

STATE OF ILLINOIS  
EDUCATIONAL LABOR RELATIONS BOARD

Harriet Naylor,	)	
	)	
Charging Party	)	
	)	
and	)	Case No. 2024-CB-0007-C
	)	
West Suburban Teachers Union	)	
Local 571, IFT-AFT, AFL-CIO,	)	
	)	
Respondent	)	

**OPINION AND ORDER**

**I. Statement of the Case**

On September 28, 2023, Harriet Naylor (Naylor or Charging Party) filed a charge with the Illinois Educational Labor Relations Board (Board) in the above-captioned matter alleging that West Suburban Teachers Union Local 571, IFT-AFT, AFL-CIO (Union or Respondent) committed unfair labor practices within the meaning of Section 14(b) of the Illinois Educational Labor Relations Act, 115 ILCS 5/1, *et seq.* (Act or IELRA). Following an investigation, the Board’s Executive Director issued a Recommended Decision and Order (EDRDO) dismissing the charge. Naylor filed timely exceptions to the EDRDO. The Union did not file a response to Naylor’s exceptions.

**II. Factual Background**

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

**III. Discussion**

Section 1100.20(e) of the Board’s Rules and Regulations (Rules), 80 Ill. Admin. Code 1100-1135, requires documents filed with the Board to be accompanied by 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.” Section 1100.20(e). Per Section 1100.20(f), failure of a party to serve a document or failure to attach a certificate of service may be grounds to strike the document if the failure results in prejudice to another party or demonstrates disregard of the Board’s

processes. Section 1120.30(c) of the Rules states that when a charging party files exceptions to an EDRDO, “copies of all exceptions and supporting briefs shall be served upon all other parties and a certificate of service shall be attached.” The Board has consistently stricken exceptions where a party has failed to provide a certificate of service or otherwise demonstrate that the exceptions have been served on the other parties. *Int’l Union of Operating Engineers, Local 143-143-B*, 21 PERI 23, Case No. 2004-CB-0013-C (IELRB, February 17, 2005). The Appellate Court approved this practice in *Jones v. IELRB*, 272 Ill.App.3d 612, 650 N.E.2d 1092 (1st Dist. 1995). In *Cahokia Federation of Teachers*, 19 PERI 1098, Case No. 2002-CB-0001-S (IELRB Opinion and Order, February 27, 2003), the Board found that the charging party’s cc at the end of her exceptions listing names and addresses of respondent’s representatives met the certificate of service requirement because it had all the characteristics listed in Section 1100.20(e). Under certain circumstances, exceptions filed by an email to the Board’s general email address that is simultaneously cc’d to the other party’s representative could meet the certificate of service requirement. See *Ortega/Des Plaines Educational Personnel Association, IEA-NEA*, 41 PERI 13, Case No. 2022-CB-0007-C (IELRB Opinion and Order, June 18, 2024).

In this case, Naylor filed her exceptions with the Board via certified U.S. mail and did not attach a certificate of service to her exceptions or otherwise demonstrate that she served her exceptions upon the Union. Naylor was informed of this requirement in the “Right to Exceptions” section of the EDRDO, instructing her that:

[E]xceptions 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.” [emphasis in original]

The Union did not file a response to Naylor’s exceptions. That could be because Naylor did not serve her exceptions on the Union, prejudicing them because she denied them an adequate opportunity to respond. Or it could be because Naylor served her exceptions on the Union, and they elected not to respond. Had Naylor served her exceptions on the

Union, and they elected not to respond, her failure to attach a certificate of service demonstrates a disregard for the Board's processes that were clearly specified to her in the EDRDO. Therefore, we strike Naylor's exceptions.

Even if Naylor had met the certificate of service requirements, nothing in her exceptions warrants overturning the Executive Director's dismissal of the charge. Naylor's exceptions pertain to the portion of her charge alleging that the Union violated its bylaws for officer elections. The complained-of conduct does not violate the Act's duty of fair representation, nor any other provision of the Act. The Board has found that to establish a violation of Section 14(b)(1) of the Act, a charging party must identify rights under the Act 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 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, Case No. 88-CB-0008-S (IELRB Opinion and Order, September 2, 1988). Rather than the duty of fair representation, the instant case concerns internal union matters, which the Board has previously held are not within its jurisdiction to remedy. *Id.* The Union's election of officers is an internal matter, concerning its governance and enforcement of its rules relating to membership in the Union, as opposed to rights provided under the Act. *Id.* If we had considered Naylor's exceptions instead of striking them for failure to attach a certificate of service, we would have affirmed the EDRDO because Naylor's charge involves internal union matters over which this Board has no jurisdiction.

#### **IV. Order**

For the reasons discussed above, IT IS HEREBY ORDERED that the exceptions are stricken. The Executive Director's Recommended Decision and Orders 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 14, 2024**

Issued: **August 14, 2024**

/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 September 28, 2023, Charging Party Harriet Naylor filed an unfair labor practice charge with the Illinois Educational Labor Relations Board (IELRB or Board), alleging that Respondent, West Suburban Teachers Union Local 571, IFT-AFT, AFL-CIO, violated Section 14(b) of the Illinois Educational Labor Relations Act, 115 ILCS 5/1, *et seq.* (2012), *as amended*. 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, Harriet Naylor (Naylor) was an educational employee within the meaning of Section 2(b) of the Act, employed by Proviso Township High School District 209 (District). The District is an educational employer within the meaning of Section 2(a) of the Act. West Suburban Teachers Union Local 571, IFT-AFT, AFL-CIO (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 certain of the District's employees. At all times material, the District and the Union were parties to a collective bargaining agreement for the unit to which Naylor was a member.

**B. Facts Relevant to the Unfair Labor Practice Charge**

Naylor's charge alleges that the Union has "defrauded" and failed to protect its membership. Her primary allegations involve elections that the Union ran in August and September of 2023 that Naylor and other Union members allege were not run pursuant to the Union's bylaws. Following the September 2023 election, Ida Chester, the President of the Union Council to which Naylor belongs, had the ballots locked away until an Executive Board quorum could be present for the ballot count, and scheduled the ballot count for September 13, 2023. Naylor was on the ballot in September 2023 for Secretary. On September 14, Chester sent out an email congratulating the winners of the election, including a person who apparently defeated Naylor in that election to become the Union secretary.

Her charge also alleges that Chester, the President of the Union Council to which Naylor belongs, disclosed her health information to someone that Chester claimed was a Union representative and Naylor claimed was not, while determining a course of action on Naylor's grievance regarding days Naylor was

unable to work because of COVID-19. She further alleges that Chester has installed members as building representatives without having previously been elected, that Chester has allowed the Union to go without a treasurer for "over a year", and that Union members have lost money because of this lack of a treasurer.

Another allegation contained within Naylor's charge is that that the Union has allowed the District to commit several contract violations. She claims that the District has hired employees to Union job titles at a rate of pay higher than employees who have been doing the job for longer periods of time. She also claims that the District has fired a group of Union employees without the knowledge or input of Union membership. She also claims that the Union has allowed non-Union workers to perform Union work and has failed to adequately resolve grievances filed by and on behalf of Union members.

Finally, Naylor's charge alleges that Ida Chester's term as President has expired and that she should give up her seat and allow someone else to take over as Council President. Chester was elected on or about March 29, 2022. Naylor claims that the Union bylaws state that the term as President is two years, and that Chester therefore should no longer be President of the Union as of March 29, 2024. As of April 17, 2024, Chester is still acting as President of the Union.

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

Herein, Naylor alleges that the Union has committed several violations of its duty of fair representation pursuant to Section 14(b)(1) of the Act. The Union denies that the complained-of conduct violates the Act.

### **IV. DISCUSSION**

For a complaint to issue, Naylor must demonstrate that sufficient evidence exists to support a finding that the Act has been violated should that evidence not be rebutted at a hearing. Lake Zurich, 1 PERI 1031 (IELRB Opinion and Order, November 30, 1984). For the Charging Parties to demonstrate that such evidence exists, they must show that the Union breached its duty of fair representation through intentional misconduct, pursuant to Section 14(b)(1) of the Act. 115 ILCS 5/14(b)(1) (2022). To show that the Union committed intentional misconduct, the Charging Parties must identify a right or rights that she has been restrained or coerced from exercising, and demonstrate that the Union acted in a fraudulent, deceitful, or deliberately hostile manner and that the alleged misconduct (1) was aimed at the Charging Parties, and (2) occurred because of one's status (race, gender, national origin, etc.) or because of animosity between one or more of the Charging Parties and the Union (such as that based on past support for dissident unions or personal conflict). Paxton-Buckley-Loda Education Association v. IELRB, 304 Ill. App. 3d 343 (4<sup>th</sup> Dist. 1999); Metropolitan Alliance of Police v. ILRB, 345 Ill. App. 3d 579, 589 (1<sup>st</sup> Dist. 2003). The rights in question are defined in Section 3(a) of the Act, which grants educational employees the right to organize, form, join, or assist in employee organizations or to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection or to refrain from engaging in any or all such activity.

Almost all the matters raised by Naylor, including matters concerning Union elections, bargaining strategy, internal communications, meeting scheduling, and contract ratification, are internal union matters

over which the IELRB has no jurisdiction. For example, in Washington and East St. Louis Federation of Teachers, Local 1220, IFT-AFT, 4 PERI 1132 (IELRB Opinion and Order, September 12, 1988), the IELRB declined to involve itself in a dispute wherein a Union member was expelled from her union because she had an altercation with the union president and wanted to run against him in an upcoming election. In that case, the IELRB held that, unless there is an impact on or nexus to an employee's employment conditions, a union's conduct with respect to its internal matters cannot violate the Act.

Here, there is no evidence that Naylor's disagreements with the Union leadership have had any bearing on the terms or conditions of her employment, nor has she provided any evidence that action taken by the Union as it relates to matters she has raised has had any such effect or would tend to bring about any such effect in the future. Similarly, Naylor's claims about grievance processing also fall short of raising an issue of law or fact as to whether the Union violated its duty of fair representation. A Union has a wide range of discretion in representation matters and may consider factors including but not limited to the perceived merit of the complaint, the likelihood of success in any action based on the complaint, the cost of prosecuting such an action, and the possible benefit to the membership as a whole. Jones v. IELRB, 272 Ill. App. 3d 612, 622-23 (1<sup>st</sup> Dist. 1995). Naylor has provided no evidence of the Actions she alleges have deprived the Union's membership of a fair resolution of grievances, and therefore has not demonstrated that the Union made decisions on grievances for improper reasons.

For these reasons, there is no issue of law or fact upon which a complaint for hearing may issue.

#### 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), Ill. Admin. Code tit. 80, §§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, 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 2nd day of May, 2024.**

**STATE OF ILLINOIS  
EDUCATIONAL LABOR RELATIONS BOARD**

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**Victor E. Blackwell  
Executive Director**

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