STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD

University Professionals of Illinois, Local 4100, IFT-AFT, AFL-CIO,	)	
Charging Party	)	
and	)	Case No. 2025-CA-0016-C
University of Illinois, Springfield,	)	
Respondent	)	

OPINION AND ORDER

I. Statement of the Case

On September 3, 2024, University Professionals of Illinois, Local 4100, IFT-AFT, AFL-CIO (Charging Party or Union) filed an unfair labor practice charge with the Illinois Educational Labor Relations Board (IELRB or Board) alleging that University of Illinois, Springfield (Respondent or University) violated Section 14(a) of the Illinois Educational Labor Relations Act (Act or IELRA), 115 ILCS 5/1, *et. seq*. Following an investigation, the Board's Executive Director issued a Recommended Decision and Order (EDRDO) dismissing the charge. The Union filed timely exceptions to the EDRDO, and the University filed a timely response to the exceptions.[1]

II. Factual Background

We adopt the facts as set forth in the underlying EDRDO. We briefly summarize and supplement the facts as needed.

In January 2024, roughly nine months before this charge was filed, the Board certified the Union as the exclusive representative of a bargaining unit comprised of full-time nontenure-track faculty employed by the University. By mid-January 2024, the parties set off to bargain their initial collective bargaining agreement (CBA). The parties reached the initial CBA in March 2025, after this charge was filed. The CBA contains a grievance arbitration process.

[1] The Union requested and was granted several unopposed requests for extension of time to file its exceptions.

While the parties were still negotiating the CBA, the Union filed a grievance concerning employee workloads pursuant to the Faculty Personnel Policy (FPP) manual, the University's employee handbook. The Union's Field Service Director filed the grievance with the University Ombudsman on behalf of approximately seventeen bargaining unit members.

The Ombudsman told the Field Service Director that he did not believe the matter fit within the University's grievance resolution procedures and directed him to follow up with the University's General Counsel and/or its Assistant Director of Labor and Employee Relations for the appropriate next steps. The Field Service Director asked the Ombudsman whether he was saying that the University would not process the grievance under the procedure contained in appendix 8 of the FPP manual. In reply, the Ombudsman reminded the Field Service Director that "my role is as a non-decision maker, assisting with problem identification and referral options. As such, and in my professional opinion with the information that I have, it does not appear that this dispute falls within the grievance procedure, which is why in my last response, I have directed you to resources and referrals regarding your request. Please reach out to these individuals for further assistance." The Field Service Director wrote back to the Ombudsman that that was not the grievance process in the FPP manual and asked whether he had forwarded the grievance and request to mediate to the University for a response. The Field Service Director forwarded the email chain to the University's Chancellor and its Provost. While the Ombudsman was copied on the email, the General Counsel and the Assistant Director of Labor and Employee Relations were not. The Ombudsman responded that the Union lacked standing to pursue the grievance under the FPP and therefore had no access to the grievance process and welcomed the Field Service Director to contact those listed in previous correspondence. The Field Service Director replied to the Ombudsman, with courtesy copies to the Chancellor and Provost, that he assumed the Ombudsman was now speaking for the University when he said that it would not process the grievance internally. After the Chancellor and Provost forwarded the Field Service Director's emails to her for a response, the General Counsel wrote to the Field Service Director that bargaining unit members could have a non-participating support person

with them for any meetings if they would like and that the Union did not have any standing under the FPP. The Field Service Director replied that the Union would be pursuing legal action.

According to the University, prior to the execution of an initial CBA, it has never allowed a union to process grievances in their own name pursuant to the Personnel Policy Manual.[2] By way of example, the University explains that when the UPI United Faculty bargaining unit was first certified in February 2015, tenured and tenure-track faculty were permitted to continue processing grievances in their own name, with their union representatives being permitted to aide them at various grievance steps and the University was willing to discuss grievances with their union outside the context of the Personnel Policy Manual.

III. Discussion

The charge alleged that the University violated Section 14(a)(1), (3) and (5) of the Act. The Executive Director found that the University's refusal to process or arbitrate the grievance did not violate the Act, as the parties had not finalized their initial CBA, that there was no evidence that the University refused to bargain the workload issue, that there was no evidence that the University took adverse action against any of the employees who participated in the FPP grievance, and that the University's position on the FPP grievance did not have the effect of coercing restraining or interfering with the exercise of protected rights. The Union filed exceptions requesting that the Board reverse the EDRDO and issue a complaint alleging the University's conduct violated the Act.

First, the Union argues that the FPP does not relegate a union representative to the role of a "non-participating support person" and that the University's reading of it as such constitutes a unilateral change in violation of Section 14(a)(5) and unlawful discrimination under Sections 14(a)(1) and (3). The record indicates that the conduct at issue was the University's refusal to allow the Union to file the FPP grievances on the employees' behalf. The University did not

[2] It is unclear whether the Personnel Policy Manual the University refers to in its example is the Faculty Personnel Policy Manual.

refuse to allow the Union to assist employees during the FPP process. Nor did it shut the Union out of that process. The FPP allows employees to be assisted by the Union in pursuing their grievances. Beyond that, the University offered to discuss the grievance and the topics it concerned with the Union.

An employer violates its duty to bargain when it unilaterally changes the status quo involving a mandatory subject of bargaining without either providing the exclusive representative with adequate notice and a meaningful opportunity to bargain about the changes or reaching an agreement or not bargaining to impasse without the exclusive bargaining representative regarding that change. *County of Cook*, 15 PERI ¶3008 (IL LLRB 1999): *County of Woodford*, 14 PERI ¶2015 (IL SLRB 1998); *City of Peoria*, 11 PERI ¶2007 (IL SLRB 1994). This applies to the circumstances where an employer is attempting to change the status quo as to terms and conditions of employment after the certification of an exclusive bargaining representative and during bargaining for an initial collective bargaining agreement. *County of Cook*, 15 PERI ¶3008; *NLRB v. Katz*, 369 U.S. 736 (1962); *Waste Systems, Inc.*, 307 NLRB 52 (1992); *Central Maine Morning Sentinel*, 295 NLRB 376 (1989). There is nothing in the record to indicate that the University's refusal to allow the Union to file the FPP grievance was a unilateral change, that is, that the University's actions amounted to a change to bargaining unit members' terms and conditions of employment. Workloads have been deemed a mandatory subject of bargaining. *Mundelein Elementary School District No. 75*, 4 PERI 1052, Case No. 85-CA-0057-C (IELRB Opinion and Order, March 4, 1988). Accordingly, the General Counsel directed the Union to its Assistant Director of Labor and Employee Relations if it wished to discuss bargaining the topic. But the issue in this matter is the University's refusal to allow the Union to initiate a grievance under the FPP, not the subject matter of the FPP grievance.

There was no evidence of adverse employment action necessary for a complaint to issue on the Union's discrimination allegations. In support of its 14(a)(3) claim, the Union contends that the University's conduct treats unions more severely than it does other types of representatives. It is unclear whether the Union is offering this as the adverse action. An adverse employment

action is a significant change in employment status, such as hiring, firing, or other decisions that significantly alter the terms and conditions of employment. *Robinson v. Village of Oak Park*, 2013 IL App (1st) 121220 at ¶ 41, 990 N.E.2d 251, 262, *citing Stutler v. Illinois Dept. of Corrections*, 263 F. 3d 214, 217 (7th Cir. 2001). Disparate treatment can be a factor used to infer that adverse action is motivated by employees' protected or union activity. *City of Burbank v. ISLRB*, 128 Ill. 2d 335, 538 N.E.2d 1146 (1989). Assuming, arguendo, that a broad accusation of differing treatment fit the definition of adverse action, nothing in the record indicates that the University is treating the Union or members of its bargaining unit more severely than other representatives or non-bargaining unit employees.

The Union's second argument is that members of a newly certified union have a right to union representation when they deal with employers over terms and conditions of employment. We enthusiastically agree with the Union on this point. Despite that, we are unable to locate anything in the record to indicate that the University deprived bargaining unit members of that right. The Union relies on Section 3(b) of the Act:

> Representatives selected by educational employees in a unit appropriate for collective bargaining purposes shall be the exclusive representative of all the employees in such unit to bargain on wages, hours, terms and conditions of employment. However, any individual employee or a group of employees may at any time present grievances to their employer and have them adjusted without the intervention of the bargaining representative as long as the adjustment is not inconsistent with the terms of a collective bargaining agreement then in effect, provided that the bargaining representative has been given an opportunity to be present at such adjustment.

Nothing in the EDRDO conflicts with Section 3(b) or detracts from the rights of bargaining unit members to have the Union present in such dealings. That is because the Union in this case was not denied the opportunity to be present at the FPP grievance proceedings.

The Union claims that its role in FPP grievances is relegated to a non-participating support person, which it says means that bargaining unit members seeking union assistance in those grievances must essentially waive their right to union representation to do so. That is not the

case here. The Union was not denied the opportunity to be present at the FPP grievance proceedings and the University offered to discuss the grievance and the topics it concerned with the Union. The Union characterizes the University's response to this charge as open to discuss the grievance and to allow the Union to represent its members during the grievance. According to the Union, this is inconsistent with University administrators' actual statements that it does not have standing to represent members under the FPP and that its representative cannot participate in meetings under appendix 8 of the FPP. In his role as non-decision maker, the Ombudsman told the Field Service Director that the Union did not have standing under the FPP and therefore no access to the grievance process. The General Counsel likewise told the Field Service Director that the Union did not have standing under the FPP and that bargaining unit members could have a non-participating support person with them for any meetings. There is nothing in the record to indicate that the University told the Union it could not assist bargaining unit members in the grievance process or attend grievance proceedings. Nor is there evidence that the University refused to discuss the grievance with the Union. The Union submitted nothing in support of the charge that contradicts the University's position that the Union itself does not have standing to file an FPP grievance, the Union itself cannot access the grievance process.

Finally, the Union argues that the University's position would allow it to engage in direct dealing in violation of Section 14(a)(5) of the Act. An employer who bargains directly with its employees with respect to mandatory subjects of bargaining rather than bargaining with their exclusive representative breaches its duty to bargain in good faith and violates Section 14(a)(5) of the Act. *Board of Education of Sesser-Valier Community Unit School Dist. No. 196 v. IELRB*, 250 Ill. App. 3d 878, 620 N.E.2d 418 (4th Dist. 1993). In and of itself, direct communication by the employer with individual employees does not constitute bypassing of the union in the establishment of wages, hours and terms and conditions of employment. *Procter & Gamble Mfg. Co.*, 160 NLRB 334 (1996). The fundamental inquiry in direct dealing cases is whether the employer chose to deal with the union through the employees rather than with the employees

through the union. *Streator High School District No. 40*, 14 PERI 1058, Case No. 97-CA-0049-S (IELRB Opinion and Order, April 9, 1998); *Machinists District Lodge 190 v. NLRB*, 827 F.2d 557 (9th Cir. 1987). There is no evidence that the University sought to exclude the Union from the FPP grievance process by its position that the Union does not have standing to file or initiate FPP grievances.

IV. Order

For the reasons discussed above, IT IS HEREBY ORDERED that the Executive Director's Recommended Decision and Order dismissing the unfair labor practice 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 17, 2025**
Issued: **September 17, 2025**

/s/ Lara D. Shayne
Lara D. Shayne, Chairman

/s/ Steve Grossman
Steve Grossman, Member

/s/ Chad D. Hays
Chad D. Hays, Member

/s/ Michelle Ishmael
Michelle Ishmael, Member

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

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University Professionals of Illinois, Local 4100, IFT-AFT, AFL-CIO,	)	
Complainant	)	
and	)	Case No. 2025-CA-0016-C
University of Illinois, Springfield,	)	
Respondent	)	

EXECUTIVE DIRECTOR'S RECOMMENDED DECISION AND ORDER

I. THE UNFAIR LABOR PRACTICE CHARGE

On September 3, 2024, Charging Party, University Professionals of Illinois, Local 4100, IFT-AFT, AFL-CIO, filed an unfair labor practice charge with the Illinois Educational Labor Relations Board (IELRB or Board) in the above-captioned case, alleging Respondent, University of Illinois, Springfield, 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

University of Illinois, Springfield (University), is an educational employer within the meaning of Section 2(a) of the Act and subject to the jurisdiction of the Board. University Professionals of Illinois, Local 4100, IFT-AFT, AFL-CIO (Union), is a labor organization within the meaning of Section 2(c) of the Act, and the exclusive representative within the meaning of Section 2(d) of the Act, of a bargaining unit comprised of the University's employees in the classification of full-time nontenure-track faculty.

B. Facts relevant to the unfair labor practice charge

In early January 2024, the Board certified the Union as the representative of the unit referenced above, and shortly thereafter, on or about January 16, 2024, the Union and University began negotiations on an initial collective bargaining agreement (CBA). While actively negotiating the CBA, on June 14,

2024, the Union file a grievance on behalf of approximately seventeen University employees in its bargaining unit, pursuant to the process outlined in the University's employee handbook, known as the "Faculty Personnel Policy" (FPP) manual. The grievance concerned workloads. As a large number of unit members had four-course workloads instead of three-course workloads, they suspected the University was violating Article 9, Section 3(A) of the handbook, which provides the number of nontenure track faculty assigned four-course workloads shall not be greater than ten percent of the College's total number of full-time faculty. During the next couple months, the Union endeavored to have the June 14 grievance processed, but on August 13, 2024, University notified the Union it lacked standing to pursue the grievance under the FPP. The University permits individual employees to file FPP grievances, and permits them to be assisted by their union representatives in pursuing such grievances, but it does not allow unions to file grievances under the FPP on behalf of the employees they represent. Although the University refused to permit the Union to use FPP process, on July 8, July 22, and August 8, 2024, it offered contact information for its legal and labor relations representatives with whom the Union could discuss its grievance, and on August 13, 2024, the University's general counsel emailed the Union's field service director to remind him if he wished to discuss the legal aspects of the workload requirements he should talk to her, and if he wished to discuss bargaining the topic, to talk to the assistant director of labor and employee relations.

The Union does not allege, nor is there evidence, the University changed the *status quo* in the months prior to certification, or at any time since, regarding full-time nontenure-track faculty workloads. Likewise, the Union does not allege, nor is there evidence, the University retaliated or discriminated against the bargaining unit members who signed on and assisted the Union with the FPP grievance.

III. THE PARTIES' POSITIONS

Herein, the Union alleges the University violated Section 14(a)(1), (3), and (5) of the Act in that with regard to the FPP grievance, it failed in its duty to bargain, discriminated against bargaining unit employees, and interfered with their right to engage in concerted activity for mutual aid and protection. The University denies it violated the Act, and contends at all times it stood ready, willing, and able to discuss the Union's FPP grievance and bargain the workload issue. Moreover, the University contends

there is no evidence, or even an allegation, it took adverse employment action against the employees who participated in the FPP grievance, and therefore, no violation of either 14(a)(1) or (3).

IV. DISCUSSION AND ANALYSIS

Section 10 of the Act requires the University to "bargain collectively", and is enforced by Section 14(a)(5) and (1) of the Act. Chicago Teachers Union/Chicago Board of Education, 7 PERI ¶1114, 1991 WL 11749496 (IL ELRB 1991). A party to a CBA violates the duty to bargain collectively by modifying the terms of that agreement, where those terms are of such importance to the agreement their unilateral modification would negate the very statutory duty to bargain collectively. Id. In other words, a party to a CBA repudiates the agreement and violates its statutory duty to bargain collectively when it unilaterally modifies a principal part of the parties' contract. Id. An example of such unilateral modification of a principal part of a CBA would be an employer taking action to prevent a grievance from being processed or arbitrated. Although in this case, the University refused to process or arbitrate the Union's grievance, it did not thereby violate the Act, as the parties have not finalized their initial CBA. Accordingly, the issue herein is first, whether the University refused to bargain the workload topic, and second, given the (a)(3) and the independent (a)(1) allegations, whether the University retaliated or discriminated against the bargaining unit members who assisted the Union with the FPP grievance, or interfered with their exercise of rights under the Act.

The evidence indicates the University has maintained the *status quo* since prior to certification and at all times since. Likewise, there is no allegation or evidence the University has refused to bargain the workload issue with the Union. Vienna Sch. Dist. No. 55 v. IELRB, 162 Ill. App. 3d 503, 515 N.E.2d 476 (4th Dist. 1987) (Section 10 of the Act imposes an obligation to bargain in good faith with regard to employees' wages, hours, and other terms and conditions of employment—the mandatory subjects of bargaining).

The Union's 14(a)(3) claim is likewise unavailing. To obtain a complaint on a 14(a)(3) allegation, the Union needed to have made some showing the employees who backed the FPP grievance engaged in protected union activity, Respondent knew of that activity, and Respondent took adverse action against them as a result of their involvement in that activity in order to encourage or discourage union membership

or support. City of Burbank v. ISLRB, 128 Ill. 2d 335, 538 N.E.2d 1146, 5 PERI ¶4013 (1989); Bloom Twp. High School Dist. 206 v. Illinois Educational Labor Relations Board, 312 Ill. App. 3d 943, 728 N.E.2d 612, 164 LRRM 2284 (1st Dist. 2000); City of Peoria School Dist. No. 150 v. Illinois Educational Labor Relations Board, 318 Ill. App. 3d 144, 741 N.E.2d 690, 166 LRRM 2886 (4th Dist. 2000). Herein, there is no allegation or evidence the University took adverse action against the employees who backed the FPP grievance, and thus, the Union's 14(a)(3) allegation fails.

The Union's 14(a)(1) claim is flawed in the same manner as its 14(a)(3) claim. Under Section 3(a) of the Act, educational employees are guaranteed the right of self-organization, the right to form, join or assist any labor organization, and the right to bargain collectively through representatives of their own choosing on questions of wages, hours and other conditions of employment. Section 14(a)(1) of the Act makes it an unfair labor practice for an employer or its agents to interfere with, restrain or coerce educational employees in the exercise of their Section 3 rights. In order for the Board to issue a complaint for hearing on allegations of a violation of 14(a)(1), the Union must at least be able to make some showing the employees who participated in the FPP grievance engaged in protected activity, Respondent knew of that activity, and Respondent took adverse action against them as a result of their involvement in that activity. Neponset Community Unit School District No. 307, 13 PERI 1089, 1997 WL 34820232 (IELRB 1997). As with the 14(a)(3) claim, however, there is no allegation or evidence the University took adverse action against the employees who participated in the FPP grievance.

Yet, the reach of Section 14(a)(1) is more comprehensive than simply remedying the imposition of adverse action in retaliation for protected or union activity, extending to threats, rules, and employment practices lacking palpable adverse action, which nonetheless interfere with the free exercise of employee rights under the Act, and the Board and courts have long held, must be resolved by evaluating whether the conduct or statement at issue, when viewed objectively from the standpoint of an employee, would reasonably have had the effect of coercing, restraining or interfering with the exercise of protected rights. Hardin County Education Association v. IELRB, 174 Ill. App. 3d 168, 528 N.E.2d 737 (4th Dist. 1988); Georgetown-Ridge Farm Community Unit School District No. 4 v. IELRB, 239 Ill. App. 3d 428, 606 N.E.2d 667 (4th Dist. 1992); Neponset Community Unit School District No. 307, 13 PERI 1089 (IELRB

1997); See also, Green and Warns/City of Chicago, 3 PERI ¶3011 (IL LLRB 1987); Gale/Chicago Housing Authority, 1 PERI ¶3010 (IL LLRB 1985). In such cases, proof of illegal motivation is not required to demonstrate a violation of Section 14(a)(1). Id. Instead, the issue is whether the University's refusal to process the Union's FPP grievance may reasonably be said to have a tendency to interfere with the free exercise of employee rights under the Act, and the resolution of the issue lies in evaluating whether that stance, when viewed objectively from the standpoint of an employee, would reasonably have had the effect of coercing, restraining or interfering with the exercise of protected rights. Viewing the University's position in this manner indicates it does not in fact coerce, restrain or interfere with the exercise of protected rights. The evidence indicates University has steadfastly refused to allow unions to use the FPP process to pursue grievances on behalf of employees. Coupled with the University's willingness to bargain the workload issue, viewed objectively from the standpoint of an employee, it cannot reasonably be said the University's position with regard to the FPP grievance has the effect of coercing, restraining or interfering with the exercise of protected rights. Thus, the Union's 14(a)(1) claim is without merit.

V. ORDER

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

VI. 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 6th day of May, 2025

STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD

Victor E. Blackwell

Victor E. Blackwell
Executive Director