STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD

Lake County Federation of Teachers, Local 504, IFT-AFT, Waukegan Teachers Council,	)	
Charging Party	)	
and	)	Case No. 2025-CA-0067-C
Waukegan Community Unit School District No. 60,	)	
Respondent	)	

OPINION AND ORDER

I. Statement of the Case

On April 10, 2025, Lake County Federation of Teachers, Local 504, IFT-AFT, AFL-CIO (Charging Party or Union) filed a charge with the Illinois Educational Labor Relations Board (IELRB or Board) alleging that Waukegan Community Unit School District No. 60 (Respondent or Employer or District) 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 IELRB's Executive Director issued a Recommended Decision and Order (EDRDO) dismissing the portion of the charge asserting that the District violated Section 14(a)(5) of the Act.[1] The Union filed timely exceptions to the EDRDO and the District filed a timely response to the exceptions.[2]

II. Factual Background

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

[1] A Complaint and Notice of Hearing (Complaint) issued alleging that the District violated Sections 14(a)(1) and 14(a)(3).

[2] The Union requested and was granted an extension of time to file its exceptions.

III. Discussion

The District argues in its response to the Union's exceptions that we should strike the exceptions because the Union filed a brief setting forth its arguments as to why we should overturn the EDRDO instead of filing specific exceptions *and* a supporting brief. In support of this, the District cites the part of the Administrative Code that is the Illinois Labor Relations Board's Rules and Regulations. It quotes language that does not match in the corresponding cite or this Board's rule regarding exceptions to an EDRDO. The District relies on an unpublished Illinois Appellate Court order from 2004 citing a since-repealed IELRB rule requiring exceptions to an Administrative Law Judge's Recommended Decision and Order to specify each finding of fact and conclusion of law to which exception is taken. The IELRB's rule applicable to the exceptions in this matter provides:

> The charging party may file exceptions to the Executive Director's dismissal of the charge and briefs in support of those exceptions. Exceptions must be filed with the Board no later than 14 days after service of the notice of dismissal. Copies of all exceptions and supporting briefs shall be served upon all other parties and a certificate of service shall be attached.
> 80 Ill. Adm. Code 1120.30(c)

It is true that the Union's exceptions were filed later than 14 days after service of the EDRDO. However, that is because the Union was granted an unopposed extension of time by the Board's General Counsel prior to the expiration of the 14-day time period. The exceptions were filed by the new due date, served on the District's representative, and accompanied by a certificate of service. The Union's exceptions complied with this Board's requirements for exceptions to an EDRDO. For that reason, we decline the District's request to strike the Union's exceptions.

The charge included an allegation that the District violated Sections 14(a)(1) and 14(a)(5) of the Act by "undermining the Union's power to defend [bargaining unit member] Bittner against these illegal activities and by instructing the Union President that he could not communicate directly with members of the School Board in this case." The Union submitted an email from the District's General Counsel to its President stating:

> I am the Board's lead on any Union communications/negotiations with regard to Katie Bittner. As such, your communications need to go through me and you should not be direct dealing with the Board. Doing so would be an unfair labor practice, see Section 14(a)(5) and (b)(3),[3] and also is a violation of the [collective bargaining agreement's] grievance procedures wherein matters do not reach the Board until Step 3.

The Union argues in its exceptions that the EDRDO should be overturned because the Executive Director erred in dismissing its 14(a)(5) allegation and because the Executive Director failed to consider whether the District's attorney's conduct was an independent violation of Section 14(a)(1).

Section 14(a)(5) of the Act prohibits educational employers from "[r]efusing to bargain collectively in good faith with an employee representative." An educational employer violates Section 14(a)(5) of the Act when it unilaterally changes the status quo involving a mandatory subject of bargaining. *Vienna Sch. Dist. No. 55 v. IELRB*, 162 Ill. App. 3d 503, 515 N.E.2d 476 (4th Dist. 1987). In *Central City Educ. Ass'n v. IELRB*, 174 Ill. Dec. 808, 599 N.E.2d 892 (1992), the court set forth a three-part test to determine whether a matter is a mandatory subject of bargaining. The first question is whether the matter is one of wages, hours, and terms or conditions of employment. *Id.* "A term or condition of employment is something provided by an employer which intimately and directly affects the work and welfare of the employees….". *Vienna*, 162 Ill. App. 3d at 507, 515 N.E.2d at 479. If the answer to that question is no, the inquiry ends and the employer is under no duty to bargain. *Central City*, 174 Ill. Dec. 808, 599 N.E.2d 892. If the answer to the first question is yes, then the second question is whether the matter is also one of inherent managerial authority. *Id.* If the answer to the second question is no, the analysis stops and the matter is a mandatory subject of bargaining. *Id.* If the answer is yes, the IELRB should balance the benefits that bargaining will have on the decision-making process with the burdens that bargaining imposes on the employer's authority. *Id.*

[3] Section 14(b)(3) of the Act makes it an unfair labor practice for a union to refuse to bargain collectively in good faith with an employer.

In this case, the Union argues that the District imposed a unilateral change in violation of Section 14(a)(5) when its General Counsel told the Union President that she was the primary point of contact for labor matters and that any communication regarding bargaining unit member Bittner must be directed toward her. The District's designation of its spokesperson falls within its inherent managerial policy over which it is not required to bargain. Even if it was not an inherent managerial policy, the direction to communicate with the District's General Counsel does not affect wages, hours, and terms and conditions of employment and is therefore not a mandatory subject of bargaining. It is true that the subject matter of the Union's communication with the District's General Counsel is likely to involve employee wages, hours, and terms or conditions of employment. But the District's designation of a specific person to whom the Union should contact about those matters does not. Accordingly, we find that the Executive Director correctly dismissed the Union's 14(a)(5) allegation.

Next, we consider the Union's contention that the Complaint should be amended to include an allegation that the District General Counsel's email to the Union President was an independent violation of Section 14(a)(1). Where an alleged violation of Section 14(a)(1) is based on the same conduct as an alleged Section 14(a)(3) violation, Section 14(a)(1) is a derivative violation. When the same conduct is alleged to violate both sections, the applicable test is the one used in Section 14(a)(3) cases requiring proof of improper motivation on the employer's part. *Bloom Township High School District 206 v. IELRB*, 312 Ill. App. 3d 943, 728 N.E.2d 612, 623-624; *Neponset CUSD No. 307*, 13 PERI 1089, Case No. 96-CA-0028-C (IELRB Opinion and Order, July 1, 1997). That is not the case here, because the misconduct the Union argues should have been included in the Complaint as an independent 14(a)(1) is not the same conduct already alleged in the Complaint. The Complaint involves bargaining unit member Bittner's suspension and notice of remedy. This is different from the conduct the Union claims the Executive Director failed to consider in the EDRDO, the District General Counsel's email to the Union President. In analyzing conduct alleged as a 14(a)(1) violation without adverse action, such as threats by an employer, the IELRB applies an objective test. *Neponset*, 13 PERI 1089. Under this

test, it must be evaluated whether the employer's conduct would reasonably have had the effect of coercing, restraining, or interfering with the exercise of protected rights and there is no requirement of proof that the employees were actually coerced or that the employer intended to coerce the employees. *Peoria School District No. 150 v. IELRB*, 318 III. 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); *Southern Illinois University*, 5 PERI 1077, Case No. 86-CA-0018-S (IELRB Opinion and Order, April 4, 1989).

There is nothing in the record to indicate that the Complaint should be amended to include an allegation that the statements made by the District General Counsel in her email to the Union President violated Section 14(a)(1). The Union provided no evidence during the investigation that by designating its General Counsel, rather than the individual School Board members, as its lead negotiator, the District prevented the Union, or any educational employee, from exercising rights under the Act. The email was a communication made in the course of the parties' collective bargaining relationship. It did not contain threats of reprisal. On its face it appears to be an attempt by an attorney to avoid unfair labor practices, on the Union's part, under Section 14(b)(3) and on the District's end under Section 14(a)(5), and keep the parties from violating the grievance procedure.

Nothing in the record raises an issue of fact or law for hearing under either 14(a)(5) or, independently, 14(a)(1) of the Act.

IV. Order

For the reasons discussed above, IT IS HEREBY ORDERED (1) that the Executive Director's Recommended Decision and Order dismissing the portion of the unfair labor practice charge alleging a violation of Section 14(a)(5) is affirmed; and (2) that the portion of the charge alleging that the District General Counsel's email to the Union President was an independent violation of Section 14(a)(1) is dismissed.

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: **January 7, 2026**
Issued: **January 7, 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

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EXECUTIVE DIRECTOR'S RECOMMENDED DECISION AND ORDER

I. THE UNFAIR LABOR PRACTICE CHARGE

On April 10, 2025, Lake County Federation of Teachers, Local 504, Waukegan Teachers Council filed an unfair labor practice charge with the Illinois Educational Labor Relations Board (IELRB or Board) in the above-captioned case, alleging that Respondent Waukegan Community Unit School District No. 60 violated Section 14(a) of the Illinois Educational Labor Relations Act (Act), 115 ILCS 5/1, *et seq*. After an investigation conducted in accordance with Section 15 of the Act, the Executive Director issues this dismissal for the reasons set forth below.[1]

II. FACTS

a. Jurisdictional Facts

Waukegan Community Unit School District No. 60 (District) is an educational employer within the meaning of Section 2(a) of the Act. 115 ILCS 5/2(a). Lake County Federation of Teachers, Local 504, Waukegan Teachers Council (Union) is a labor organization within the meaning of Section 2(c) of the Act. 115 ILCS 5/2(c). The Union is the exclusive representative within the meaning of Section 2(d) of the Act of a bargaining unit made up of regular full-time and part-time teachers and related service providers employed by the District. 115 ILCS 5/2(d). Kathleen Bittner (Bittner) is an educational employee within

[1] A Complaint and Notice of Hearing was issued on other allegations contained in the charge.

the meaning of Section 2(b) of the Act. 115 ILCS 5/2(b). Andrew Friedlieb (Friedlieb) is an educational employee within the meaning of Section 2(b) of the Act. *Id.*

b. Facts Relevant to the Unfair Labor Practice Charge

At all times material, the District employed Friedlieb as a teacher. At all times material, Friedlieb was the president of the Union. At all times material, the District employed Bittner as an Individualized Educational Plan Move-In Facilitator. At all times material, Bittner was a member of the bargaining unit represented by the Union. At all times material, the District employed Dr. Gregory Bublitz (Bublitz) as its Director of Diverse Learners. At all times material, the District employed Kathyrn Vander Broek (Vander Broek) as its general counsel. At all times material, Vander Broek was an agent of the District and authorized to act on its behalf.

Following his hiring in 2019, Bublitzi initiated the Diverse Learners Inclusion Plan (DLIP) in response to a State Superintendent report. Teachers within the Diverse Leaners program, including Bittner, objected to the implementation of and various elements of the DLIP. These objections, frequently led by Bittner, resulted in friction between staff and administrators. The disagreements continued throughout the events underlying this charge.

On March 12, 2024, Bublitz filed a complaint with the District, alleging that Bittner, another teacher, and two members of the District's School Board engaged in harassment, defamation, intimidation, retaliation, and discrimination against him. The District engaged outside counsel to investigate his allegations. In October, the investigation determined that Bublitz's complaint was unfounded; however, it found that Bittner violated certain District policies. The District recommended that the School Board issue a Notice of Remedy and suspension for Bittner.

In advance of a November meeting when the School Board intended to vote on Bittner's discipline, Friedlieb sent an email to members of the School Board asserting the Union's objection to the conduct of and the results of the investigation. The School Board removed the matter from its agenda. Following discussions with administrators regarding the discipline, Friedlieb notified them that he intended to contact the School Board again. Vander Broek informed him that she was the primary point of contact for labor

matters and that any communication regarding the discipline must be directed to her. She stated that any further direct communication with the School Board would result in the filing of an unfair labor practice charge against the Union. Friedlieb did not contact the School Board directly after receiving this message.

III. THE POSITIONS OF THE PARTIES

The Union argues that the District, through Vander Broek, violated Section 14(a)(5) and, derivatively, (1), when it initiated a unilateral change to a mandatory subject of bargaining without notice or an opportunity to bargain. The District denies that it violated the Act.

IV. DISCUSSION AND ANALYSIS

a. Standard for a Complaint

Before an unfair labor practice complaint can issue, the Board must "decide whether its investigation of the charge establishes a prima facie issue of law or fact sufficient to warrant a hearing of the charge." *Lake Zurich School District No. 95*, 1 PERI 1031, Case No. 1984-CA-0003 (IELRB Opinion and Order, November 30, 1984). For a complaint to issue, "the investigation must disclose adequate credible statements, facts, or documents which, if substantiated and not rebutted in a hearing would constitute sufficient evidence to support a finding of a violation of the Act." *Id.*

As set forth in *Brown County Community Unit School District No. 1*, 2 PERI 1096, Case No. 1985-CA-0057-S (IELRB Opinion and Order, July 31, 1986), the *Lake Zurich* standard for a complaint requires an assessment of all of the evidence presented during the investigation. *Id.* The charging party must establish a *prima facie* violation, but the investigator must also review the respondent's evidence. *Id.* If that evidence shows that the charging party's facts are erroneous or does not rebut the respondent's evidence, no complaint should issue, because a *prima facie* case is no longer stated. *Id.*

b. Section 14(a)(5) and (1) Violation

Section 14(a)(5) of the Act prohibits an educational employer from "refusing to bargain collectively in good faith with an employee representative which is the exclusive representative of employees in an appropriate unit, including, but not limited to, the discussing of grievances with the exclusive

representative." 115 ILCS 5/14(a)(5); *see also Vienna Sch. Dist. No. 55 v. IELRB*, 162 Ill. App. 3d 503, 506-7 (4th Dist. 1987) (unilateral change without bargaining constitutes unfair labor practice). Section 14(a)(1) of the Act prohibits an educational employer from interfering, restraining or coercing employees in the exercise of the rights guaranteed under the Act. 115 ILCS 5/14(a)(1). Employers must bargain over "wages, hours and terms and conditions of employment" but are not "required to bargain over matters of inherent managerial policy." *Cmty. Unit Sch. Dist. No. 5 v. IELRB*, 2014 IL App (4th) 130294, ¶ 78. Inherent managerial policy concerns matters such as discretion or policy regarding employer functions, standards of services, the budget, the organizational structure, and selection of new employees and direction of employees. *Id.* Courts and the Board utilize the three-part *Central City* test to determine whether something is a mandatory subject of bargaining. *Central City Educ. Ass'n v. IELRB*, 149 Ill. 2d 496, 523 (1992). The first step of the test asks if the issue is one of wages, hours, and terms and conditions of employment. *Id.* If no, the employer is not required to bargain over the matter.

Here, the Union asserts that the District imposed a unilateral change without bargaining when Vander Broek instructed Friedlieb to direct inquiries to her rather than the Board. While the topic of these inquiries concerned terms and conditions of employment, the recipient of those inquiries does not affect wages, hours, or terms and conditions of employment. The District appointed Vander Broek as its primary point of contact for this, and her communication reiterated that designation. The designation of a spokesperson falls within its inherent managerial policy. *See Cmty. Unit Sch. Dist. No. 5*, 2014 IL App (4th) 130294 at ¶ 78. The District is not required to bargain over this matter. Even if not an inherent managerial policy, the direction to communicate with Vander Broek does not affect wages, hours, and terms and conditions of employment. Because it does not affect wages, hours, and terms and conditions of employment, it does not constitute a mandatory subject of bargaining, and the District was not required to bargain over this change, to the extent that any change occurred. Accordingly, this portion of the charge should be dismissed.

V. RECOMMENDED DECISION AND ORDER

For the reasons discussed above, the portion of the charge alleging a violation of Section 14(a)(5) and (1) is hereby dismissed.

VI. RIGHTS TO EXCEPTIONS

In accordance with Section 1120.30(c) of the Board's Rules and Regulations (Rule), Ill. Admin. Code, tit. 80, §§ 1100-1135, parties may file written exceptions to this Recommended Order and Decision together with briefs in support of those exceptions, not later than 14 days after service hereof. Parties may file responses to the exceptions and briefs in support of the responses not later than 14 days after service of the exceptions. Exceptions and responses must be filed, if at all, at ELRB.mail@illinois.gov and with the Board's General Counsel, 160 North LaSalle Street, Suite N-400, Chicago, Illinois 60601-3103. Pursuant to Section 1100.20(e) of the rules, the exceptions sent to the Board must contain a certificate of service, that is **"a written statement, signed by the party effecting service, detailing the name of the party served and the date and manner of service**." If any party fails to send a copy of its exceptions to the other party or parties to the case, or fails to include a certificate of service, that party's appeal will not be considered, and that party's appeal rights with the Board will immediately end. See Section 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.

Dated: August 27, 2025
Issued: Chicago, Illinois

Victor E. Blackwell

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