

STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD

Toni Holmes-Goodwin,)	
)	
Charging Party)	
)	
and)	Case No. 2025-CA-0059-C
)	
Bloom Township High School District)	
206,)	
)	
Respondent)	

OPINION AND ORDER

I. Statement of the Case

On March 11, 2025, Toni Holmes-Goodwin (Holmes-Goodwin or Charging Party) filed a charge with the Illinois Educational Labor Relations Board (Board or IELRB) in the above-captioned matter alleging that Bloom Township High School District 206 (District or Respondent) committed unfair labor practices within the meaning of Section 14(a) of the Illinois Educational Labor Relations Act (Act or IELRA), 115 ILCS 5/1, *et seq.* Following an investigation, the Board’s Executive Director issued a Recommended Decision and Order (EDRDO) on December 29, 2025, dismissing the charge.

On January 15, 2026,¹ Holmes-Goodwin sent an email to the Board’s general email address entitled “Notice of Erroneous Filing and Forthcoming Corrected Exception and Response”.² Therein, she stated that she received the EDRDO on December 29, 2025, and that her exceptions were due fourteen days later, which by her calculation was January 16. She explained she had inadvertently submitted an incorrect version of her exceptions on January 12 that should not be relied upon and that a corrected and complete version would follow later that day.

¹ All events occur in 2026, unless otherwise indicated.

² Respondent’s attorney was cc’d on the email.

Despite this, Board staff could not locate anything from Holmes-Goodwin having been received on January 12. On January 16, she filed her exceptions and response. The District filed a response on January 29. Holmes-Goodwin followed with a rebuttal brief on February 13. On March 20, Holmes-Goodwin filed an Emergency Motion for Interim Relief and Reinstatement.

II. Factual Background

We adopt the facts set forth in the underlying EDRDO.³ Because the EDRDO comprehensively sets forth the factual background of the case, we will not repeat the facts herein except as necessary to assist the reader.

III. Discussion

The EDRDO was served on Holmes-Goodwin via email before 5:00 p.m. on December 29, 2025. Exceptions to an EDRDO must be filed no later than 14 days after service of the EDRDO. 80 Ill. Adm. Code 1120.30(c). Holmes-Goodwin's exceptions needed to be filed by 5:00 p.m. on January 12 in order to be timely. Despite her claim that she filed exceptions on that date, albeit by accident, the Board has no record that it received anything from Holmes-Goodwin on January 12. Other than her bare assertion, she provided no documentation that she had submitted any documents to the Board before the exceptions period expired.

The Appellate Court has found that a charging party waives its right to contest a recommended decision and order by failing to file timely exceptions to that recommended decision and order. *Pierce v. IELRB*, 334 Ill. App. 3d 25, 777 N.E.2d 570 (1st Dist. 2002); *Board*

³ Bloom Education Support Professionals Association, IEA-NEA's (Union) president is referred to as both Martinez and Rodriguez in the EDRDO. The Union noted in its response to exceptions in Holmes-Goodwin's companion charge against the Union that its president's surname is Martinez, not Rodriguez. Holmes-Goodwin refers to the Union president as Martinez throughout her charge and exceptions. Accordingly, all mentions of Rodriguez in the EDRDO refer to Martinez.

of Education of the City of Chicago v. IELRB, 289 Ill. App. 3d 1019, 682 N.E.2d 398 (1st Dist. 1997). In accordance with the Appellate Court, the Board routinely strikes untimely exceptions. *Rochester Community Sch. Dist. No. 3A*, 35 PERI 7, Case No. 2017-CA-0059-C (IELRB Opinion and Order, June 19, 2018); *Proviso Township High Sch. Dist. #209*, 34 PERI 64, Case No. 2017-CA-0065-C (IELRB Opinion and Order, September 15, 2017); *Peoria School District 150*, 23 PERI 46, Case Nos. 2006-CA-0006-S, 2006-CA-0008-S, 2006-CA-0032-S (IELRB Opinion and Order, April 19, 2007). Holmes-Goodwin's claim that her exceptions were not due until January 16 was incorrect. She acknowledged in her correspondence that she received the EDRDO on December 29, 2025, and that her exceptions were due fourteen days later. It is unclear whether she miscalculated the time period or mistakenly believed the timeline did not start to run until several days after she received the EDRDO. Either way, Holmes-Goodwin's exceptions, filed four days after their due date, are untimely. Accordingly, we strike Holmes-Goodwin's exceptions as untimely filed.

Even if Holmes-Goodwin submitted a timely but incorrect version of her exceptions on January 12, there is no provision in the Act or the Rules that allows parties to submit corrected or supplemental exceptions. She did not seek leave to file a corrected version of her exceptions and her email declaring her intent did not give her permission to do so. The same is true for her rebuttal brief. The IELRB's Rules provide for exceptions, briefs supporting those exceptions, and responses to the exceptions. The Rules do not provide for a reply to a response to exceptions. 80 Ill. Adm. Code 1120.30(c). It is not the IELRB's practice to allow parties to file briefs in addition to those for which the Rules provide. In *East Maine School District 63*, 13 PERI 1041, Case No. 94-CA-0024-C (IELRB, February 27, 1997), the IELRB denied a party's motion to file a reply for these reasons. Similarly, we strike Holmes-Goodwin's February 13 rebuttal brief.

Assuming, *arguendo*, that Holmes-Goodwin's exceptions were timely, nothing therein warrants overturning the dismissal of her charge. Her exceptions do not address her 14(a) claim in her charge against the District. Instead, they refer to the 14(b) charge that she filed against the Union. Her title or position is part of a bargaining unit of the District's employees represented for purposes of collective bargaining by the Union. She is not a member of the Union. Her charge in this case alleges that the District violated the Act by allowing the Union to commit various acts in retaliation for her refusal to join.

Section 14(a)(1) of the Act prohibits educational employers and their agents from interfering with, restraining, or coercing educational employees in the exercise of their rights under the Act. However, improper motive must be shown in Section 14(a)(1) cases involving adverse employment action because of protected activity. *Neponset Community Unit School District No. 307*, 13 PERI 1089, Case No. 96-CA-0028-C (IELRB Opinion and Order, July 1, 1997). In order for a complaint to issue in those cases, a charging party, Holmes-Goodwin in this case, must make some showing that they engaged in protected concerted activity, that the employer knew of the protected concerted activity, and that the employer took adverse employment action against them that was motivated by the protected concerted activity. *Id.* In Section 14(a)(1) cases involving employer conduct such as threats, interrogation, and surveillance, the IELRB applies an objective test. *Id.* Under the objective test, the Board evaluates whether the employer's conduct would reasonably have had the effect of coercing, restraining, or interfering with the exercise of protected rights. *Peoria School District No. 150 v. IELRB*, 318 Ill. App. 3d 144, 741 N.E.2d 690 (4th Dist. 2000); *Hardin County Education Association, IEA-NEA v. IELRB*, 174 Ill. App. 3d 168, 528 N.E.2d 737 (4th Dist. 1988). There is no requirement of proof that the employees were actually coerced or that the employer intended to coerce the employees. *Southern*

Illinois University, 5 PERI 1077, Case No. 86-CA-0018-S (IELRB Opinion and Order, April 4, 1989).

Holmes-Goodwin engaged in protected activity by her refusal to join the Union. Taking Holmes-Goodwin's assertion as true that the District is aware of that activity, there is no evidence that the District took adverse action against her that was motivated by her protected activity. Thus, her assertions do not warrant that a complaint issue alleging a violation of Section 14(a)(1) under the *Neponset* test. They likewise fail under the objective test because Holmes-Goodwin claims threats were made against her by the Union, not by the District.

By her Emergency Motion for Interim Relief and Reinstatement, Holmes-Goodwin seeks immediate reinstatement and indicates that her employment was terminated effective March 16. Section 16(d) of the Act provides that, upon issuance of an unfair labor practice complaint, the IELRB may petition the circuit court for appropriate temporary relief or a restraining order. Here, the Executive Director recommended dismissing the charge rather than issuing a complaint. As discussed above, we agree with his recommendation. Because Holmes-Goodwin has not satisfied even this statutory prerequisite, her motion is denied.

IV. Order

For the reasons discussed above, IT IS HEREBY ORDERED that (1) Holmes-Goodwin's exceptions and reply brief are stricken; (2) the Executive Director's Recommended Decision and Order is affirmed; and (3) the Emergency Motion for Interim Relief and Reinstatement is denied.

V. Right to Appeal

This is a final order of the Illinois Educational Labor Relations Board. Aggrieved parties may seek judicial review of this Order in accordance with the provisions of the Administrative Review

Law, except that, pursuant to Section 16(a) of the Act, such review must be taken directly to the Appellate Court of the judicial district in which the IELRB maintains an office (Chicago or Springfield). Petitions for review of this Order must be filed within 35 days from the date that the Order issued, which is set forth below. 115 ILCS 5/16(a). The IELRB does not have a rule requiring any motion or request for reconsideration.

Decided: **April 15, 2026**

Issued: **April 15, 2026**

/s/ Lara D. Shayne

Lara D. Shayne, Chairman

/s/ Steve Grossman

Steve Grossman, Member

/s/ Chad D. Hays

Chad D. Hays, Member

/s/ Michelle Ishmael

Michelle Ishmael, Member

Illinois Educational Labor Relations Board
160 North LaSalle Street, Suite N-400, Chicago, Illinois 60601 Tel. 312.793.3170
4500 S 6th Street Frontage Rd E, Springfield, IL 62703 Tel. 217.782.9068
elrb.mail@illinois.gov

**STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD**

Toni Holmes-Goodwin,)	
)	
Charging Party,)	
)	
and)	Case No. 2025-CA-0059-C
)	
Bloom Township High School District 206,)	
)	
Respondent.)	

EXECUTIVE DIRECTOR’S RECOMMENDED DECISION AND ORDER

I. THE UNFAIR LABOR PRACTICE CHARGE

On March 11, 2025, Charging Party Toni Holmes-Goodwin filed an unfair labor practice charge with the Illinois Educational Labor Relations Board (IELRB or Board) in the above-captioned case, alleging that Respondent, Bloom Township High School District 206, violated Section 14(a) of the Illinois Educational Labor Relations Act, 115 ILCS 5/1, *et seq.*, (2012), as amended¹. After an investigation conducted in accordance with Section 15 of the Act, the Executive Director issues this dismissal for the reasons set forth below.

II. INVESTIGATORY FACTS

A. Jurisdictional Facts

At all times material, Bloom Township High School District 206 (District) is an educational employer within the meaning of Section 2(a) of the Act. Bloom Toni Holmes-Goodwin (Goodwin) is an educational employee within the meaning of Section 2(b) of the Act, employed by the District in the job title or classification of Secretary to the Assistant Principal for Student Services at Bloom High School. Bloom Education Support Professionals Association, IEA-NEA (Union) is a labor organization within the meaning of Section 2(c) of the Act, and the exclusive representative within the meaning of Section 2(d) of the Act of a bargaining unit comprised of certain of the District's employees, including the job title in which Goodwin is employed.

B. Facts Relevant to the Unfair Labor Practice Charge

Goodwin’s charge alleges that the District has allowed various acts of bullying, intimidation, manipulation, and harassment against Goodwin, apparently in retaliation for her refusal to join the Union. In October and November 2024, Goodwin brought complaints to the District alleging workplace bullying, harassment, and intimidation from Union President Patty

¹ The Charging Party in this charge has also filed a companion case against her Union, Bloom Education Support Professionals, IEA-NEA, IELRB Case No. 2025-CB-0016-C, making essentially the same allegations. That charge was dismissed contemporaneously with this one.

Martinez, concerning a dispute over the submission of timesheets from when Goodwin worked in a previous, non-Union position, and repeated enquiries from Emily Bobbe, the Union Secretary, about whether she intended to join the Union. On November 7, Goodwin and Martinez met to discuss Goodwin's allegations. At the conclusion of that meeting, Goodwin and Rodriguez appeared to agree to go forward productively.

The next week, Goodwin submitted two emails that she included with her charge. The first, dated November 14, 2024, is a "cease and desist" letter describing what Goodwin describes as a hostile work environment, including an allegation that Union members were tampering with her work. The second, which was not dated but appears to have been sent that same day, describes a conversation she had with a Union member, and describes tension in the workplace that Goodwin attributes to her refusal to join the Union. Dr. Jerry Lee Anderson, the Principal of Bloom High School, met with Bobbe to discuss Goodwin's allegations. Although the District did not find any evidence of wrongdoing, Anderson set expectations with Bobbe about her communications with Goodwin, including that Bobbe would not discuss the Union with Goodwin and that he be included on all communications between Bobbe and Goodwin going forward.

Since this meeting, Goodwin has continued to accuse the Union and its leadership of various forms of wrongdoing, including tampering with items in her office, removing items from her office, and planting recording devices. The District has not substantiated any of her claims. No Union member has been disciplined because of the concerns raised by Goodwin, nor has Goodwin faced any adverse action for any reason, including any reason arising out of the conduct that she alleges was engaged in by the Union.

III. THE PARTIES' POSITIONS

Herein, Goodwin alleges that the District's conduct violated Section 14(a) of the Act, though she did not specify a specific provision that she believes was violated. The District denies that the complained-of conduct violates the Act.

IV. DISCUSSION

For a complaint to issue, Goodwin must demonstrate that sufficient evidence exists to support a finding that the Act was violated, presuming that evidence is not rebutted at hearing. Lake Zurich, 1 PERI 1031 (IELRB Opinion and Order, November 30, 1984). Goodwin does not allege a specific provision of Section 14(a) of the Act that she believes was violated, but the facts of her charge most closely allege a violation of Section 14(a)(1). Section 14(a)(1) of the Act prohibits educational employers from interfering, restraining, or coercing employees in the exercise of rights guaranteed by Section 3 of the Act. 115 ILCS 5/14(a)(1) (2022). Section 3 protects the right to organize, form, join, or assist in employee organizations, to engage in lawful

concerted activities for the purposes of collective bargaining or other mutual aid or benefit, or to refrain from participating in any such activity. 115 ILCS 5/3 (2019).

In order to demonstrate that Section 14(a)(1) was violated, Goodwin must demonstrate that she was engaged in conduct protected by Section 3 of the Act, that her employer was aware of her activity, and that adverse action was taken against her because of her protected activity. Goodwin's refusal to join the Union is protected by Section 3 of the Act. The employer was no doubt aware of her activity because she complained on multiple occasions about conduct by the Union that she perceived to be intended to coerce her to join the Union. However, Goodwin's charge fails because there is no evidence of adverse action taken against her, and no evidence that, even if such adverse action did occur, that any action taken was prompted by her refusal to join the Union.

An adverse action is a decision that significantly alters the terms and conditions of employment. Robinson v. Village of Oak Park, 2013 IL App (1st) 121220 at ¶ 41, 990 N.E. 2d 251, 262, *citing* Stutler v. Illinois Dept. of Corrections, 263 F. 3d 214, 217 (7th Cir. 2001). In this case, Goodwin has provided no evidence that the District took any action that significantly altered the terms and conditions of her employment, or any evidence that any such action could have been motivated by her refusal to join the Union. There is, therefore, no issue of law or fact upon which a complaint for hearing may issue.

V. ORDER

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

VI. RIGHT TO EXCEPTIONS

In accordance with Section 1120.30(c) of the Board's Rules and Regulations (Rules), Ill. Admin. Code tit. 80, §§1100-1135, parties may file written exceptions to this Recommended Decision and Order together with briefs in support of those exceptions, not later than 14 days after service hereof. Parties may file responses to exceptions and briefs in support of the responses not later than 14 days after service of the exceptions. Exceptions and responses must be filed, if at all, with the Board's General Counsel, 160 North LaSalle Street, Suite N-400, Chicago, Illinois 60601-3103. Pursuant to Section 1100.20(e) of the Rules, the exceptions sent to the Board must contain a certificate of service, that is, "**a written statement, signed by the party effecting service, detailing the name of the party served and the date and manner of service.**" If any party fails to send a copy of its exceptions to the other party or parties to the case, or fails to include a certificate of service, that party's appeal will not be considered, and that party's appeal rights with the Board will immediately end. See Sections 1100.20 and 1120.30(c) of the Rules, concerning service of exceptions. If no exceptions have been filed within the 14 day

period, the parties will be deemed to have waived their exceptions, and unless the Board decides on its own motion to review this matter, this Recommended Decision and Order will become final and binding on the parties.

Issued in Chicago, Illinois, this 29th day of December 2025.

**STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD**

**Victor E. Blackwell
Executive Director**

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