

STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD

Charlene Aaron,)	
)	
Charging Party)	
)	
and)	Case No. 2025-CA-0042-C
)	
Chicago Board of Education,)	
)	
Respondent)	

OPINION AND ORDER

I. Statement of the Case

On January 24, 2025, Charlene Aaron (Aaron or Charging Party) filed a charge with the Illinois Educational Labor Relations Board (Board or IELRB) in the above-captioned matter alleging that Chicago Board of Education (CBE or Respondent) committed unfair labor practices within the meaning of 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 as untimely filed. Aaron filed exceptions to the EDRDO.

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

Aaron’s charge contends that CBE violated the Act by failing to pay her for her work as a day-to-day substitute teacher. Chicago Teachers Union (Union) filed a grievance on her behalf on August 1, 2022. CBE denied the grievance at the first step of the grievance procedure. The Union appealed. On February 16, 2023, CBE denied the appeal at step two and that same day notified both Aaron and the Union by email. The Union did not demand to arbitrate the grievance.

Section 15 of the Act provides that “[n]o order shall be issued upon an unfair labor practice occurring more than 6 months before the filing of the charge alleging the unfair labor practice.” The six-month time period begins to run when the charging party knows or has reason to know that an unfair labor practice has occurred. *Wapella Education Association v. Illinois Educational Labor Relations Board*, 177 Ill. App. 3d 153, 531 N.E.2d 1371 (4th Dist. 1988). Only acts that occur within the six-month time period can serve as the basis for a timely charge. *Jones v. Illinois Educational Labor Relations Board*, 272 Ill. App. 3d 612, 650 N.E.2d 1092 (1st Dist. 1995).

In this case, any alleged unlawful conduct that Aaron knew of before July 24, 2024, or reasonably should have known by that date, cannot be the subject of a timely charge. The Executive Director determined that the latest Aaron knew of the alleged misconduct was February 16, 2023, when CBE notified her that her grievance was denied at step two. Despite this, Aaron waited almost two years to file her unfair labor practice charge, well over the six month time period.

In her exceptions, Aaron asserts that her charge should not have been dismissed because she contacted CBE Labor Relations multiple times after February 16, 2023 and received no reply. The last of which was June 12, 2024, also more than six months before she filed her charge. Aaron’s attempts to contact CBE after February 16, 2023 are irrelevant. The six-month time period is triggered by the alleged misconduct, CBE’s failure to pay Aaron, not her continued efforts to contact CBE about the alleged misconduct. As the Executive Director noted, it is likely that Aaron knew that she had not been paid earlier than CBE’s denial of her grievance at step two. He nevertheless determined that the latest she could have known was February 16, 2023. Even with this view of the facts in the light most favorable to Aaron, her charge is still untimely.

IV. Order

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

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

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

/s/ Michelle Ishmael

Michelle Ishmael, Member

STATE OF ILLINOIS
ILLINOIS EDUCATIONAL LABOR RELATIONS BOARD

Charlene Aaron,

Charging Party

and

Chicago Board of Education,

Respondent

Case No. 2025-CA-0042-C

EXECUTIVE DIRECTOR'S RECOMMENDED DECISION AND ORDER

I. THE UNFAIR LABOR PRACTICE CHARGE

On January 24, 2025, Charging Party, Charlene Aaron, filed an unfair labor practice charge with the Illinois Educational Labor Relations Board (IELRB or Board) in the above-captioned case, alleging Respondent, Chicago Board of Education, 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

Chicago Board of Education (CBE) is an educational employer within the meaning of Section 2(a) of the Act and subject to the jurisdiction of the Board. Aaron is an educational employee within the meaning of Section 2(b) of the Act, employed by Respondent in the title or classification of Teacher. Chicago Teachers Union, Local 1, 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 certain of Respondent's employees, including those in the title or classification of Teacher. At times material, Aaron was a member of the Union's bargaining unit. The CBE and Union are parties to a collective bargaining agreement (CBA) which provides for a grievance procedure culminating in arbitration, for the bargaining unit to which Aaron belongs.

B. Facts relevant to the unfair labor practice charge

The CBE employed Aaron as a day-to-day substitute teacher, at its Hyde Park Academy High School. On or about August 1, 2022, at Aaron's behest, the Union filed a grievance (22-08-002(mls)) on her behalf, contending she had not yet received the stipend she was due for working as a teacher of record for the Credit Recovery Program at Hyde Park Academy High School, during the 2021 session. The CBE denied the grievance at the first step. The Union appealed the CBE's ruling on September 27, 2022, and on February 16, 2023, the CBE denied the appeal and notified both the Union and Aaron of its decision by email, on that date. The Union apparently did not thereafter move the grievance to the arbitral step.

III. THE PARTIES' POSITIONS

Herein, Aaron contends the CBE violated the Act in that it has failed and refused to pay her the wages she earned for teaching the Credit Recovery Program at Hyde Park Academy High School during the 2021 session. The CBE denies it violated the Act and contends Aaron's charge is untimely filed.

IV. DISCUSSION AND ANALYSIS

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

Herein, Aaron filed her charge on January 24, 2025, and therefore, the date six months prior to her filing was July 24, 2024. Accordingly, alleged unlawful conduct she knew of before July 24, 2024, or reasonably should have known of by that date, cannot be the subject of a timely charge.

Although Aaron likely knew earlier, at the latest, she knew she had not been paid for teaching the 2021 session of the Credit Recovery Program by August 1, 2022, when the Union filed the grievance on her behalf. Likewise, at the latest, on or about February 16, 2023, Aaron knew the CBE had denied her grievance regarding non-payment for teaching the Credit Recovery Program. Yet, despite her knowledge of the complained-of conduct, Aaron did not file the instant charge until January 24, 2025, more than

twenty-three months after the denial of her August 1, 2022 grievance. Because Aaron filed her unfair labor practice charge more than six months after she knew of the conduct complained of therein, it is untimely.

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 30th day of May, 2025.

**STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD**



**Victor E. Blackwell
Executive Director**

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