

STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD

Daniel Gonzalez,	)	
	)	
Charging Party	)	
	)	
and	)	
	)	
207 Education Association, IEA-NEA,	)	
	)	Case No. 2025-CB-0021-C
Respondent	)	
	)	
and	)	
	)	
Illinois Education Association-NEA,	)	
	)	
Respondent	)	

OPINION AND ORDER

I. Statement of the Case

On May 29, 2025, Charging Party, Daniel Gonzalez (Gonzalez), filed an unfair labor practice charge with the Illinois Educational Labor Relations Board (Board or IELRB) in the above-referenced matter alleging that Respondents, 207 Education Association, IEA-NEA (207-IEA) and Illinois Education Association-NEA (IEA-NEA), 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 in its entirety. Gonzalez filed timely exceptions to the EDRDO, and the Respondents filed a timely response to his 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

Gonzalez's charge alleged that the manner in which Respondents interpreted the collective bargaining agreement (CBA) to resolve grievances violated Section 14(b)(1) of the Act. The Executive Director dismissed the portion of the charge against IEA-NEA because it is not the exclusive representative within the meaning of the Act and thus did not owe Gonzalez a duty of fair representation under Section 14(b)(1). Although 207-IEA is the exclusive representative, the Executive Director found that Gonzalez failed to raise an issue of fact or law for a complaint to issue alleging it violated its duty of fair representation and dismissed the remainder of the charge.

Section 14(b)(1) of the IELRA prohibits labor organizations or their agents from "[r]estraining or coercing employees in the exercise of the rights guaranteed under this Act, provided that a labor organization or its agents shall commit an unfair labor practice under this paragraph in duty of fair representation cases only by intentional misconduct in representing employees under this Act." It is well established that Section 14(b)(1) encompasses a duty of fair representation. *Rock Island Education Association (Adams)*, 10 PERI 1045, Case No. 93-CB-0025-C (IELRB Opinion and Order, February 28, 1994). A labor organization does not violate its duty of fair representation unless it engages in intentional misconduct. Intentional misconduct consists of actions that are conducted in a deliberate and severely hostile manner, or fraud, deceitful action, or conduct. *Jones v. IELRB*, 272 Ill. App. 3d 612, 650 N.E.2d 1092 (1st Dist. 1995); *University of Illinois at Urbana (Rochkes)*, 17 PERI 1054, Case Nos. 2000-CB-0006-S, 2001-CA-0007-S (IELRB Opinion and Order, June 19, 2001). Thus, intentional misconduct is more than mere negligence or the exercise of poor judgment. *Mundelein Education Association, IEA-NEA*, 32 PERI 23, Case No. 2015-CB-0005-C (IELRB Opinion and Order, July 16, 2015); *Chicago Teachers Union (Oden)*, 10 PERI 1135, Case No. 94-CB-0015-C (IELRB Opinion and Order, November 18, 1994).

Gonzalez's first exception is that the EDRDO misapplied the duty of fair representation standard by reducing the duty of fair representation solely to retaliation

claims and not extending it to grievance handling, contract interpretation, bargaining decisions, and other forms of contract administration. This assertion is unfounded. While a labor organization has a duty to conduct a good faith investigation of the merits of each claim, a labor organization has a wide range of discretion in deciding how far to pursue employees' complaints. *Jones*, 272 Ill. App. 3d 612, 650 N.E.2d 1092. Citing *Jones*, page seven of the EDRDO notes the significant discretion that a labor organization possesses in representation matters and lists the following factors that it may consider in exercising that discretion: perceived merit of the complaint, the likelihood of success in any action based on the complaint, the cost of pursuing such action, and the possible benefit to the membership as a whole. Page eight of the EDRDO concluded that 207-IEA exercised its discretion by weighing the merits and likelihood of success of the grievances to decide to seek settlement rather than pursue the grievances. Gonzalez made no showing that 207-IEA's complained-of interpretation of the CBA was based on something other than a good faith evaluation of its text or the best interests of its membership as a whole. As discussed above, a labor organization has a wide range of discretion in contract interpretation, and as the Board has previously held, its failure to take all the steps it might have taken to achieve the results desired by an employee does not violate the Act, unless its conduct appears to have been motivated by vindictiveness, discrimination, or enmity. *Jones*, 272 Ill. App. 3d 612, 650 N.E.2d 1092; *Des Plaines Educational Personnel Association, IEA-NEA*, 41 PERI 13, Case No. 2022-CB-0007-C (IELRB Opinion and Order, June 18, 2024). Even if 207-IEA was incorrect, negligence on the part of the labor organization does not amount to an unfair labor practice because the labor organization acted based on its good faith assessment of the merits of the claim. *Oden*, 10 PERI 1135. As there is no evidence indicating that 207-IEA was unlawfully motivated, Gonzalez has failed to present grounds upon which to issue a complaint for hearing.

Gonzalez's second exception is that the EDRDO failed to address whether IEA-NEA, as an agent of 207-IEA, breached its duty of fair representation in violation of

Section 14(b)(1) of the Act. The Executive Director dismissed the portion of the charge against IEA-NEA because it is not the exclusive representative within the meaning of the Act and thus did not owe Gonzalez a duty of fair representation under Section 14(b)(1).

Even assuming, arguendo, that IEA-NEA, as an agent of 207-IEA, owed Gonzalez a duty of fair representation, Gonzalez's charge would still fail because he did not present an issue of law or fact for hearing that IEA-NEA engaged in conduct that, if substantiated, would lead to a finding of a violation of Section 14(b)(1). To whatever extent IEA-NEA interpreted the CBA, Gonzalez presented no evidence that it acted outside the wide range of discretion granted labor organizations in matters of contract interpretation. At most, there is a disagreement between Gonzalez and IEA-NEA over how the contract should be interpreted. However, mere disagreement over the meaning of the collective bargaining agreement is not a violation of the duty of fair representation.

Nothing in the charge indicates that IEA-NEA's refusal to allow Gonzalez to meet with its legal team or communicate with its attorney directly suggests a violation of the Act. Viewed in the light most favorable to Gonzalez, this conduct was grossly negligent or incompetent. Negligence or incompetence is not a basis to establish intentional misconduct. *NEA, IEA, North Riverside Education Ass'n (Callahan)*, 10 PERI 1062, Case No. 94-CB-0005-C (IELRB Opinion and Order, March 29, 1994); *Rock Island (Adams)*, 10 PERI 1045. Viewed in the light most favorable to IEA-NEA, its decision which of its employees members communicate with directly and whether to allow members to meet with its attorneys is an internal union matter over which this Board has no authority. *East St. Louis Federation of Teachers, Local 1220, IFT-AFT*, 4 PERI 1132, Case No. 88-CB-0008-S (IELRB Opinion and Order, September 12, 1988).

Gonzalez's third exception is that the EDRDO failed to address 207-IEA's inaction with regard to a unilateral workload increase. He asserts that because increased workload is a mandatory subject of bargaining, the Executive Director's failure to

address that issue requires reversal. An educational employer violates Section 14(a)(5) of the Act when it refuses to bargain over a mandatory subject of bargaining. In this case, the Respondents are not educational employers and the charge does not allege a violation of Section 14(a)(5). Even if it did, Gonzalez, as an individual, has no standing to allege a violation of Section 14(a)(5), which involves rights of the exclusive representative under the Act. *Thornton Community College District No. 510*, 4 PERI 1010, Case No. 87-CA-0017-C (IELRB Opinion and Order, December 1, 1987). Likewise, he would not have standing to allege a violation of Section 14(b)(3) alleging a labor organization's refusal to bargain in good faith with an educational employer. *State and Municipal Teamsters, Chauffeurs Union, Local 726 (Priestly)*, 13 PERI 1112, Case No. 98-CB-0016-C (IELRB Opinion and Order, August 25, 1997); *NEA, IEA, Elgin Teachers Ass'n et al. (Rifken)*, 7 PERI 1115, Case Nos. 92-CB-0014-C et al. (IELRB Opinion and Order, October 28, 1991). Thus, there was no need for the Executive Director to address 207-IEA's alleged inaction toward a mandatory subject of bargaining and his failure to do so does not warrant overturning the EDRDO.

Gonzalez's final exception is that the EDRDO failed to address contractual language on teaching assignments and sixth teaching assignment compensation. It is not the Board's function to police collective bargaining agreements, or to otherwise allow parties to use the Board's processes to remedy breaches or to enforce terms. *Elementary Teachers' Ass'n of West Chicago. IEA-NEA/West Chicago School District 33*, 5 PERI 1091, Case Nos. 86-CA-0016-C, 87-CA-0002-C (IELRB Opinion and Order, May 2, 1989), *aff'd sub nom, West Chicago School District 33 v. Illinois Educational Labor Relations Board*, 218 Ill. App. 3d 304, 578 N.E.2d 232 (1st Dist. 1991). Accordingly, to the extent Gonzalez is attempting to enforce compliance with the CBA through his charge, it is insufficient to warrant a complaint for hearing.

Gonzalez raises nothing in his exceptions to upset the Executive Director's dismissal of his charge.

IV. Order

For the reasons discussed above, IT IS HEREBY ORDERED that the Executive Director's Recommended Decision and Order is affirmed and the charge is dismissed 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: **November 19, 2025**

Issued: **November 19, 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

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EXECUTIVE DIRECTOR'S RECOMMENDED DECISION AND ORDER

I. THE UNFAIR LABOR PRACTICE CHARGE

On May 29, 2025, Charging Party Daniel Gonzalez filed an unfair labor practice charge with the Illinois Educational Labor Relations Board (IELRB or Board) in the above-captioned case, alleging that Respondent 207 Education Association, IEA-NEA and Respondent Illinois Education Association-NEA violated Section 14(b) 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

207 Education Association, IEA-NEA (Union) was 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 made up of all non-supervisory professional staff and teacher assistants employed by Maine Township High School District 207 (District). Illinois Education Association-NEA (IEA) is an employee organization within the meaning of Section 2(c) of the Act. Daniel Gonzalez (Gonzalez) was an educational employee within the meaning of Section 2(b) of the Act. The District and the Union were parties to a collective

bargaining agreement (CBA) with an effective term between 2020-2024. The District and Union extended the term in 2022 until 2027 and extended the effective term in 2024 until 2029.

b. Facts Related to the Unfair Labor Practice Charge

At all times material, the District employed Gonzalez as a teacher at Maine East High School (Maine East). At all times material, Gonzalez was a member of the bargaining unit represented by the Union. At all times material, Gonzalez held leadership positions within the Union, including the title of Grievance Representative at Maine East and Contract Committee Chair. At all times material, the District employed Julia Heyden (Heyden) as a teacher. At all times material, Heyden served as president of the Union. At all times material, IEA employed Brian Rous (Rous) as a Uniserv Director. At all times material, IEA employed Jordan Farber (Farber) as Associate General Counsel.

As described in Section 9 of a sidebar letter attached to the CBA, the usual teaching assignment for teachers at the District operates on a two-day cycle. One day, the teacher is assigned two instructional periods, and on the other day, the teacher is assigned three instructional periods. This cycle provides five teaching assignments, plus one period of non-teaching supervision. The sidebar letter notes that “a sixth assignment of teaching may be assigned on non-block instructional days.” Teachers assigned this sixth teaching period will teach three instructional periods on both days of the cycle. Article XIX, Section 2 of the CBA addresses compensation for a sixth teaching assignment. The section states

Teachers identified as eligible for, and who agree to accept, a sixth teaching assignment will receive a stipend equal to 20% of the Column III/Step 1 base salary for the full school year. Any teacher who agrees to a schedule that contains a sixth teaching assignment for a single semester will receive a prorated stipend. All sixth teaching assignment shall be for one semester or one year in duration and are subject to approval annually. Teachers who are assigned a schedule of teaching assignments that does not exceed the typical number of teaching assignments for a particular department or program will not be eligible for additional compensation described in this paragraph.

During the term of the CBA, the District introduced a half (0.5) period to a set of Advanced Placement (AP) science classes. Following this change, some teachers who taught two AP classes believed that the combination of two half periods should result in the additional compensation provided for by Article XIX, Section 2 of the CBA. In Fall 2024, Angie Etzwiler (Etzwiler), a science teacher at Maine East, taught two

AP Chemistry classes, resulting in two additional half periods. Steven Krasinski (Krasinski), a science teacher at Maine West High School, taught two AP Biology classes, resulting in two additional half periods. Both Etzwiler and Krasinski made inquiries about compensation under the sixth teaching assignment provision. Krasinski and Heyden met with District officials at Maine West. Etzwiler met with Gonzalez at Maine East.

The Union's Representative Council met on October 23 to discuss, among other issues, the sixth teaching assignment compensation. Gonzalez, Etzwiler, Krasinski, Heyden, Rous, and other Union members attended. Etzwiler and Krasinski addressed their scheduling concerns with the Representative Council. Following discussions of filing grievances, Rous requested that all Greivance Representatives notify the Union's Executive Council prior to filing grievances. Gonzalez believed that Etzwiler and Krasinski were eligible for the sixth teaching assignment compensation, because the two half-periods added together equaled a sixth teaching period. Certain members of the Council disagreed that Etzwiler and Krasinski qualified for additional compensation based on the Union's understanding, a position seemingly shared by the District, that a sixth teaching assignment referred to teaching a different group of students rather than a continuation of class with the same group. Following the meeting, Gonzalez contacted Rous to arrange a meeting with IEA's legal team for clarification on the Union's interpretation of the CBA. Rous declined to arrange such meeting, because he was the primary point of contact for Gonzalez's questions. He also repeated the Union's interpretation of the sixth teaching assignment.

Etzwiler filed a grievance on December 9 in which she alleged that the District violated the sidebar letter and Article XIX, Section 2 of the CBA by denying Etzwiler's additional compensation. Krasinski filed a grievance alleging as violation of Article XIX, Section 2 on December 20. The Union and District agreed to escalate both grievances to Step Four. On or about February 8, 2025, the Union and the District, with agreement from Etzwiler and Krasinski, paused the grievances to allow for settlement talks. Around this time, the District proposed a resolution to the grievances.

On February 20, Krasinski met with Heyden, Rous, and Farber to discuss the District's proposal. Farber advised Krasinski that he could (1) accept the District's offer; (2) counter the offer; (3) reject the offer; or

(4) withdraw the grievance. Krasinski discussed Farber's email and other information from the meeting with Etzwiler and other members of the science department. Shortly after this, Heyden shared Farber's email with Gonzalez and Etzwiler. While Krasinski believed that Farber shared legal advice, the Union denied that Farber discussed the merits of the grievances. However, Rous separately emailed to explain the Union's position in detail and to reiterate that the Union and District share an understanding regarding the definition of a teaching assignment, in that those receiving a sixth teaching assignment all taught six distinct groups of students. He also expressed doubts regarding success of the grievance if taken to arbitration, particularly as it related to timeliness and the timeframe to bargain a mid-term change.

On March 3, Etzwiler and Krasinski withdrew their grievances and entered into a memorandum of agreement (MOA) with the District. The MOA, effective through the end of the 2028-2029 school year, provided a 10% stipend to those teachers in the science department teaching two sections of AP Biology, AP Chemistry, or AP Physics C. On March 6, Gonzalez emailed Rous and Heyden to request a meeting with an IEA attorney with whom he could discuss the language of the CBA. He believed that the Union and the District's shared understanding of the definition of teaching assignment differed from the plain language of the CBA. Rous and Gonzalez continued emailing back and forth regarding the language of the CBA. Following a series of email exchanges, Gonzalez directly emailed Farber with questions regarding the CBA's language and the definition of teaching assignments.

On March 31, Gonzalez and Etzwiler met with Heyden, Rous, and Farber to discuss the sixth teaching assignment and processes and procedures for complaints such as what Gonzalez brought. Farber directed Gonzalez to cease communicating with him directly and to direct any complaints about Rous to IEA's Northern Director of Advocacy and Organizing Mark Sharrard. While acknowledging her increased workload, Farber explained to Etzwiler that the half periods taught by the science teachers did not fit as neatly within the sixth teaching assignment definition as it seemed based on the understanding that the sixth teaching assignment referred to a distinct group of students. Rous explained that he believed the grievance resolution to be the best possible result in the face of the timeliness issues. Following this meeting,

Gonzalez, Heyden, and Rous exchanged emails summarizing the meeting. After continued dissatisfaction with the Union's response, Gonzalez filed this charge.

III. THE PARTIES' POSITIONS

Gonzalez asserts that the Union violated Section 14(b)(1) of the Act in that it resolved grievances by interpreting the CBA contrary to its plain language. The Union denies that it violated the Act and asserts that Gonzalez cannot allege a violation of Section 14(b)(1) by IEA.

IV. DISCUSSION AND ANALYSIS

a. Standard for a Complaint

Before an unfair labor practice complaint can issue, the Board must "decide whether its investigation of the charge establishes a *prima facie* issue of law or fact sufficient to warrant a hearing of the charge," and "the investigation must disclose adequate credible statements, facts, or documents which, if substantiated and not rebutted in a hearing, could constitute sufficient evidence to support a finding of a violation of the Act." *Lake Zurich School District No. 95*, 1 PERI 1031 (IELRB, November 30, 1984). As set forth in *Brown County Community Unit School District No. 1*, 2 PERI 1096 (IELRB, July 31, 1986), the *Lake Zurich* standard for a complaint requires assessment of all the evidence presented in the investigation. *Id.* The charging party must establish a *prima facie* case. *Id.* However, if the respondent's evidence shows that the charging party's facts are erroneous or do not rebut the respondent's evidence, no complaint should issue, because a *prima facie* case is no longer stated. *Id.*

b. Charge against Illinois Education Association- NEA

Section 14(b)(1) of the Act prohibits an employee organization from "restraining or coercing employees in the exercise of the rights guaranteed under this Act, provided that a labor organization or its agents shall commit an unfair labor practice under this paragraph in duty of fair representation cases only by intentional misconduct in representing employees under this Act." 115 ILCS 5/14(b)(1). The duty of fair representation "stems from a union's status as the exclusive bargaining representative for a group of employees." *Jones v. IELRB*, 272 Ill. App. 3d 612, 621 (1st Dist. 1995); *Paxton-Buckley-Loda Educ. Ass'n*,

IEA-NEA v. IELRB, 304 Ill. App. 3d 343, 349 (4th Dist. 1999). This duty arises only “in those activities for which the union is the exclusive representative...” *Jones*, 272 Ill. App. 3d at 621.

Gonzalez brings his charge against the Union and IEA as each in breach of the duty of fair representation. However, only the Union owes Gonzalez a duty of fair representation because of its status as the exclusive bargaining representative. *Jones*, 272 Ill. App. 3d at 621. It entered into the collective bargaining agreement with the District on behalf of the employees within its bargaining unit. IEA, though affiliated with the Union, does not owe Gonzalez this duty, even though it undertook some advisory action in the underlying facts and even though Gonzalez’s membership card identifies IEA. Without status as the exclusive representative, IEA cannot owe a duty of fair representation to Gonzalez. Accordingly, he cannot assert an alleged violation of a duty of fair representation by IEA as imposed by Section 14(b)(1) of the Act. The charge as alleged against IEA is dismissed.

c. The Alleged Section 14(b) Violation

Section 14(b)(1) of the Act prohibits an employee organization from “restraining or coercing employees in the exercise of the rights guaranteed under this Act, provided that a labor organization or its agents shall commit an unfair labor practice under this paragraph in duty of fair representation cases only by intentional misconduct in representing employees under this Act.” 115 ILCS 5/14(b)(1). A union owes its members a duty of fair representation. *Rock Island Educ. Ass’n, IEA-NEA (Adams)*, 10 PERI 1045 (IELRB, February 28, 1994). This duty applies only to those activities connected to the union’s role as the exclusive representative such as the grievance process from a collective bargaining agreement. *Jones*, 272 Ill. App. 3d at 622. It does not violate this duty unless it engages in intentional misconduct. *Rock Island Educ. Ass’n*, 10 PERI 1045. A two-part test is used to determine whether a union has committed intentional misconduct within the meaning of Section 14(b)(1). *Jones*, 272 Ill. App. 3d at 625-27; *Paxton-Buckley-Loda Education Association v. IELRB*, 304 Ill. App. 3d 343, 349 (4th Dist. 1999); see also *Metropolitan Alliance of Police v. ISLRB*, 345 Ill. App. 3d 579 588-89 (1st Dist. 2003).

Under this test, the charging party first must establish that the union’s conduct was intentional and directed at the charging party; then it must show that the union’s intentional action occurred because of and

in retaliation for the charging party's past actions, or because of the charging party's status, such as his or her race, gender, or national origin, or because of animosity between the charging party and the union's representatives, such as that based on personal conflict or the charging party's dissident union support. *Jones*, 272 Ill. App. 3d at 625-27; *Paxton-Buckley-Loda*, 304 Ill. App. 3d at 349. Intentional misconduct requires a showing of more than negligence, incompetence, poor judgment, or even gross negligence; the conduct must be severely hostile or fraudulent and deceitful. *Rock Island Educ. Ass'n*, 10 PERI 1045; *Jones*, 272 Ill. App. 3d at 625. Unions possess significant 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*, 272 Ill. App. 3d at 622-23; *see also Tracy J. Shorter and SEIU Local 73*, 36 PERI 47 (EDRDO, September 23, 2019). Moreover, the Board lacks authority to regulate internal union affairs. *See East St. Louis Federation of Teachers, Local 1220, IFT-AFT (Washington)*, 4 PERI 1132 (IELRB, September 12, 1988) (no statutory language or legislative intent to permit Board oversight of internal union matters).

In this case, there is no evidence that the Union intentionally took any action designed to retaliate against Gonzalez for his advocacy. The evidence shows that the Union responded to his genuine concerns regarding the sixth teaching assignment compensation throughout the events of this matter. It took no negative action against him. While Gonzalez disagreed with the Union's position and the resolution of the grievances, it cannot be said that the Union acted against him because of this. Moreover, the Union's conduct in this matter does not rise to the level of intentional misconduct. The disagreement between the Union and Gonzalez regarding the CBA does not automatically breach the duty of fair representation. *See Jones*, 272 Ill. App. 3d at 622. Rather, Gonzalez must establish intentional misconduct. If the Union's interpretation of the sixth teaching assignment section was erroneous, such error would only rise to the level of incompetence or even negligence, levels insufficient to establish intentional misconduct. *Rock Island Educ. Ass'n*, 10 PERI 1045. The stern and, perhaps, condescending responses to Gonzalez's inquiries do

not come close to the level necessary for a finding of severe hostility. Gonzalez cannot state a *prima facie* case for a violation of Section 14(b)(1) of the Act.

To the extent that Gonzalez disagrees with the ultimate result of the grievances, that disagreement does not show an abuse of discretion. Here, the Union exercised its discretion by weighing the merits and likelihood of success of the grievances to determine its course. *See Jones*, 272 Ill. App. 3d at 622-23. The evaluation of those factors led the Union to seek a settlement rather than pursue the grievances to exhaustion. The Union did not achieve Gonzalez's sought result, but Etzwiler, Krasinski, and the other science teachers received some additional compensation. The evidence does not show any abuse of discretion by the Union.

V. RECOMMENDED ORDER

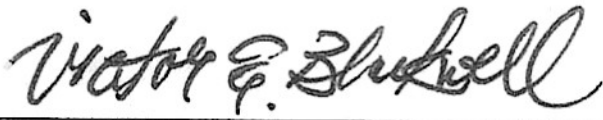
Accordingly, the instant charge is hereby dismissed in its entirety.

VI. RIGHTS 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 Order and Decision together with briefs in support of those exceptions, not later than 14 days after service hereof. Parties may file responses to the 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* Section 110.20 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.

Dated: August 29, 2025

Issued: Chicago, Illinois

A handwritten signature in cursive script, reading "Victor E. Blackwell". The signature is written in dark ink and is positioned above a horizontal line.

Victor E. Blackwell, Executive Director

Illinois Educational Labor Relations Board

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