direct supervision over any job title that is part of the bargaining unit at issue here. (R. 268).

The Operations Department uses a system called SchoolDude to assign work. (R. 275). SchoolDude is used for work orders for facilities work. (R. 275). Generally, when a work order comes in to SchoolDude, a senior manager assigns it to a foreman, who distributes the work among their staff. (R. 276). The Operations Department tracks the hours that a particular work order requires. (R. 276). Employees in mechanical, engineering, and plumbing positions within the bargaining unit often have the discretion to prioritize their work on lower priority items if there is not emergency or high priority work that requires immediate attention. (R. 277). On job assignments that require multiple trade workers, each section is assigned separately through SchoolDude, in whatever order is required to perform the work. (R. 278). When one tradesperson finishes, the work order returns to the foreman, who assigns the next portion of the job. (R. 278-79). They do not interact in this way with any other position in the District. (R. 278). End users do not have the authority to close SchoolDude work tickets. (R. 278). Tradespeople have the authority to purchase up to \$2,500.00 in equipment or supplies to perform work in the field. (R. 279).

In the event that there is work performed by tradespeople that requires network connectivity or software installation, the need for a Field Tech would be communicated either through a project manager or to whoever submitted the initial work order. (R. 283). In either case, an IT ticket would need to be opened. (R. 283). They would not use the SchoolDude system to assign a Field Tech to perform this work. (R. 283-84).

For the Transportation Department, positions within the Union include diesel mechanics, parts people, field supervisors, and program supervisors. (R. 285). Mechanics work two separate shifts, one beginning at 5:00 a.m. and another at 11:00 or 11:30 a.m. (R. 285). Employees in the Transportation Department all have District-issued phones but use shared computer terminals. (R. 285). Their work is tracked and assigned through a system called FleetSoft. (R. 285). The Logistics Department has warehouse workers, truck drivers, and distribution workers. (R. 287). Logistics has separate work request forms for distribution items, for print services, or for truck requests. (R. 287). They work from 7:00 a.m. to 3:30 p.m. (R. 288). Most of their day is spent “out and about”, except for a few who only work at the warehouse. (R. 288). When they are out and about, they have District-issued vehicles, wear uniforms, and they need to return to the Operations center at the end of the day. (R. 288). They also typically share computer terminals. (R. 289).

II. Issues and Contentions

The District argues that the Field Tech position should not be added to the bargaining unit because it does not share a community of interest with the unit as currently constructed. In the alternative, the District argues that the unit would only be appropriate if the Help Desk specialist position is also included. The Union argues that the unit as petitioned for is appropriate.

III. Discussion and Conclusions of Law

Section 7 of the Illinois Educational Labor Relations Act grants the IELRB the authority to recognize bargaining units that contain employees with an identifiable community of interest in a way that grants employees the “fullest freedom” in exercising the rights guaranteed by the Act. 115 ILCS 5/7 (2021). In determining whether a unit is appropriate, the IELRB considers factors such as “historical pattern of recognition, community of interest, including employee skills and functions, degree of functional integration, interchangeability and contact among employees, common supervision, wages, hours, and other working conditions of the employees involved, and the desires of the employees.” 115 ILCS 5/7(a) (2021). These factors should be considered in the light of all

surrounding circumstances, including the diversity already present within the unit. Thornton Township High School Dist. 205, 2 PERI 1103 (IELRB Opinion and Order, August 20, 1986). Section 7(a) does not require that a unit be *the most* appropriate unit, only that the unit be *an* appropriate unit. Sandburg Faculty Association v. IELRB, 248 Ill. App. 3d 1028, 1036 (1st Dist. 1993).

A. Duties, Departments, and Supervision

The District's first argument is that the Field Techs should not be included in the existing bargaining unit because they have different duties, separate workplaces, are part of a different department, and have separate supervision from members of the unit as currently constructed. To support this argument, the District cites Sandburg Faculty Association, IEA-NEA v. IELRB, 248 Ill. App. 3d 1028 (1st Dist. 1993), to support the argument that an appropriate unit is one where there is a high level of integration, functional, and social conduct, interchangeable duties, and common benefits and grievance procedures. This argument is flawed because it mistakes the findings in Sandburg for the legal standard.

In Sandburg, the 1st District held that a unit comprised of about 50 faculty members of a small public community college could be expanded to add approximately 45 more positions that are non-faculty in nature. 248 Ill. App. 3d at 1043. In so doing, it overruled the IELRB, which found that the unit was inappropriate because the faculty had a "collegial" role in decision-making and because the tenure process rendered faculty employment fundamentally different from that of other employees. *Id.* at 1034. However, the Court found that the IELRB's decision was incorrect because it did not consider all relevant factors – namely, that the employees all shared a common employer, had similar wages, benefits, and hours, all work within the same facility, often have interchangeable duties, interact often, and share common supervision. *Id.* at 1039-1042. Accordingly, the Court found that the IELRB's decision that the unit was not appropriate was incorrect as a matter of law. *Id.* at 1036. Furthermore, and more relevant to this discussion, the Court also found that even if it accepted the IELRB's interpretation of the statute, it would have found the Board's decision to go against the manifest weight of the evidence, despite the usual deference afforded to an agency's interpretation of its own statute. *Id.*

In other words, the community of interest factors in Sandburg were so overpowering in this case that the appellate court was compelled to overturn the IELRB's final decision even if it accepted the Board's final interpretation of the statute. This is instructive: when the Court found, as it did, that there is a high level of functional integration,

interchangeability, and social contact, the Court was not setting a standard that other units must subsequently meet or exceed for a community of interest to be found. Rather, it is laying out the case that the IELRB's decision was manifestly incorrect and must be overturned.

Here, the unit at issue in this petition has employees in at least five separate departments: Print Shop, Facilities, Administration, Transportation, and Distribution. Each of those positions has its own, separate, supervision, all the way up to the Chief Operating Officer, Michael Phillips. Phillips's position is cabinet-level in nature, meaning that he reports to the Superintendent. The District may argue that the supervision is the same for members of the current unit because they all eventually report to Phillips. However, Zediker's testimony established that supervisory functions such as performance evaluations are performed by direct supervisors, who then report to their Director. In turn, the Director reports to a Chief officer. While the Union's argument that the employees share common supervision because they all ultimately report to the superintendent may be overly simplistic, it is not functionally different from the District's argument that members of the current unit share common supervision under Phillips even though Phillips is only one step down the organizational chart from the superintendent and, like the superintendent, does not have any role at all in evaluating or supervising Union employees.

Finally, the District places great weight on the degree to which Union members and Field Techs have different job duties that limit functional or social contact. It argues that, because bargaining unit members typically start their workday by reporting to a central work location and are assigned work from there, they are different from Field Techs who start their day at a work location, prioritize their own work based on tickets received through a system and provide technological support to "end users". These are minor distinctions. As with many positions already contained within the Union, the Field Tech performs much of their work out among the various buildings within the District. While they have discretion to prioritize the work assigned to them, they are assigned work through a ticketing system designed for the purpose of assigning that work, in much the same way that that mechanics, electrical workers, and plumbers, among others, receive requests for work.

Similarly, the Union has demonstrated that Field Techs have a similar level of functional and social contact to the rest of the bargaining unit. Field Techs submit requests for vehicles from the Transportation Department. They cooperate with several other positions in the unit with the installation of smartboards and other technological equipment. Every employee of the District has access to a computer, and if that computer requires in-

person service, the person providing that service would be a Field Tech. While there is no level of interchangeability between the Field Tech and other members of the bargaining unit, there is also no level of interchangeability between members of the current unit.

During the hearing, the District frequently sought to draw comparisons between the Field Tech position and the Help Desk specialist position. While the two positions have broadly similar duties, it is telling that the two positions were once a single position but were subsequently separated and placed under different direct supervision. At the time of the hearing, the two Field Tech Supervisor positions and the one position for Help Desk supervisor were all vacant, but the District made clear that those were positions that it intended to fill. Furthermore, while there was testimony that Help Desk specialists sometimes submitted tickets for work to Field Techs, the process for doing so was not substantially different from any other employee of the District, and the nature of the requests submitted by the Help Desk specialist is for work that the Help Desk specialists could not perform specifically because it required in-person service.

B. Pay, Benefits, Hours, and Hiring Requirements

The District then argues that the positions have very different pay, benefits, and educational requirements. It argues that, while most positions in the unit do not require, but some do prefer, a college degree, many union positions are trades, which have their own educational and apprenticeship requirements. However, many positions in the unit are not trades. Several unit positions also prefer applicants with an Associate's Degree. Most require some level of experience. Others require a professional certification, while others require an apprenticeship or other proof of the required expertise. The District's requirements for Field Techs are a high school diploma or G.E.D., plus some experience in the field, with a preference for an Associate's Degree and CompTIA A+ certification. There is no practical difference between the requirements for a Field Tech and those of many bargaining unit positions. Similarly, the pay for Field Techs falls within the scale established by the CBA for unit members. Every employee of the District has access to the same health insurance programs, the only difference being that the amount a Union member contributes toward their own insurance is collectively bargained. Field Techs work a 12-month schedule, as do most members of the bargaining unit. They also work similar hours, although some bargaining unit positions begin their workday earlier so that they can perform necessary job duties without impairing the operation of District's facilities during normal working hours.

C. Desires of the Employees

A significant factor here is that the Field Techs appear to very much desire to be in the bargaining unit. Of the nine Field Techs that were employed by the District at the time the petition was filed, eight of them submitted authorization cards that represent their choice to join the bargaining unit and be represented by the Union. This is especially relevant in this case because the Act was written to ensure that employees have the fullest freedom in exercising the rights guaranteed by the Act. University of Illinois, 21 PERI 119. It is unclear what the District could propose as an alternative to adding the Field Techs to this unit. No other union has petitioned to add the Field Techs to their bargaining unit, and the District has not provided any evidence that there is a history of collective bargaining with some other unit that would preclude the Field Tech's addition.

To that point, the District's argument that the Field Tech's addition to the bargaining unit should only be permitted if they are in a unit with Help Desk specialists would also run afoul of the purpose of the Act. The Help Desk specialists were not petitioned for, have not expressed interest in joining the bargaining unit, are not members of another unit, and have not been petitioned for by another Union. The community of interest factors may or may not demonstrate that a "more appropriate" unit would exist if the Help Desk specialists were included, but their inclusion in the unit would deprive them of the right to choose their own representative and deny them the fullest freedom in exercising the rights protected by the Act. As it stands, a sufficient community of interest exists to justify adding the Field Techs, without having to also add the Help Desk specialists.

D. Conclusion

In conclusion, I recommend a finding that the petitioned-for bargaining unit contains a sufficient community of interest to constitute an appropriate unit under the Act. I also would recommend a finding that there are no issues of fraud or coercion.

IV. Recommended Order

Unless this recommended decision and order is rejected or modified by the Board, this matter is remanded to the Executive Director to complete processing of the Majority Interest Petition consistent with this Recommended Decision and Order. An appropriate bargaining unit is as follows:

INCLUDED: All full-time non-certified educational employees in the categories of Building Engineers, Custodians, Assistant Building Engineers, Program Supervisors, Driver Trainers, Dispatchers, Field Supervisors, Steamfitters, HVAC Technicians, Stockroom Employees, Truck Drivers, Truck Helpers, Printers, Painters, Electricians, Plumbers, Carpenters, Locksmiths,

Environmental Technicians, Low Voltage Electricians, Site Maintenance Employees, Mechanics, Generator Mechanics, Body Shop Technicians, Bus Maintenance Specialists, State Inspection/Bus Wash Employees, Preparation Specialists, Relief Personnel, Small Motor Repairmen, Transportation Parts Persons, and Technology Specialist I employed by Rockford School District No. 205.

EXCLUDED: All supervisory, managerial, confidential, or short-term employees as defined in Section 2 of the Illinois Educational Labor Relations Act, 115 ILCS 5/1, et seq.

V. Right to File Exceptions

Pursuant to Section 1110.105(k)(2) of the Board’s Rules and Regulations, Ill. Admin. Code, tit. 80, ¶ 1110.105, the parties may file written exceptions to this Recommended Decision and Order and briefs in support of those exceptions no later than 7 days after receipt of this decision. Exceptions and briefs must be filed with the Board’s General Counsel. If no exceptions have been filed within the 7-day period, the parties will be deemed to have waived their exceptions. Under Section 1110.20 of the Board’s Rules, Ill. Admin. Code tit. 80, ¶ 1110.20, parties must send a copy of any exceptions they choose to file to the other parties and must provide the Board with a certificate of service. A certificate of service is “a written statement, signed by the party effecting service, detailing the name of the party served and the date and manner of service.” Ill. Admin. Code tit. 80, ¶ 1100.20(e). If a party fails to send a copy of its exceptions to the other parties or fails to include a certificate of service, that party’s appeal rights with the Board will end.

Dated: August 29, 2023
Issued: Chicago, Illinois

/s/ Nick Gutierrez
Nick Gutierrez
Administrative Law Judge

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