

**STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD**

University of Illinois, Chicago,)	
)	
Employer)	
)	
and)	Case No. 2025-RC-0011-C
)	
Office and Professional Employees)	
Int'l Union, Local 39, AFL-CIO,)	
)	
Respondent)	

OPINION AND ORDER

I. Statement of the Case

On January 25, 2025, Office and Professional Employees International Union, Local 39, AFL-CIO (Petitioner or 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 represent persons employed by the Board of Trustees of the University of Illinois (Respondent or University) in the Residence Life Division of its Campus Housing Department in the following eight job titles or positions: Senior Leadership Assistant; Senior Resident Assistant; Resident Assistant; Senior Peer Mentor; Peer Mentor; Desk Manager; Desk Worker; and Summer Staff Assistant.¹ There are approximately 176 persons in the petitioned-for titles.²

¹ Pursuant to Section 7(c-5) of the Act and Section 1110.105 of the Board's Rules and Regulations, 80 Ill. Admin. Code 1110.105, the Union and University executed a limited waiver of the Board's obligation in the above-captioned case, to ascertain the petitioned-for positions' choice of labor organization within 120 days of the filing of the instant majority interest petition, and to commence a hearing within 30 days of service of the petition. The parties' waiver extends the 120-day deadline to August 29, 2025. In order to thoroughly review the record, we extend the 120-day period by 60 days on our own motion, until October 28, 2025. 80 Ill. Admin. Code 1110.105(z).

² We use the terms "title" and "position" interchangeably herein.

The University objected to the petition and the parties appeared for a hearing before an Administrative Law Judge (ALJ). Following the hearing, the ALJ issued a Recommended Decision and Order (ALJRDO) dismissing the petition in its entirety. The ALJ found that while the petitioned-for positions would not be excluded from bargaining as students under the significant connection test, the legislature's subsequent amendments to the Act indicate that without express exception, the term "student" must be given its ordinary meaning, and, as a result, the petitioned-for positions were students and thus excluded from bargaining. The ALJ further found that if the petitioned-for positions were not excluded as students, the title of Summer Staff Assistant would be excluded as a short-term employee and the remainder of the petitioned-for unit would be appropriate within the meaning of Section 7(a) of the Act. The Union filed timely exceptions to the ALJRDO, the University filed a timely response and cross-exceptions, and the Union filed a timely response to cross-exceptions.³

II. Factual Background

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

A. Student Exclusion

The Act excludes students from its protections. 115 ILCS 5/2(b). Union exceptions one, two, and six are to the ALJ's recommended dismissal of the petition because he deemed the petitioned-for employees students within the meaning of the Act.

³ The parties proposed and were granted a two-day extension of time to file their cross-exceptions and response to cross-exceptions.

In *Graduate Employees Organization, IFT-AFT*, 15 PERI 1049, Case No. 96-RC-0013-S (IELRB Opinion and Order, April 9, 1998), the Board dismissed a union's petition seeking to represent a bargaining unit of teaching assistants, graduate assistants, and research assistants employed by the University of Illinois at Urbana-Champaign. The Board rejected the underlying ALJ's definition of student, which equated enrollment with student status, as too simplistic. *Id.* Instead, the Board employed the significant connection test, concluding that if a student's employment is significantly connected to their status as a student, they are a student within the meaning of Section 2(b) of the Act and excluded from bargaining. *Id.* Applying the significant connection test, the Board reasoned that, because all graduate student assistantships are a form of financial aid and because financial aid is given only to students, there is a significant connection between employment in one of the petitioned-for positions and the student status of the graduate students holding those positions. *Id.* The court reversed and remanded on appeal, finding that the IELRB employed the correct test, but failed to apply it properly. *Graduate Employees Organization, IFT-AFT v. Illinois Educational Labor Relations Board*, 315 Ill. App. 3d 278, 733 N.E.2d 759 (1st Dist. 2000) (GEO). The appropriate test to determine whether the employees in that case were excluded as students was whether their work was significantly connected to their status as students, and the mere designation of student did not transform an individual into a student excluded from bargaining per the Act. *Id.* The court saw no distinction between the underlying ALJ's definition of a student as all those who are enrolled in a school, college or university and the Board's definition as those receiving financial aid. *Id.* at 285. In the court's view, the Board merely reformulated the ALJ's overly simplistic interpretation. *Id.* at 285. The court remanded the matter back to the Board with directions to properly apply the significant connection test. That is, in a manner that would exclude those graduate students whose work is so related to their academic roles that bargaining would be detrimental to the educational process, but so those individuals whose assistantships are not significantly connected to their status as students would be granted coverage by the Act.

1. Post-GEO Amendments to Section 2(b) of the IELRA

The Board did not revisit the significant connection test in the GEO case. After the court's decision, the parties agreed upon a bargaining unit that included the teaching assistants and graduate assistants and excluded the research assistants and pre-professional graduate assistants. Order Directing Representation Election, Case No. 96-RC-0013-S (IELRB E.D. Order, November 1, 2002).⁴ An election followed and the petitioner was certified as the exclusive representative of the employees described in the Order Directing Representation Election.

In 2004, Section 2(b) of the Act was amended so that research assistants and pre-professional graduate assistants were deemed students, and thus not educational employees:

(b) "Educational employee" or "employee" means any individual, excluding supervisors, managerial, confidential, short term employees, student, and part-time academic employees of community colleges employed full or part time by an educational employer In this subsection (b), the term "student" includes graduate students who are research assistants primarily performing duties that involve research or graduate assistants primarily performing duties that are pre-professional, but excludes graduate students who are teaching assistants primarily performing duties that involve the delivery and support of instruction and all other graduate assistants. Pub. Act 93-1044 (S.B. 1070) (eff. October 14, 2004) (amending 115 ILCS 5/2) (additions indicated by underline).

As the Union observes in its exceptions, the 2004 amendment mirrors the positions that were excluded from the GEO bargaining unit and seeks to give collective bargaining rights to graduate students at other universities. This is evident from the legislative history surrounding the 2004 amendment. *Krohe v. City of Bloomington*, 204 Ill. 2d 392, 398, 789 N.E.2d 1211 (2003) (legislative history and debates are valuable aids in the interpretation of an ambiguous statute); *Illinois Native American Bar Ass'n (INABA) v. University of Illinois*, 368 Ill. App. 3d 321, 327, 856

⁴ Although it was not part of the record that was before the ALJ, we take judicial notice of the Order Directing Representation Election. *City of Chicago v. Illinois Labor Relations Board, Local Panel*, 392 Ill. App. 3d 1080, 1083, 913 N.E.2d 12, 15 (1st Dist. 2009) (stating reviewing court could take judicial notice although the order was not contained in the appellate record).

N.E.2d 460 (1st Dist. 2006) (The statements of a bill's sponsor matter when determining legislative intent.). During the debates over the 2004 amendment, Representative Naomi Jakobsson, House co-sponsor of S.B. 1070, stated, "We should afford the graduate student[s] at other universities the same opportunity that those at the U of I have gained." Illinois House Transcript, 2004 Reg. Sess. No. 166.

Section 2(b) of the Act was again amended in 2019, in effect expanding Act's coverage to graduate students.

(b) "Educational employee" or "employee" means any individual, excluding supervisors, managerial, confidential, short-term employees, student, and part-time academic employees of community colleges employed full or part time by an educational employer In this subsection (b), the term "student" ~~includes~~does not include graduate students who are research assistants primarily performing duties that involve research ~~or~~, graduate assistants primarily performing duties that are pre-professional, ~~but excludes~~ graduate students who are teaching assistants primarily performing duties that involve the delivery and support of instruction ~~and all, or any~~ other graduate assistants. Pub. Act 101-0380 (H.B. 253) (eff. October 14, 2004) (amending 115 ILCS 5/2) (additions indicated by underline and deletions by strikeout).

During the debates over H.B. 253, Representative Will Guzzardi, one of the bill's sponsors, stated that the bill

[S]imply addresses an inconsistency in the Education Labor Relations Act, which currently says that only certain types of graduate students are eligible to join labor unions or treated as employees. Those are specifically teaching assistants. We wanted to ensure that research assistants who equally do important employment-related activities for the university are classed as employees; and therefore, allowing them to be protected by the Labor Relations Act. It's a simple cleanup measure and I ask for your support.

...

[G]raduate teaching assistants are already treated as employees. This Bill would address graduate research assistants who are currently not treated as employees....

Illinois House Transcript, 2019 Reg. Sess. No. 33

The legislative history makes it clear that the intent of the 2004 and 2019 amendments was not to define a student within the meaning of the Act as all those enrolled in a school, college or university. Rather, the intent of the amendments was to ensure that graduate students at State colleges and universities in Illinois, in addition to the University of Illinois at Urbana-Champaign, were covered by the Act. The post-GEO amendments to Section 2(b) of the Act concern graduate students. Simply stated, the amendments were meant to expand the scope of the Act, not narrow it.

The ALJ believed that by the amendments, the legislature permitted bargaining for positions closely tied to academic duties, running contrary to the GEO court's prescription for the proper application of the significant connection test as excluding students whose work is significantly connected to their academic roles from the Act's coverage. The ALJ saw this as reflecting the legislature's lack of concern with the significant connection test embraced by the court in GEO. Even if that is true, the significant connection test and the GEO decision still apply to the non-graduate student employees in this case. The amendments only concern graduate students. But the GEO court did not limit the significant connection test to graduate students. Just because the legislature did not carve out an exception for non-graduate student employees, it does not follow that they are excluded from the Act's coverage and protections.

We overturn the ALJ's finding that 2004 and 2019 amendments to the Act render the petitioned-for positions students and thus excluded from bargaining per Section 2(b) of the Act. In light of this, we do not need to address the Union's argument that the ALJ's interpretation of the student exception violates the Illinois Workers' Rights Amendment.

2. Significant Connection Test

We now turn to the significant connection test, as we believe that the GEO case is relevant and applicable to the matter before us. The ALJ determined that under the significant connection test, the petitioned-for positions would not be excluded from bargaining under

Section 2(b) of the Act as students. University cross-exceptions one, two, three, four, and ten attack that determination.

The University offers that rather than using the significant connection test, the ALJ should have adopted the interpretation of student used by the National Labor Relations Board (NLRB) in *Brown Univ.*, 342 NLRB 483 (2004), *rev'd*, 364 NLRB 1080 (2016). The University urges us to consider adopting the primary relationship test articulated by the NLRB in *Brown*, rather than the significant connection test embraced by the Illinois Appellate Court in *GEO*. It characterizes the primary relationship test as more workable and less subjective than the significant connection test. The primary relationship test excludes any employee whose relationship is primarily educational with their employer from the coverage of the National Labor Relations Act (NLRA).⁵ *Brown University*, 342 NLRB 483. The University acknowledges that *Brown* was reversed by the NLRB in *Columbia Univ.*, 364 NLRB 1080 (2016). In that case, the NLRB held that students who had an employment relationship with their university under common law principles were included in the coverage of the NLRA. *Id.* It is true that the IELRB frequently looks to NLRB cases in the absence of relevant IELRB, Illinois Appellate Court or Illinois Supreme Court cases. But there is no need for us to do that here because there is a relevant binding Illinois Appellate Court case interpreting the issue currently before us: *GEO*, 315 Ill. App. 3d 278, 733 N.E.2d 759. Not only is *Brown* not binding on the IELRB, but it is also not binding on the NLRB because it was reversed by *Columbia*. For these reasons, we decline the University's invitation to adopt the primary relationship test and instead apply the significant connection test approved by the Illinois Appellate Court in *GEO* to determine whether the petitioned-for positions are excluded from the protections of the Act as students.

⁵ The IELRA is modeled after the NLRA.

The University excepts to the ALJ's summary of the Board's rationale in the *GEO* case as mischaracterizing financial aid as the sole significant connection that the Board relied upon in determining student status. Yet the court, in overturning the Board, likewise summarized its rationale as such: "Applying [the significant connection] test, the IELRB reasoned that, because all assistantships are a form of financial aid and because financial aid is given only to students, there is a significant connection between employment as a teaching assistant, graduate assistant or research assistant and the student status of the graduate students holding those assistantships. Accordingly, the IELRB held that all teaching assistants, graduate assistants, and research assistants at the University of Illinois at Urbana-Champaign were "student[s]" as that term is used within section 2(b) of the Act and, therefore, precluded from organizing." *GEO*, 315 Ill. App. 3d at 282, 733 N.E.2d at 763. The University contends that the Board opinion illustrates that it relied on other significant connections besides the fact that assistantships were a form of financial aid to determine student status. Even if the University is correct and the ALJ in this case and the court in *GEO* failed to articulate additional significant connections relied upon by the Board in its 1998 *GEO* opinion, those factors are not instructive to us now. That opinion was reversed because the court believed the Board incorrectly applied the test. The University argues that the court failed to lay out what constitutes a significant connection in *GEO*, it simply said that the IELRB improperly applied the test. The University is incorrect. The court's prescription for the proper application of the significant connection test is discussed below.

The University excepts to the ALJ's hypothetical that if desk workers have bargaining rights, reach impasse in negotiations, and ultimately go on strike, the strike would not impact their studies or whether they graduate with their degree, so no threat to the educator/student relationship exists and the employees would not be excluded as students under the significant connection test. The University complains that bargaining over terms and conditions of employment for the petitioned-for employees will likely interfere with its efforts at ensuring student jobs provide the incumbents with sufficient skills, abilities, and experiences to help with

their post-college careers without unduly interfering with their classroom studies. Nonetheless it fails to articulate how its obligation to bargain could do so. The University's suggestion that allowing the petitioned-for employees to collectively bargain would impede on the University's own emphasis on their academic success is unlikely. Additionally, it is possible that having the ability to collectively bargain over their terms and conditions of employment may enhance the petitioned-for employees' educational experience and skills.

Proper application of the significant connection test "reconciles the statutory policy of creating harmonious labor relations in education with the potential risk that collective bargaining could undermine student-teacher relationships. Bargaining over issues such as job security, discipline or evaluations for positions that are peripheral to academic duties would not interfere with the educational relationship." *GEO*, 315 Ill. App. 3d at 284-285, 733 N.E.2d at 764-65. In this case, the petitioned-for employees work in the residence halls with students and other employees of the University's Campus Housing Department rather than with or for their professors or instructors. Their professors or instructors are unlikely to sit across from them at the bargaining table. Therefore, there is no identified risk that collective bargaining could undermine the petitioned-for employees' relationships with their teachers or interfere with their educational relationships.

The court further envisioned proper application of the significant connection test as excluding student employees from collective bargaining "whose work is so related to their academic roles that collective bargaining would be detrimental to the educational process. However, those individuals whose [employment is] not significantly connected to their status as students must be allowed the same statutory right to organize as other educational employees." *GEO*, 315 Ill. App. 3d at 285, 733 N.E.2d at 765. There is nothing in the record that demonstrates the petitioned-for employees' work is closely related to their academic roles or status as students. Admittedly they must be students, carry a certain amount of course credits and maintain a certain grade point averages to be employed. But they do not receive academic

credit for their work, there is no classroom component, and their work is not overseen or guided by faculty. Consequently, collective bargaining would not be detrimental to the educational process. We have applied the significant connection test and find that pursuant to it, the employees in the petitioned-for positions are not excluded from bargaining under Section 2(b) of the Act.

B. Short-Term Employee

Union exceptions three through five are to the ALJ's conclusion that if all the petitioned-for titles are not excluded from bargaining as students, the employees in the title of Summer Staff Assistant (SSA) should be excluded from the unit because they are short-term employees within the meaning of Section 2(q) of the Act. A short-term employee is employed for less than two consecutive calendar quarters during a calendar year and does not have a reasonable expectation that they will be rehired by the same employer for the same service in a subsequent calendar year. 115 ILCS 5/2(q).

According to the Union, the ALJ erred by placing the burden on the Union, rather than the University, to prove the exclusion. The party seeking to exclude the employees from exercising the right to collectively bargain pursuant to the Act, the University in this case, has the burden of proving the statutory exclusion. *Niles Township High Sch. Dist. 219 v. Illinois Educational Labor Relations Board*, 387 Ill. App. 3d 58, 69, 900 N.E.2d 336 (1st Dist. 2008). There is nothing in the record to indicate the ALJ placed that burden on the Union rather than the University.

The first requirement of short-term employee status is that an employee is employed for less than two consecutive calendar quarters during a calendar year. The Union notes that the ALJ should have focused on whether the person continues as an employee performing the same service, rather than the same job title, when he determined whether SSAs are employed for less than two consecutive quarters. The Union points to testimony in the record that the SSA position is frequently filled by employees who are either completing an academic year in one of

the other petitioned-for positions or who will begin in one of the other petitioned-for positions in the following academic year. The University counters that this is an exaggeration because the Union provided only two examples. We do not need to resolve which version controls. Even if the Union's characterization is correct, in both examples, the work performed beyond the summer was not performed as an SSA, it was performed as one of the other petitioned-for titles. The Union cites no authority to support its argument that job title is not determinative of short-term employee status. The Board looks at what the employee experiences while employed in one petitioned-for title, not other titles that may or may not also be petitioned-for. The focus is on the title, not the employee themselves. The ALJ correctly determined that the SSAs meet the first prong of the short-term employee test.

The ALJ found that the SSAs meet the second part of the short-term employee test because they have no reasonable assurance of rehire. Prior to 2003, Section 2(q) required an employee to have a "reasonable assurance" of being rehired to show that they are not a short-term employee. See Pub. Act 92-748 (eff. Jan. 1, 2003). Section 2(q) was amended in 2003 to provide that a "reasonable expectation" of rehiring, rather than a "reasonable assurance," is required to show that an employee is not a short-term employee under the second prong. *Id.* Prior to the amendment, the court defined an "expectation" as an employee's subjective belief that they will be rehired. *Harper College v. Harper College Adjunct Faculty Ass'n, IEA-NEA*, 273 Ill. App. 3d 648, 652, 653 N.E.2d 411, 415 (4th Dist. 1995). The court in *Harper College* was concerned with determining what "assurance" meant within the definition of a short-term employee and, in contrasting it with "expectation", described the latter term only in a general sense. To use this language as authority for stating the standard for determining short-term employee status should be an employee's subjective expectation for future employment goes far beyond the court's holding in *Harper College*. *Laborers International Union of North America*, 30 PERI ¶132 (IL LRB-SP 2013). To be sure, the Act's qualification that the expectation must be "reasonable" naturally lends itself to consideration of factors outside the employees' subjective belief. *Id.*

Using an objective standard, we must determine whether the SSAs have a reasonable expectation for rehire. Being repeatedly rehired can be sufficient for an individual not to be a short-term employee. *Harlem School District No. 122*, 33 PERI 6, Case No. 2015-CA-0015-C (IELRB Opinion and Order, June 17, 2016), *aff'd*, No. 1-16-1932 Ill. App. Ct. (1st Dist. 2017) (unpublished order) (substitute teacher who was continually rehired for 14 years not a short-term employee); *Illinois State University*, 31 PERI 117, Case No. 2012-RS-0004-S (IELRB Opinion and Order, July 19, 2012) (extra-help employees who return year after year time after time have a reasonable expectation of being rehired and are not short-term employees). Using the same facts cited by the ALJ under the reasonable assurance standard, the SSA candidates still do not have a reasonable expectation of rehire. SSA candidates must interview each spring to be hired, even candidates who previously held SSA positions. Each candidate for the position is scored and ranked and the University hires the top thirty-five to forty candidates. A candidate who worked as an SSA the previous summer may be rehired if they interview well and their score is among the top thirty-five to forty, but that same candidate would not be rehired if they interviewed poorly and thus do not score high enough. A returning candidate for an SSA position may be at some advantage because they know what to expect from the interview process. Still, they are given no assurances, promises or guarantees of rehire by the University. The University rehired one person who worked as an SSA during summer 2003 for summer 2024 who did not apply for the position. The record does not demonstrate that is the University's practice. The same is true with the isolated occurrence of the University's simultaneous hire of a student for a fall Senior Leadership Assistant position and an SSA position for the prior summer. Nor does that one example demonstrate that returning SSA candidates would have a reasonable expectation of rehire. Just like candidates who have not previously worked as SSAs, they are required to endure the interview process and must obtain a high enough score to be hired. Based on this, we find that SSAs do not have a reasonable expectation for rehire and that

SSAs are short-term employees within the meaning of the Act and therefore excluded from the petitioned-for unit.

C. Appropriate Unit

University cross-exceptions five through nine and eleven are to the ALJ's finding that if the student exclusion does not apply, the petitioned-for unit is an appropriate unit within the meaning of Section 7(a) of the Act.⁶

1. *Positions Outside of the Petition*

The University argues that the petitioned-for unit is inappropriate because it does not include other Campus Housing positions. The Board is not compelled to determine whether a unit not petitioned-for is possibly more appropriate. *Homewood-Flossmoor CHSD 233*, 38 PERI 50, Case No. 2020-RC-0005-C (IELRB Opinion and Order, October 21, 2021); *Downers Grove Community High School District No. 99*, 1 PERI 1105, Case No. 84-RC-0067-C (IELRB Opinion and Order, April 19, 1985). The Act does not require that a bargaining unit be the most appropriate unit, but rather an appropriate unit. *Board of Trustees of the University of Illinois v. Illinois Educational Labor Relations Board*, 2015 IL App (4th) 140557, ¶40; *Black Hawk College Professional Technical Unit v. IELRB*, 275 Ill. App. 3d 189, 655 N.E.2d 1054 (1st Dist. 1995). “A proposed unit should be certified if it meets the applicable standards in the Act, even though a separate unit of classified employees would also be an appropriate unit.” (Internal quotation marks omitted.) *University of Illinois*, 2015 Ill. App. (4th) 140557, ¶ 40. The Board has recognized that more than one appropriate bargaining unit may cover the same employees and has rejected any requirement of maximum coherence or selection of a most appropriate unit if more than one potential configuration would be appropriate. *Edwardsville Community Unit School Dist. No.*

⁶ Because the SSA position is excluded from the unit as a short-term employee, we do not consider it in our Section 7(a) analysis.

7, 8 PERI 1003, Case Nos. 91-RC-0022-S, 91-RC-0023-S (IELRB Opinion and Order, November 21, 1991). 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). Even if the petitioned-for unit could also be appropriate if it contained Campus Housing positions that are not sought after in this case, that does not render the petitioned-for unit inappropriate.

The University excepts to “the ALJ’s failure to acknowledge that the community of interest factors in Section 7 of the Act carry little or no weight when a proposed bargaining unit contains diverse job titles but excludes other job titles that exhibit just as much diversity.” Pursuant to Section 7(a) of the Act, to resolve unit determinations, the Board 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 supervisor, wages, hours, and other working conditions of the employees involved, and the desires of the employees.

The University contends that the ALJ should have gone through each of the Section 7(a) factors between the petitioned-for positions and the non-petitioned-for positions it believes should be included. Such an examination is not necessary here because the question is not whether there is a more appropriate bargaining unit for the placement of the employees petitioned-for herein, but rather, whether the petitioned-for bargaining unit, as configured, is an appropriate unit.

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. *Rockford Public Schools Dist. 205*, 40 PERI 60, Case No. 2023-RS-0017-C (IELRB Opinion and Order, November 15, 2023), *aff'd*, *Rockford Pub. Sch., Dist. No.*

205 v. Illinois Educ. Labor Relations Board, 2025 IL App (4th) 231542-U; *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). However, 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. *Rockford Public Schools Dist. 205*, 40 PERI 60; *School District U-46*, 13 PERI 1071; *Peoria School District 150*, 5 PERI 1132, Case No. 89-RC-0023-S (IELRB Opinion and Order, July 17, 1989) (proposed unit of cafeteria workers who worked more than four hours a day and excluding those working less than four hours per day was arbitrary and artificial). That is not the case here simply because the University asserts there may be diversity between various petitioned-for titles.

2. Community of Interest

The University disagrees with the ALJ's application of the Section 7(a) community of interest factors and his finding that they favor the petitioned-for unit. The ALJ found that the employee skills and functions, degree of functional integration, interchangeability, and contact among employees factors generally favored a community of interest between the petitioned for positions. He found the common supervision, wages, hours, and other working conditions to be mixed, but overall favored a community of interest.

Regarding employee skills and functions, the University explains that the ALJ neglected to recognize the differing tasks each title performs, differing grade point average requirements, work schedules and on call assignments. In any workplace, employees perform different tasks than their coworkers with differing job titles. To render a bargaining unit inappropriate for that reason would render most units containing more than one title inappropriate. Differences between grade point average requirements, schedules and call assignments are not so significant that they negate the ALJ's finding that the petitioned-for positions share skills and functions

when they all perform work serving students and building community within residence halls. The University claims that the interchangeability among employees factor was not satisfied. It cites two examples in support of its claim. First, Resident Assistants and Senior Resident Assistants are trained to mediate disputes among students, but Desk Workers are not. Second, Senior Leadership Assistants have responsibilities for living learning communities, but Senior Resident Assistants and Resident Assistants do not. Again, differences between employees in differing job titles are to be expected. But these differences are minimal and do not negate the ALJ's finding. Resident Assistants, Senior Resident Assistants, Peer Mentors, and Desk Workers all perform desk duty. In the absence of a Desk Worker, Desk Managers fill in and perform all of the Desk Worker's duties. Resident Assistants and Senior Resident Assistants have the same on-call responsibilities. All of this supports a finding of interchangeability among employees. It is not significant that there is limited interaction between employees assigned to different buildings/areas. That is because employees in differing titles who are assigned to the same building/area interact and work with one another, thus have a high degree of contact and functional integration.

The University asserts in its exceptions that the ALJ neglected to recognize that it was significant that the petitioned-for positions report to different supervisors who are assigned to two different subunits within Campus Housing. The ALJ took a broad view, noting that all the petitioned-for positions were supervised by Zach Birch (Birch), the director of the University's Residence Life Division. Birch oversees all staff who assist and attend to the residents of University housing, both the student employees and the full-time professional staff of the Residence Life Division. The full-time professional staff of the Residence Life Division supervise its student employees. Although not all the petitioned-for positions report to the same direct supervisor, the element of common supervision by Birch weighs in favor of a finding of community of interest.

The University's claim that the ALJ neglected to consider that the petitioned-for positions "all share slightly different pay and benefits" is incorrect. The ALJ stated that factor was mixed, though it overall favored the petitioned-for unit. The University admits in its cross-exceptions that the differences are slight. This does not negate the ALJ's finding. While there are differences, there is clearly overlap. There is no one position that does not share some benefit or lack thereof with another position. For example, Desk Workers receive an hourly wage, do not receive a stipend or board, and are the only position that does not live in a residence hall and receive free room. Desk Managers receive an hourly wage, do not receive a stipend or board, but like five of the other petitioned-for positions, receive free room. The Desk Workers and Desk Managers' hourly wages are similar, \$15.00 and \$15.40, respectively. Resident Assistants and Senior Resident Assistants can be paid hourly, like Desk Workers and Desk Managers. But only when they work beyond four hours at the residence hall front desk. Resident Assistants and Senior Resident Assistants, like the Peer Mentors, Senior Peer Mentors, and Senior Leadership Assistants, receive a stipend, free room and board, and are required to live in a residence hall. The range an employee can receive for a stipend is the same in each of the following positions: Resident Assistant, Senior Resident Assistant, Peer Mentor, and Senior Peer Mentor, \$2,300 - \$3,100. The Senior Leadership Assistants' stipend is slightly higher, at \$3,100 - \$3,400. The overlapping similarities between the petitioned-for positions' pay, benefits, and other terms and conditions of employment supports a community of interest.

In sum, the differences between the various petitioned-for positions are outweighed by their similarities. An analysis of the statutory factors demonstrates that there is a community of interest between the petitioned-for positions.

3. Desires of Employees

The ALJ found that the desires of the employees tended to favor the petitioned-for unit, as there is evidence of employee support for it. The University urges us to instead find that this

neither supports nor detracts from the appropriateness of the petitioned-for unit because employee wishes are not dispositive when assessing unit appropriateness. In support of this, the University offers the following incomplete quotation from *Board of Trustees, University of Illinois at Chicago*: “If they were, ‘extent of organization would control, yielding artificial and arbitrary bargaining unit configurations.’” University brief at p. 32, quoting 12 PERI 1073, Case No. 95-RC-0011-C (IELRB Opinion and Order, August 19, 1996). The full sentence from that case reads: “In addition, if employee preferences alone controlled, the other factors listed in Section 7 would be a nullity, and extent of organization would control, yielding artificial and arbitrary bargaining unit configurations.” *University of Illinois*, 12 PERI 1073. (Emphasis added.) In this case, the desires of the employees factor is not the only Section 7 factor that favors the petitioned-for unit. Taken in context, the authority the University cites does not support its argument. We do not disturb the ALJ’s finding that the desires of employees factor tends to favor the petitioned-for unit.

For the reasons discussed above, we find that the unit is appropriate within the meaning of Section 7(a) of the Act.

IV. Order

The ALJRDO is overturned in part and affirmed in part. IT IS HEREBY ORDERED that: 1) the petition-for employees are not excluded from the coverage of the Act as students; 2) the title of Summer Staff Assistant is excluded from the unit as a short-term employee within the meaning of Section 2(q) of the Act; 3) with the exception of the Summer Staff Assistant title, the petitioned-for unit is an appropriate unit for the purposes of collective bargaining within the meaning of Section 7(a) of the Act; and 4) the matter is remanded to the Executive Director to complete processing of 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: **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

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STATE OF ILLINOIS
ILLINOIS EDUCATIONAL LABOR RELATIONS BOARD

Office and Professional Employees Int'l Union,
Local 39, AFL-CIO,

Petitioner

and

University of Illinois, Chicago,

Employer

Case No. 2025-RC-0011-C

ADMINISTRATIVE LAW JUDGE'S RECOMMENDED DECISION AND ORDER

I. BACKGROUND

Petitioner, Office and Professional Employees International Union, Local 39, AFL-CIO (Union), filed a petition with the Illinois Educational Labor Relations Board (Board) on January 30, 2025, seeking pursuant to a showing of majority interest, to represent approximately 173 persons employed by University of Illinois, Chicago (University), in various titles, in the Residence Life Division of its Campus Housing Department.¹ The petitioned-for employees are currently unrepresented for purposes of collective bargaining. The University opposed the petition, asserting as configured, the petitioned-for unit is inappropriate because it is exclusively comprised of students, who are statutorily excluded from the ambit of the Act, and because it is underinclusive, failing to include other student employees holding similar jobs on campus. Additionally, the University asserts one of the petitioned-for titles falls within the Act's "short term employee" exclusion.

The hearing in this matter was conducted on Webex, before the undersigned, on April 3 and May 6, 2025, pursuant to Section 1110.105 of the Board's Rules and Regulations (Rules), 80 Ill. Admin. Code §§1100-1135. Both parties filed post-hearing briefs on June 17, 2025.²

II. ISSUES AND CONTENTIONS

Petitioner: The Union seeks to represent approximately 173 persons employed by the University in eight titles, in the Residence Life Division of its Campus Housing Department. The Union asserts, as configured, the petitioned-for unit is appropriate.

¹When the petition was first filed, the agency did not categorize it as a majority interest petition because the cards filed as evidence of majority support lacked the requisite statement for processing under the majority interest procedure, that is, a statement indicating the signer understands if a majority of employees in the petitioned-for unit sign cards, certification will occur without an election. On February 12, 2025, the Union filed evidence of majority support, using cards which contained the necessary statement. Thereafter, the petition was processed as a majority interest petition.

²Pursuant to Section 7(c-5) of the Act and Section 1110.105 of the Rules, the Union and University executed a limited waiver of the Board's obligation in the above-captioned case, to ascertain the petitioned-for employees' choice of labor organization within 120 days of the filing of the instant majority interest petition, and to commence a hearing within 30 days of service of the petition. The parties' waiver extends the deadline to August 29, 2025.

Employer: The University opposes the Union's petition, asserting the unit it seeks is inappropriate because it is exclusively comprised of students who are statutorily excluded from the Act's definition of "educational employee", and thus, by extension, from collective bargaining. Additionally, the University contends the petitioned-for unit is underinclusive, failing to include other student employees holding similar jobs on campus. The University further contends one of the petitioned-for titles, that of Summer Staff Assistant, falls within the Act's "short term employee" definition, and therefore, must be excluded from the unit.

III. FINDINGS OF FACT

On the basis of the testimony of the witnesses, my observation of their demeanors, and the documentary evidence in the record, I make the following findings of fact:

At all times material, University of Illinois, Chicago, was an educational employer within the meaning of Section 2(a) of the Act and subject to the jurisdiction of the Board. Likewise, at all times material, Office and Professional Employees International Union, Local 39, AFL-CIO, was a labor organization within the meaning of Section 2(c) of the Act and subject to the jurisdiction of the Board. Through the instant petition, the Union seeks to represent the following unit of employees:

Included: All persons employed by University of Illinois, Chicago, as residence-hall-based staff full- or part-time, for the full year, academic year, or summer, in its Campus Housing Department's division of Residential Life (in whole or in part) who establish/maintain a positive living-learning environment in the residence halls for residents and guests and/or have front desk duties in the residence halls or perform similar work; and are required by the University to be enrolled full-time and in good academic and conduct standing, including, but not limited, to the following Campus Housing "working" titles/positions: Senior Leadership Assistant; Senior Resident Assistant; Resident Assistant; Senior Peer Mentor; Peer Mentor; Desk Manager; Desk Worker; Summer Staff Assistant.

Excluded: Any non-residence-hall-based position; any position that does not include a requirement to be enrolled full-time and in good academic and conduct standing; employees represented by other employee representative organizations; all supervisory, managerial, confidential, and/or short-term employees as defined in Section 2 of the Illinois Educational Labor Relations Act, 115 ILCS 5/1, *et seq.*

Apart from graduate-level research assistants, graduate assistants, and teaching assistants, the University employs approximately 3,626 student workers or student staff at the Chicago campus, many of whom hold more than one job assignment, for a total of 6,209 separate such assignments.³ Tr. 39-41; Univ. Ex. 1. To be employed as student staff during the fall and spring semesters, individuals must be enrolled at least at half-time status as a student, meaning carrying at least 6 credit hours *per* semester. Tr. 44-45, 78, 250; Un. Ex. 104, 106, 108, 109, 111,

³Reference to exhibits in this matter will be as follows: Union exhibits, "Un. Ex. ____"; University exhibits, "Univ. Ex. ____." References to the transcript of proceedings will be "Tr. ____."

113, 115, 117; Univ. Ex. 2. Should a student drops below half-time status, the University will terminate his/her employment. Tr. 60-61; Univ. Ex. 2. The University provides employment opportunities to assist students in offsetting the cost of education, to learn valuable skills, and to gain employment experience, however, it emphasizes the primary purpose for student workers is to obtain a degree, and any University employment is temporary and incidental to that purpose. Tr. 82; Univ. Ex. 2. The University does not confer academic credit on any of the employees in the petitioned-for titles for the work they performed while working in those titles; likewise, there is no classroom component to their duties in those titles, nor are they overseen by faculty while so engaged. Tr. 277-278, 343, 384-92, 447-48, 500. To assist in the overall education and development of its student workers, the University has incorporated eight essential career competencies valued by employers across all industries, as developed by the National Association of Colleges and Employers (NACE), in its student worker job descriptions. Tr. 22, 52-53; Univ. Ex. 3. As a general matter, the University does not allow student employees to work more than 20 hours *per* week. Tr. 82-83; Univ. Ex. 2.

The Union seeks to represent eight job titles or classifications in its petition: Senior Leadership Assistant; Senior Resident Assistant; Resident Assistant; Senior Peer Mentor; Peer Mentor; Desk Manager; Desk Worker; Summer Staff Assistant. There are 86 employees in the Desk Worker title and 62 in the Resident Assistant title, with the remainder being three in the Senior Leadership Assistant title, six in the Senior Resident Assistant title, four in the Senior Peer Mentor title, eleven in the Peer Mentor title, and six in the Desk Manager title. Tr. 111-12; Un. Ex. 101; Univ. Ex. 10. The listed positions or titles constitute all student worker positions in the Residence Life of the Campus Housing Department at the University. Tr. 175, 249-50, 513-14; Un. Ex. 101; Univ. Ex. 10. The director of the Residence Life Division, Zach Birch, oversees all staff who assist and attend to the residents of University housing, both the student employees and the full-time professional staff of the Residence Life Division. Tr. 175, 249-50, 513-14; Un. Ex. 101; Univ. Ex. 10. The full-time professional staff of the Residence Life Division supervise the Division's student employees. Tr. 175, 249-50, 513-14; Un. Ex. 101; Univ. Ex. 10.

1. Resident Assistant (RA) title

To be hired into the Resident Assistant (RA) title, a student must be in good standing, with at least a 2.5 grade point average, to have lived in one of the University's residence halls for at least one year before becoming an RA, and to successfully have passed a criminal background check. Tr. 177, 194; Un. Ex. 109. The University assigns seven to fourteen RAs to each of its residence halls. Tr. 179. The RAs' function is to be the "primary community builders" among students who live in their campus residences by creating and maintaining a welcoming and supportive environment. Tr. 178, 425-26; Un. Ex. 109. In that role, RAs accomplish this end by providing support to student residents on conflict management and advice on student affairs and learning outcomes. Tr. 178;

Un. Ex. 109. Not surprisingly, most conflicts are between roommates, regarding their living issues, which RAs manage and resolve through roommate agreements. Tr. 190-91, 423.

RAs generally average between ten to twenty hours of work *per* week, which includes a four hour weekly schedule at the front desk of their residence halls. Tr. 183, 422. Their remaining hours consist of "on call" responsibilities, which include responding to maintenance emergencies such as students being locked out of their rooms. Tr. 183, 422, 428. Apart from their front desk hours, RAs may schedule their remaining hours to accommodate their academic commitments. Tr. 183. Each RA reports to and is directly supervised by one of six residence directors. Tr. 184. To work as an RA, RAs must live in a residence hall. Tr. 186. The University compensates RAs with free room and board, a stipend in the range of \$2300. to \$3100., and an hourly wage for each hour worked beyond four at the residence hall front desk. Tr. 186-87.

RA "on call" hours are from 5:00 p.m. to 8:00 a.m. weeknights, and 10:00 a.m. to 10:00 a.m. weekends. Tr. 188. Generally, each RA is on call once *per* week in their assigned building. Tr. 188, 254. When on call, the RA checks in with the resident director, and then generally waits in his/her room for any calls, during which time the RA may engage in activities like studying, cleaning, or watching television; sometimes an entire shift passes without a call, other shifts may consist of multiple calls. Tr. 427-28. While on call, RAs leave their rooms to complete "three rounds" of their buildings each night, during which the University expects them to identify and report any policy violations or concerns they observe. Tr. 188-89.

The University's RAs undergo substantial training. RAs begin training for the fall semester about two weeks prior to the start of classes, and go through it with the senior resident assistants, peer mentors, senior peer mentors, and senior leadership assistants. Tr. 180, 262, 433-35. RAs, and the persons in other titles in training with them, are taught how to handle various issues they may run across while performing their duties, including crisis management, dealing with mental health issues, and managing sexual misconduct allegations. Tr. 434-35. In January, at the beginning of the spring semester, the RAs and the others who went through the training prior to the fall semester, undergo a refresher course. Tr. 182, 433. In addition, RAs, along with senior resident assistants, peer mentors, senior peer mentors, and senior leadership assistants, have weekly two-hour in-service trainings on various topics, including basic conflict management and mediation techniques, how to report student misconduct, and their reporting obligations under the Clery Act and Illinois child abuse laws. Tr. 180-81, 266.

RAs attend weekly staff meetings along with other RAs and senior resident assistants in their assigned residence hall, but rarely have contact with RAs from other residence halls. Tr. 186, 266-67, 436. Within each residence hall, on a daily basis, RAs have regular contact with the senior resident assistants, desk workers, desk managers, peer mentors, and senior peer mentors assigned to their building, but have little contact with senior leadership assistants. Tr. 186, 414, 437-39.

2. Senior Resident Assistant (SRA) title

The University employs six persons in the Senior Resident Assistant title. Tr. 193; Un. Ex. 101; Univ. Ex. 10. To be hired into the Senior Resident Assistant (SRA) title, a student must be in good standing, with at least a 2.5 grade point average, to have worked for at least one year as an RA, and to successfully have passed a criminal background check. Tr. 193-94; Un. Ex. 111. The University divided all RAs into six teams, to cover its nine residence halls, meaning certain teams have more than one residence hall for which it is responsible. Tr. 185. One SRA is assigned to head each of the six RA teams. Tr. 196.

On average, SRAs work fifteen to twenty hours *per week*, which, like the RAs, includes a four hour weekly schedule at the front desk of their residence halls, and unlike the RAs, includes a ten hour weekly office hour commitment for consultation as needed by RAs. Tr. 197, 199, 444, 454. Likewise, SRAs have the same on-call responsibilities as RAs. Tr. 197, 201, 202, 444, 446. Each SRA reports to the same residence director as the remainder of his/her RA team. Tr. 198. To work as an SRA, SRAs must live in a residence hall. Tr. 198. The University compensates SRAs with free room and board, a stipend, generally on the higher end of the \$2300. to \$3100. range, and an hourly wage for each hour worked beyond four at the residence hall front desk. Tr. 199-200.

In general, SRAs perform the same work as the RAs, with the exception that the SRAs mentor and assist the RAs as they become familiar with their responsibilities. Tr. 195, 256, 442-43. To that end, the SRAs meet one-on-one with each RA on his/her team once a month. Tr. 195, 443. Additionally, some SRAs assist the resident directors with minor administrative tasks. Tr. 442.

Like the University's RAs, SRAs undergo substantial training. SRA training starts a week earlier than the RA training, and initially concerns the mentoring of RAs and how to be a resource to their RA teams. Tr. 197, 444. The SRAs then continue their training when the RAs arrive, and participate in the general training they undergo. Tr. 197, 444.

SRAs chair weekly staff meetings with the RAs in their assigned residence hall, but rarely have contact with student staff from other residence halls. Tr. 198, 266-67, 436, 445, 462. Within each residence hall, on a daily basis, SRAs have regular contact with the RAs, desk workers, desk managers, peer mentors, and senior peer mentors assigned to their building. Tr. 198, 462-63. Additionally, the SRAs, along with the senior peer mentors, desk managers and senior leadership assistants, are part of the Student Staff Advisory Board, which meets monthly with Birch, to share information about University residence life. Tr. 268, 284, 340, 437, 446.

3. Peer Mentor (PM) title

The University employs eleven persons in the Peer Mentor title. Tr. 202; Un. Ex. 101; Univ. Ex. 10. To be hired into the Peer Mentor (PM) title, a student must be in good standing, with at least a 3.0 grade point average, to have lived on campus for at least one year, and to successfully have passed a criminal background check. Tr. 202-

03; Un. Ex. 113. The University assigns each PM to one of its living learning communities or affinity groups on campus but PMs have the option of requesting to be assigned to a particular affinity group. Tr. 204, 477-78. Living learning communities (LLCs) are groups of resident students with shared academic interests who live in close proximity in one of the University's residence halls. Tr. 451-52. Affinity groups are groups of resident students with shared social interests who live in close proximity in one of the University's residence halls. Tr. 204, 475. Each LLC or affinity group is located in a single residence hall, but any PM is free to assist any student resident with his/her education. Tr. 205-06.

On average, PMs work fifteen to twenty hours *per* week, which, like the SRAs and RAs, includes a four hour weekly schedule at the front desk of their residence halls, but unlike the SRAs and RAs, PMs have no on-call responsibilities Tr. 203, 207, 214, 479. To work as a PM, PMs must live in a residence hall. Tr. 208. The University compensates PMs with free room and board, and a stipend in the range of \$2300. to \$3100. Tr. 208-09. PMs report to and are directly supervised by the area coordinator for residents' education and a graduate assistant student. Tr. 208; Un. Ex. 101; Univ. Ex. 10. Like RAs and SRAs, PMs have reporting obligations under the Clery Act and Illinois child abuse laws. Un. Ex. 113.

The function of PMs is to engage in academic outreach to assist student residents to overcome academic challenges and aid in their well-being. Tr. 203, 473-74. To this end, PMs establish scheduled office hours and study times during which they tutor and instruct residents. Tr. 203, 474. Additionally, PMs play a role in assisting students in selecting an LLC or affinity group which aligns with their interests. Tr. 203-04. PMs also work with certain faculty members to host events designed to instruct students about career readiness and study habits. Tr. 280, 474.

Like the University's RAs and SRAs, PMs undergo substantial training. PMs begin training for the fall semester about two weeks prior to the start of classes, and go through it with the RAs, SRAs, senior peer mentors, and senior leadership assistants. Tr. 206-07, 262, 480-81. In training, the student staff is taught how to handle various issues they may run across while performing their duties, including crisis management, dealing with mental health issues, and managing sexual misconduct allegations. Tr. 206-07, 480-81. PMs also receive specific training on academic intervention. Tr. 207.

PMs attend weekly staff meetings along with other PMs, senior peer mentors, and senior leadership assistants to discuss and review academic programs and residence education. Tr. 266-67, 476-77. Within each residence hall, on a daily basis, PMs have regular contact with RAs, SRAs, other PMs, senior peer mentors, desk workers, and desk managers, but have little contact with student staff in other residence halls. Tr. 208, 479-80, 482-83.

4. Senior Peer Mentor (SPM) title

The University employs four persons in the Senior Peer Mentor title. Tr. 210; Un. Ex. 101; Univ. Ex. 10. To be hired into the Senior Peer Mentor (SPM) title, a student must be in good standing, with at least a 3.0 grade point average, to have lived on campus for at least one year, and to successfully have passed a criminal background check. Tr. 210; Un. Ex. 115. Like the PMs, the SPMs engage in academic outreach to assist student residents to overcome academic challenges and aid in their well-being. Tr. 215, 259, 487. In addition, SPMs assist and mentor the PMs, help them coordinate office hours and study rooms, and assist University officials with campus-wide academic initiatives. Tr. 211, 487; Un. Ex. 115. The University assigns each SPM to a specific residence hall, so only four residence halls—Academic Residential Complex, James Stukel Towers, Courtyard, and Marie Robinson Hall—have SPMs. Tr. 212, 487.

On average, SPMs work fifteen to twenty hours *per* week, and like the PMs, have no on-call responsibilities Tr. 212. To work as an SPM, SPMs must live in a residence hall. Tr. 213. The University compensates SPMs with free room and board, and a stipend, generally on the higher end of the \$2300. to \$3100. range. Tr. 214. SPMs report to and are directly supervised by the area coordinator for residents' education. Tr. 213; Un. Ex. 101; Univ. Ex. 10. Like RAs, SRAs, and PMs, SPMs have reporting obligations under the Clery Act and Illinois child abuse laws. Un. Ex. 115.

Like the University's RAs, SRAs, and PMs, SPMs undergo substantial training. SPM training starts a week earlier than the RA and PM training, and initially concerns leadership skills and professional development. Tr. 492. The SPMs then continue their training when the RAs and PMs arrive, and participate in the general training they undergo. Tr. 264, 492.

SPMs attend weekly staff meetings with all PMs and the senior leadership assistants to discuss and review academic programs and residence education. Tr. 266-68, 487-88. In addition, each SPM mentors one to three PMs, with whom they meet every two weeks. Tr. 488-89. Within each of the four residence halls, on a daily basis, SPMs have regular contact with RAs, SRAs, PMs, desk workers, and desk managers, but have little contact with student staff in other residence halls. Tr. 213, 487.

5. Desk Worker (DW) title

The University employs 86 persons in the Desk Worker title. Tr. 215; Un. Ex. 101; Univ. Ex. 10. To be hired into the Desk Worker (DW) title, a student must be in at least his/her second year, and in good standing, with at least a 2.0 grade point average. Tr. 216; Un. Ex. 104. The University does not require DWs to live on campus or in a residence hall. Tr. 223, 405. The University gives preference to federal work study recipients for the Desk Worker title. Un. Ex. 104. Generally, DWs work at desks near the front entrances of the residence halls, where they assist students or others, and serve as a security checkpoint. Tr. 217-18, 220, 365, 367-68. DWs assist with

sorting and handing out room keys to student residents as they move in and out, assist in replacing lost keys, and are the initial greeter/contact for student residents, visitors, and University workers and officials, when they enter a residence hall. Tr. 217, 229-30, 366.

On average, DWs work ten to fourteen hours *per* week, generally in two-hour shifts, which they establish with their desk managers. Tr. 221. The University compensates DWs at a rate of \$15.00 *per* hour worked; they do not receive room and board, or a stipend. Tr. 224; Un. Ex. 104. DWs report to and are directly supervised by one of the University's three housing officers, each of whom has responsibility for a certain geographical area of the campus, east, west, and south. Tr. 221-22; Un. Ex. 101, 104; Univ. Ex. 10. Like RAs, SRAs, PMs, and SPMs, DWs have reporting obligations under the Clery Act and Illinois child abuse laws. Tr. 224-25.

Like the University's RAs, SRAs, PMs, and SPMs, DWs undergo training, but it is much shorter and less substantial. Shortly before the start of the fall semester, DWs participate in two days of training on customer service, and the use and operation of the front desk computer system. Tr. 220, 372-73. The new DWs then continue their training by working "shadow shifts" with experienced DWs, to learn how matters are handled on a practical basis at their particular front desks. Tr. 220-21.

DWs attend monthly staff meetings with all DWs and all desk managers assigned to their particular geographical area, east, west, or south, along with the housing officer for their areas. Tr. 268, 374. During such meetings, the housing officer will make announcements, discuss operational changes, and seek feedback on issues and problems in the workplace. Tr. 268, 374. Occasionally, DWs will fill-in for absent DWs in other residence halls, but only within the same geographic campus area, as DWs from, for example, the west end of campus, will not be called to work on the east side of campus. Tr. 222-23, 260, 406. Within their geographic areas, DWs have regular contact with RAs, SRAs, PMs, SPMs, other DWs, and desk managers. Tr. 223, 377, 407.

6. Desk Manager (DM) title

The University employs six persons in the Desk Manager title. Tr. 266; Un. Ex. 101; Univ. Ex. 10. To be hired into the Desk Manager (DM) title, a student must be in at least his/her second year, have at least one semester of having worked for campus housing, preferably with experience as a DW, and in good standing, with at least a 2.5 grade point average. Tr. 226; Un. Ex. 106. The University requires DMs to live in a residence hall on the campus. Tr. 231. DMs oversee the operation of the front desk at each residence hall, and in certain campus housing buildings, they oversee more than one front desk. Tr. 227, 375; Un. Ex. 106. DMs' duties include setting up the DWs' schedules and ensuring the front desk work areas are properly supplied. Tr. 227, 333, 376; Un. Ex. 106. DMs assist DWs to appropriately perform their role and remind them of their responsibilities. Tr. 227; Un. Ex. 106. DMs are charged with reporting to the housing officers for their areas, DWs who engage in improper behavior or fail to comply with applicable rules and policies. Tr. 333-34. DMs also have a role in assisting the

housing officers for their areas, with the selection and training of DWs. Tr. 227; Un. Ex. 106. DMs are generally not out on the front desk, but in the absence of DWs, DMs will fill in and perform all the duties of the DWs. Tr. 227, 261, 336, 375-76.

On average, DMs work fifteen to twenty hours *per* week, but may work an additional ten hours *per* week when students are moving into or out of the residence halls. Tr. 229, 336, 357-58. DMs work with their supervisors to establish their weekly schedule. Tr. 229. The University compensates DMs at a rate of \$15.40 *per* hour worked; they receive room, but neither board nor stipend. Tr. 232; Un. Ex. 106. DMs report to and are directly supervised by one of the University's three housing officers, each of whom has responsibility for a certain geographical area of the campus, east, west, and south. Tr. 229, 335; Un. Ex. 101, 106; Univ. Ex. 10. Like RAs, SRAs, PMs, SPMs, and DWs, DMs have reporting obligations under the Clery Act and Illinois child abuse laws. Un. Ex. 106.

The University trains its DMs, but the training is much shorter and less substantial than that which the RAs, SRAs, PMs, and SPMs undergo, and comparable to that of the DWs. Shortly before the start of the fall semester, immediately prior to the arrival of the DWs, the DMs undergo one-on-one supervisory training, and thereafter, the DMs join the DWs in their two day training sessions on customer service and the use and operation of the front desk computer system. Tr. 227, 263, 338, 340, 373.

DMs attend monthly staff meetings with all DWs and all DMs assigned to their particular geographical area, east, west, or south, along with the housing officer for their areas. Tr. 268, 338-39, 374. During such meetings, the housing officer will make announcements, discuss operational changes, and seek feedback on issues and problems in the workplace. Tr. 268, 338-39, 374. DMs work closely with the DWs assigned to their residence halls. Tr. 231. Within their geographic areas, DMs have regular contact with RAs, SRAs, PMs, SPMs, DWs, and other DMs, but have little contact with student staff in the other two geographic areas. Tr. 231-32, 342, 351-52.

7. Senior Leadership Assistant (SLA) title

The University employs three persons in the Senior Leadership Assistant title. Tr. 233; Un. Ex. 101; Univ. Ex. 10. To be hired into the Senior Leadership Assistant (SLA) title, a student must be in good standing, with at least a 2.5 grade point average, to have worked for at least one year as an RA or PM, and to successfully have passed a criminal background check. Tr. 233-34; Un. Ex. 117. Each SLA works in one of three areas of concentration: leadership programs; selection and training; and academic and resident education; however, the University did not employ a selection and training SLA during the 2024-2025 academic year, as the incumbent took a graduate assistant position. Tr. 234, 239-40, 261; Un. Ex. 101; Univ. Ex. 10.

The SLA for leadership programs advises and guides two student organizations—Residence Hall Advisory Association, and National Residence Hall Honorary—to foster and develop leadership traits in the members of the

organizations. Tr. 235, 496; Un. Ex. 117. Each organization has an executive board with which the SLA works. Tr. 497. The amount of work the leadership-SLA performs depends on the activity of the two executive boards—if the boards are active and host a number of meetings and events, the leadership-SLA's role will be more of a coordinator, as opposed to less active boards, where the leadership-SLA's role will focus more on developing greater participation. Tr. 238. The leadership-SLA has a work area in the University's housing department. Tr. 238.

The SLA for selection and training is an administrative position and works directly for the University's assistant director for selection and training, in an office in the Courtyard residence hall. Tr. 236, 238-39; Un. Ex. 101; Univ. Ex. 10. The role of the selection and training-SLA is to work directly with the assistant director to market student staff positions for the next academic year, assist in recruiting and training of student staff, schedule interviews, and support team-building exercises during staff trainings. Tr. 236, 238-39, 496; Un. Ex. 117.

The SLA for academic and resident education works with the executive boards of affinity groups and LLCs to support and assist them with large scale events and marketing initiatives. Tr. 234-35, 494-95; Un. Ex. 117. In this role, the academic and resident education-SLA oversees three PMs and the executive board of each affinity group. Tr. 495. The academic and resident education-SLA lives in the east part of the campus, in the University's Academic and Residential Complex. Tr. 239.

On average, SLAs work approximately fifteen to twenty hours *per* week, establishing their schedules with their supervisors. Tr. 237-38. SLAs have no on call or front desk duties. Tr. 497. SLAs must live in a residence hall. Tr. 240-41, 497. The University compensates SLAs with free room and board, and a stipend in the range of \$3100. to \$3400. Tr. 241. Like RAs, SRAs, PMs, SPMs, DWs, and DMs, SLAs have reporting obligations under the Clery Act and Illinois child abuse laws. Un. Ex. 117.

At the beginning of August, each SLA undergoes training by his/her prospective supervisor. Tr. 236. Thereafter, the SLAs receive two-and-a-half to three weeks of training with the SRAs and SPMs. Tr. 237, 264-65.

SLAs attend weekly staff meetings with all PMs and SPMs to discuss and review academic programs and residence education. Tr. 266-68, 487-88. Due to the roles of the selection and training-SLA and the leadership-SLA, they have little contact with other student staff, other than those in their residence halls, however the academic and resident education-SLA has daily contact with SPMs and PMs throughout the University. Tr. 235-36, 240, 507.

8. Summer Staff Assistant (SSA) title

During the summer semesters only, the University employs between thirty-five and forty persons in the Summer Staff Assistant title. Tr. 283. To be hired into the Summer Staff Assistant (SSA) title, a person must be a student enrolled during the preceding spring semester or upcoming fall semester, in good standing, be available to

work twenty to forty hours *per* week during the summer months, and planning to live on campus the following fall semester. Tr. 381-82; Un. Ex. 108. SSAs only work from mid-May to mid-August and are assigned to those residence halls open during the summer semester. Tr. 281, 381; Un. Ex. 108. SSAs perform a combination of the duties of the RAs and the DWs—meaning they work at desks near the front entrances of the residence halls, where they assist students or others, serve as a security checkpoint, sort and hand out room keys to residents as they move in and out, assist in replacing lost keys, lend support to student residents on conflict management, respond to emergencies at all hours, and are the initial greeter/contact for student residents, visitors, and University workers and officials, when they enter residence halls. Tr. 269, 380-81, 472; Un. Ex. 108.

To be selected for one of the thirty-five to forty SSA positions each summer, candidates must interview, apparently sometime during the spring semester, with someone from the Residence Life Division of the University's Campus Housing Department. Tr. 282. The University scores and ranks each candidate it interviews, and the top thirty-five to forty are offered SSA positions. Tr. 282-83. A candidate who worked one summer may be rehired for the following summer if he/she interviews well and scores among the top thirty-five to forty candidates, but the same candidate, should he/she interview poorly, may not score high enough to be rehired. Tr. 282-83. The University offers no guarantee, promise, or assurance a candidate who worked one summer will be rehired for the following summer. Tr. 282-83, 401. However, the University hired one student as an SSA in summer 2023, through the process outlined above, and rehired him as an SSA for summer 2024, without the student having reapplied for the position. Tr. 401-02. The student was unsure why he was offered the position the second time without having applied for it. Tr. 401-02. Likewise, the University hired one student, during the spring semester, as an SLA for the upcoming fall semester and at the same time, hired her for the upcoming summer semester as an SSA. Tr. 472-73. Students whom the University hires to be SSAs may, in the preceding spring semester, have held positions as RAs, SRAs, PMs, SPMs, or DWs, or have held no positions whatsoever. Tr. 281. Similarly, students whom the University hires to be SSAs may, in the upcoming fall semester, hold positions as RAs, SRAs, PMs, SPMs, or DWs, or hold no positions whatsoever. Tr. 282.

At the outset of the summer semester, SSAs undergo three to four days of training—all the training desk workers are given, and a condensed version of the training resident assistants receive. Tr. 382. The University compensates SSAs with free room, pay at a rate of \$16.00 *per* hour worked, and an additional stipend for each night they serve on-call. Un. Ex. 108.

SSAs attend weekly staff meetings with the other SSAs in their geographical area of the campus, east, west, and south. Tr. 382. SSAs report to and are directly supervised by the University's housing officers and resident directors. Tr. 383; Un. Ex. 108. Like RAs, SRAs, PMs, SPMs, DWs, DMs, and SLAs, SSAs have reporting obligations under the Clery Act and Illinois child abuse laws. Un. Ex. 108.

Other Student Workers at the University

The University asserts the petitioned-for unit is inappropriate largely due to the exclusion of other student workers on campus, citing persons in the titles of Campus Housing Representative (CHR), Conference Technology Assistant (CTA), and Building Service Aide (BSA). The University's Campus Housing Department is divided into three divisions: the Residence Life Division, where persons in the eight petitioned-for titles—RA, SRA, PM, SPM, DW, DM, SLA, and SSA—are employed; the Administration Division, where the persons in the Campus Housing Representative title and the Conference Technology Assistant title are employed; and the Facilities Division, where persons in the Building Service Aide title are employed. Tr. 110-11; Un. Ex. 101; Univ. Ex. 10. Each of the three divisions is headed by a director. Tr. 110-11; Un. Ex. 101; Univ. Ex. 10. As indicated above, the Residence Life Division is responsible for providing various services to University students, from academic help to crisis management, linked to housing. Tr. 111. The Administration Division is responsible for budgeting, marketing, making housing assignments, vendor relations, and the student employment resource. Tr. 91. The Facilities Division is responsible for the physical upkeep and maintenance of student residence halls. Tr. 111, 301.

1. Campus Housing Representative (CHR) title

The University employs ten persons in the Campus Housing Representative title. Tr. 118-19; Un. Ex. 101; Univ. Ex. 10. To be hired into the Campus Housing Representative (CHR) title, a student must be in good standing, with at least a 2.5 grade point average. Univ. Ex. 19. CHRs coordinate and lead campus housing tours, recruitment events, and student housing orientation sessions, during which they communicate with prospective residents and their families, and provide them information about the University's housing services and options. Univ. Ex. 19. CHRs primarily work on the east side of the campus, in the Campus Housing Administration office in the Commons South residence hall, except when conducting residence hall tours. Tr. 118-19, 141.

CHR's work up to twenty hours *per* calendar week. Tr. 120, 155; Univ. Ex. 19. CHRs report to and are directly supervised by the central front office housing officer. Tr. 121; Un. Ex. 101; Univ. Ex. 10. To work as an CHR, CHRs must live in a residence hall. Tr. 121; Univ. Ex. 19. The University compensates CHRs with free room and at an hourly rate; they do not get a meal plan or a stipend. Tr. 149, 224; Univ. Ex. 19. Generally, CHRs' work hours are between 8:30 a.m. and 5:00 p.m., but special events may require CHRs to work beyond or outside those hours. Tr. 155-56.

The University trains CHRs when initially hired, on various topics, including customer service, telephone answering protocol, and general information about campus housing opportunities. Tr. 119, 150. Thereafter, on a monthly basis during staff meetings, CHRs undergo follow-up training. Tr. 151, 154. CHRs who return to work for a second academic year do not participate in the full initial year training, but undergo a shorter "refresher" course at the beginning of the fall semester. Tr. 154. Within their residence halls, as residents, CHRs have contact

with RAs, SRAs, PMs, SPMs, DWs, and DMs, and while working, they interact with student workers who, for whatever reason, visit the Campus Housing office. Tr. 122-23. Like RAs, SRAs, PMs, SPMs, DWs, DMs, SLAs, and SSAs, CHRs have reporting obligations under the Clery Act and Illinois child abuse laws. Univ. Ex. 19.

2. Conference Technology Assistant (CTA) title

The University employs three persons in the Conference Technology Assistant title. Tr. 129; Un. Ex. 101; Univ. Ex. 10. To be hired into the Conference Technology Assistant (CTA) title, a student must be in good standing, with at least a 2.5 grade point average. Univ. Ex. 20. CTAs respond to and prioritize information technology support calls, and troubleshoot and resolve computer hardware and software problems experienced by Campus Housing personnel and residents. Univ. Ex. 20. Because of the nature of their jobs, CTAs may work in any of the residence hall buildings operated by the University. Tr. 129-30.

CTAs work no more than 20 hours *per* calendar week. Tr. 131-32, 145-46; Univ. Ex. 20. CTAs schedule themselves to respond to and handle impromptu calls for service from residents or personnel having technological difficulties. Tr. 132-33, 143, 157; Univ. Ex. 20. The University trains CTAs when initially hired, on its information technology, customer service, and how to troubleshoot and resolve a variety of hardware and software issues. Tr. 131, 162. CTAs report to and are directly supervised by the assistant director for conference services and affiliate operations. Tr. 133; Un. Ex. 101; Univ. Ex. 10. To work as a CTA, CTAs must live in a residence hall. Tr. 134; Univ. Ex. 20. The University compensates CTAs with free room and pay at a rate of \$16.50 *per* hour worked; they do not get a meal plan or a stipend. Tr. 134; Univ. Ex. 20. There is no evidence CTAs have reporting obligations under the Clery Act or Illinois child abuse laws.

3. Building Service Aide (BSA) title

The University employs forty-five persons in the Building Service Aide title during the academic school year, the fall and spring semesters. Tr. 303, 306; Un. Ex. 101; Univ. Ex. 10. Between the spring and summer semesters, however, that number increases to approximately ninety, as the University needs to hire and train new personnel for the upcoming fall semester. Tr. 303. To be hired into the Building Service Aide (BSA) title, the applicant must be a fulltime degree-seeking student in good standing. Univ. Ex. 21. BSAs must be enrolled in the fall and spring semesters to hold their positions, but need not take any classes during the summer to work. Tr. 302-03, 313; *But see* Univ. Ex. 21 at p. 1. BSAs assist in the general upkeep and maintenance of the University's residence halls, except for the Academic and Residential Complex on the east side of campus, performing such tasks as vacuuming, dusting, and trash removal in the common areas. Tr. 302, 306-07, 316; Univ. Ex. 21. Additionally, during summer months, BSAs assist in the cleaning of vacated student rooms. Tr. 302, 309.

BSAs generally work between ten and twenty hours *per* calendar week during the fall and spring semesters, usually between the hours of 8:00 a.m. and 4:30 p.m., but not on weekends. Tr. 307, 312, 317; Univ. Ex. 21. BSAs

often work longer hours during the summer semester, and may even work weekends. Tr. 312. BSAs report to and are directly supervised by the building foremen and building services supervisors. Tr. 304, 309; Un. Ex. 101; Univ. Ex. 10. BSAs work with their supervisors to establish their weekly schedule. Tr. 307. The University compensates BSAs at a rate of \$16.20 *per* hour worked; they do not receive room and board, or a stipend. Tr. 310; Univ. Ex. 21. The University trains BSAs when initially hired, on various aspects of their duties. Tr. 321. Like RAs, SRAs, PMs, SPMs, DWs, DMs, SLAs, SSAs, and CHRs, BSAs have reporting obligations under the Clery Act and Illinois child abuse laws. Tr. 314; Univ. Ex. 21.

IV. DISCUSSION AND ANALYSIS

A. The Statutory Student issue

The Act, at Section 2(b), excludes "students" from its ambit. However, nowhere within the Act is the term defined. In Graduate Employees Organization, IFT-AFT, AFL-CIO/University of Illinois, Urbana-Champaign, 15 PERI ¶1049, 1998 WL 35395269 (IL ELRB 1998), faced with a petition to represent graduate assistants, teaching assistants, and research assistants, the Board attempted to define the term "student", as it disagreed with the definition devised by the administrative law judge, who concluded students were as all those who are enrolled in a school, college, or university. The Board found the administrative law judge's definition overbroad, but eventually determined the petitioned-for employees were students, failing to qualify as educational employees under the Act, because their employment was significantly connected to their status as students. The Board reasoned as follows: "[w]hen employment with the educational employer is a form of financial aid, there is a significant connection between that employment and the individual's status as a student which requires us to apply the 'student exclusion.'" The appellate court reversed the Board's decision, finding its test, the "significant connection test," apt, but wrongly applied, finding no difference between defining students as all those who are enrolled in a school, college, or university, and defining students as those receiving financial aid. Graduate Employees Organization, IFT/AFT, AFL-CIO v. Illinois Educational Labor Relations Bd., 315 Ill. App. 3d 278, 284-85, 733 N.E.2d 759, 764-65 (1st Dist. 2000). The court reasoned as follows:

[w]hen properly applied, the significant connection test reconciles the statutory policy of creating harmonious labor relations in education with the potential risk that collective bargaining could undermine student-teacher relationships. Bargaining over issues such as job security, discipline, or evaluations for positions that are peripheral to academic duties would not interfere with the educational relationship.

Since the appellate court's decision, the Board has not applied the "significant connection test."

Herein, the Union argues there is no academic aspect to the titles in the petitioned-for unit, no employee in the unit receives academic credit for their work, there is no classroom component to their work, and their work is not overseen or guided by faculty. The University counters the evidence demonstrates the work of the petitioned-

for employees is significantly connected to their status as students, as they obtain their positions through the University's career services office, making those jobs an extension of their educational experience, because "every minute that a student worker performs duties for the University is another opportunity to hone his or her leadership, communication and teamwork skills, which can be applied to their post-college employment career." However, the hurdle set out by the appellate court in its decision is whether the petitioned-for titles are peripheral to academic duties such that bargaining terms and conditions of employment will not interfere with the educational relationship. Plainly, the work of the petitioned-for titles convey or teach lessons which may be useful for many years to follow, but bargaining over pay or discipline has no conceivable connection to the educational relationship the students in those titles have with the University. To illustrate, assume desk workers have collective bargaining rights, come to an impasse in negotiations, and go on strike, the strike will not have any impact on the desk workers' studies or whether they graduate with their degrees. No threat to the educator/student relationship exists. Under the significant connection test, therefore, the petitioned-for employees would not be excluded from bargaining under Section 2(b) of the Act as students.

Yet, in 2004 in Public Act 93-1044, and again in 2019 in Public Act 101-0380, the legislature took action which ended up excluding from the definition of student, graduate students who are research assistants primarily performing duties involving research, graduate assistants primarily performing duties which are pre-professional, graduate students who are teaching assistants primarily performing duties involving the delivery and support of instruction, and any other graduate assistants. In other words, the legislature thereby permitted bargaining for positions closely tied to academic duties, seemingly unconcerned about the appellate court's apprehension over collective bargaining in positions central, rather than peripheral, to academic duties. Given these developments since the appellate court's decision in 2000, it would appear the administrative law judge who in 1997, defined "student" as all those who are enrolled in a school, college, or university, properly interpreted term, resulting in the employees petitioned-for herein being excluded from bargaining under Section 2(b), as the legislature has not created an exception for their inclusion.

B. The Short-Term Employee issue

Assuming the petitioned-for employees are not excluded from bargaining, the next issue presented is whether, as the University claims, the employees in the Summer Staff Assistant title are short-term employees under Section 2(q) of the Act, and are therefore excluded from the unit. Section 2(q) defines as follows a short-term employee:

an employee who is employed for less than 2 consecutive calendar quarters during a calendar year and who does not have a reasonable expectation that he or she will be rehired by the same employer for the same service in a subsequent calendar year.

Both parts of the definition must be met to exclude an employee as short-term, that is, employed for less than two consecutive quarters during a calendar year and lacks a reasonable assurance of rehiring. William Rainey Harper Community College 512 v. Harper College Adjunct Faculty Ass'n, IEA/NEA, 273 Ill. App. 3d 648, 653 N.E.2d 411 (4th Dist. 1995).

Herein, SSAs are clearly employed for less than two consecutive quarters, as they work from mid-May to mid-August, far short of the necessary six months, and thus, they meet the first part of the test. Harper, 273 Ill. App. 3d 648, 652, 653 N.E.2d 411, 414. SSAs also meet the second part, as they have no reasonable assurance of rehire. Assurance is more than an "expectation", as it "implies some affirmative act by the employer to demonstrate it intends to rehire an employee, like a contract or oral representation—[r]easonable assurance is not quite a guarantee, but almost." 273 Ill. App. 3d 648, 652, 653 N.E.2d 411, 415 (citations and quotation marks omitted). In this case, the evidence indicates the University scores and ranks each candidate it interviews, and the top thirty-five to forty are offered SSA positions. Likewise, a candidate who worked one summer may be rehired for the following summer if he/she interviews well and scores among the top thirty-five to forty candidates, but the same candidate, should he/she interview poorly, may not score high enough to be rehired. There was no evidence the University offers any guarantee, promise, or assurance a candidate who worked one summer will be rehired for the following summer. Although there was evidence the University offered one student an SSA position a second time without him having applied for it, and the University hired one student, during the spring semester, seemingly for both an SLA position in the upcoming fall semester and an SSA position for the upcoming summer semester, these irregularities are insufficient to demonstrate evidence of assurance. Id. Accordingly, the employees in the Summer Staff Assistant title are short-term employees under Section 2(q) of the Act, and are therefore excluded from the unit.

C. The Appropriate Unit issue

Assuming the petitioned-for employees are not excluded from bargaining, the next issue presented is whether, as the University claims, the petitioned-for unit is underinclusive, failing to include other student employees holding similar jobs on campus. Section 7(a) of the Act provides the following with regard to determining whether a petitioned-for unit is appropriate:

In determining the appropriateness of a unit, the Board shall decide in each case, in order to ensure employees the fullest freedom in exercising the rights guaranteed by this Act, the unit appropriate for the purpose of collective bargaining, based upon but not limited to such factors 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.

Herein, the University asserts the proposed bargaining unit is inappropriate because it fails to include the other student staff employed in University's Campus Housing Department, the CHRs, CTAs, and BSAs, and the more than 3,500 student staff employed in other departments throughout the University.

The Act considers several factors in determining whether the unit sought is appropriate. The "employee skills and functions, degree of functional integration, interchangeability and contact among employees" factor generally favors the petitioned-for unit. Desk managers move to that position after being desk workers. Senior resident assistants perform the same work as the residence assistants, with the exception of the mentorship role they fill for the RAs. Peer mentors and senior peer mentor engage in academic outreach to assist student residents to overcome academic challenges and aid in their well-being. All of the employees in the petitioned for titles work serving students and building community within the residence halls, and all have some degree of contact among them. Within each residence hall, on a daily basis, RAs SRAs, DWs, DMs, PMs, and SPMs have contact. All DWs and DMs assigned to their particular geographical area of campus have contact at weekly meetings. SRAs, SPMs, DMs, and SLAs are part of the Student Staff Advisory Board, which meets monthly with Birch, the division director. DMs and DWs train together at the start of the fall and spring semesters. SLAs attend weekly staff meetings with all PMs and SPMs.

The "common supervision, wages, hours and other working conditions" factor is mixed, but overall favors the petitioned-for unit. All of the employees in the petitioned-for titles ultimately report to Birch, the division director. The University compensates all of the employees in the petitioned for titles with some combination of an hourly wage between \$15.00 and \$16.20 *per* hour worked, free room, free meal plan, and/or a stipend. All of the employees in the petitioned for titles likewise work somewhere between ten and twenty hours *per* week.

The "historical pattern of recognition" factor is indeterminate, as none of the petitioned-for titles are represented, or have been represented, for purposes of collective bargaining. The "desires of the employees" factor tends to favor the unit proposed by the Union, as there is evidence of employee support for it.

It would not cause the petitioned-for unit to become inappropriate, if as the University urges, the campus housing representatives, conference technology assistants, and building service aides were included as well. Likewise, it may be appropriate for many or most of the other 3,500-plus student staff employed in other departments besides Campus Housing to be in the instant unit. However, the Act does not mandate a petitioned-for unit be the most appropriate unit, only that it be an appropriate unit. Sandburg Faculty Association, IEA-NEA v. Illinois Educational Labor Relations Board, 248 Ill. App. 3d 1028, 1036, 618 N.E.2d 989, 995, 144 LRRM 2543 (1st Dist. 1993). Based on consideration of the 7(a) factors above, the unit as petitioned for by the Union, with the exception of the Summer Staff Assistant title, is therefore appropriate for purposes of collective bargaining

V. CONCLUSIONS OF LAW

Under the significant connection test, the petitioned-for employees would not be excluded from bargaining under Section 2(b) of the Act as students, however, legislative actions in 2004 and 2019 strongly indicate without an express exception, "student" must be given its ordinary meaning, resulting in the employees in the petitioned-for titles being excluded from the ambit of the Act. Assuming the petitioned-for employees are not excluded from bargaining, the employees in the Summer Staff Assistant title are short-term employees under Section 2(q) of the Act, and are therefore excluded from the unit. Assuming the petitioned-for employees are not excluded from bargaining, the unit as petitioned for herein by the Union, is appropriate for purposes of collective bargaining, within the meaning of Section 7(a) of the Act.

VI. ORDER

In light of the above findings and conclusions, the petition filed in the above-captioned case is hereby dismissed in its entirety.

VII. EXCEPTIONS

In accordance with Section 1110.105(k)(2) of the Board's Rules, parties may file written exceptions to this Recommended Decision and Order together with briefs in support of those exceptions, not later than seven (7) days after receipt hereof. Parties may file responses to exceptions and briefs in support of the responses not later than seven (7) days after receipt of the exceptions and briefs in support thereof. 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, exceptions and responses 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 1100.20 of the Rules, concerning service of exceptions. If no exceptions have been filed within the seven (7) day period, the parties will be deemed to have waived their exceptions.

Issued in Chicago, Illinois, this 30th day of June, 2025.

**STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD**

John F. Brosnan

**John F. Brosnan
Administrative Law Judge**