

STATE OF ILLINOIS  
EDUCATIONAL LABOR RELATIONS BOARD

Toni Holmes-Goodwin,	)	
	)	
Charging Party	)	
	)	
and	)	Case No. 2025-CB-0016-C
	)	
Bloom Education Support Professionals	)	
Association, IEA-NEA,	)	
	)	
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 Education Support Professionals Association, IEA-NEA (Union or Respondent) committed unfair labor practices within the meaning of Section 14(b) 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,<sup>1</sup> Holmes-Goodwin sent an email to the Board’s general email address entitled “Notice of Erroneous Filing and Forthcoming Corrected Exception and Response”.<sup>2</sup> 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. Despite this, Board staff could not locate any submission from Holmes-Goodwin from that date. On January 16, she filed her exceptions and response. The Union 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.

<sup>1</sup> All events occur in 2026, unless otherwise indicated.

<sup>2</sup> Respondent’s attorney was cc’d on the email.

## II. Factual Background

We adopt the facts set forth in the underlying EDRDO.<sup>3</sup> 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 submitted any documents to the Board before the time period for filing her exceptions 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 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

<sup>3</sup> The Union's president is referred to as both Martinez and Rodriguez in the EDRDO. The Union notes in its response 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.

several days after she received the EDRDO. Whatever the reason, Holmes-Goodwin's exceptions, filed four days after their due date, are untimely. Accordingly, we strike Holmes-Goodwin's exceptions as untimely filed.

Assuming, *arguendo*, Holmes-Goodwin submitted a timely but incorrect version of her exceptions on January 12, there is no provision in the Act or the Rules allowing 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.

Even if Holmes-Goodwin's exceptions had been timely filed, nothing therein warrants overturning the EDRDO. Her charge alleged that the Union violated the IELRA by committing various acts of bullying, intimidation, manipulation of her work, and harassment in retaliation for her refusal to become a member. Section 14(b)(1) of the IELRA prohibits labor organizations or their agents from "[r]estraining or coercing employees in the exercise of the rights guaranteed under this Act, provided that a labor organization or its agents shall commit an unfair labor practice under this paragraph in duty of fair representation cases only by intentional misconduct in representing employees under this Act." In order to establish a violation of Section 14(b)(1) of the Act, a charging party must identify rights under the Act which have been the subject of restraint or coercion by a labor organization and show the right to engage in or to refrain from engaging in union or protected concerted activity, has been affected. *Washington/East St. Louis Federation of Teachers, Local 1220, IFT-AFT*, 4 PERI 1132, Case No. 88-CB-0008-S (IELRB Opinion and Order, September 2, 1988).

In this case, Holmes-Goodwin asserts that she was restrained or coerced in exercising her right to refrain from engaging in union or protected activity. However, there is nothing in the record to indicate that she was in any way prevented from exercising her right not to join the

union. She never joined. A labor organization does not violate its duty of fair representation unless it engages in intentional misconduct. In duty of fair representation cases, a two-part standard is used to determine whether a union has committed intentional misconduct within the meaning of Section 14(b)(1). Under that test, the charging party must first establish that the union's conduct was intentional and directed at them. Second, they must establish that the union's intentional action occurred because of and in retaliation for their past actions, or because of their status (such as race, gender, or national origin), or because of animosity between them and the union's representatives (such as that based on personal conflict or charging party's dissident union support). *Metropolitan Alliance of Police v. Illinois Labor Relations Board, Local Panel*, 345 Ill. App. 3d 579, 803 N.E.2d 119 (1st Dist. 2003). Other than Holmes-Goodwin's broad characterizations of the Union's behavior in this case as bullying, harassing and intimidating, she submitted no evidence of conduct fitting that description specifically aimed at her by the Union or its agents that was related to her exercising her right to refrain from union activity.

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

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**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 Education Support Professionals Association, IEA-NEA, violated Section 14(b) of the Illinois Educational Labor Relations Act, 115 ILCS 5/1, *et seq.*, (2012), *as amended*<sup>1</sup>. 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, Toni Holmes-Goodwin (Goodwin) was an educational employee under the meaning of Section 2(b) of the Act, employed by Bloom Township High School District 206 in the job title or classification of Secretary to the Assistant Principal for Student Services at Bloom High School. 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 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 Union engaged in various acts of bullying, intimidation, manipulation of her work, and harassment against Goodwin in retaliation for her refusal to join the

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<sup>1</sup> The Charging Party in this charge has also filed a companion case against her employer, Bloom Township High School District 206, making essentially the same allegations. That charge was dismissed contemporaneously with this one.

Union. In October and November 2024, Goodwin brought complaints to the District alleging workplace bullying, harassment, and intimidation from Union President Patty 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. Goodwin has also not accused the Union of taking any action, or refusing to take any action, because of her refusal to join.

### **III. THE PARTIES' POSITIONS**

Herein, Goodwin alleges that the Union's conduct violated Section 14(b)(1) of the Act. The Union 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's charge alleges a violation of Section 14(b)(1) of the Act, which prohibits employee organizations from restraining or coercing employees in the exercise of rights guaranteed by the Act, provided that

labor organizations commit an unfair labor practice in duty of fair representation cases only by intentional misconduct in representing employees under the Act.

Goodwin has the right to refuse to join the Union and has asserted that right. Her charge fails because she cannot identify an act or refusal to act by the Union that constitutes intentional misconduct. In order to show that the Union was engaged in intentional misconduct, Goodwin must identify a right or rights that she has been restrained or coerced from exercising, and demonstrate that the Union acted in a fraudulent, deceitful, or deliberately hostile manner and that the alleged misconduct was (1) aimed at Goodwin specifically, and (2) occurred because of her status (race, gender, national origin) or because of animosity between Goodwin and the Union (such as that based on past support for dissident unions or personal conflict).

Goodwin provides no evidence of the misconduct, such as tampering with her work or personal items, removing items from her office, or planting recording devices in her office, that she accuses the Union of. To the extent that these allegations have been investigated by the District, it has not found that Union leaders were engaged in any wrongdoing. Goodwin makes reference to some past disagreements that she had with the Union President, Rodriguez, but absent evidence that the Union took some action against her, or refused to act on her behalf, Goodwin cannot demonstrate that the Union violated its duty of fair representation. For example, the IELRB has, in the past, refused to involve itself in a dispute where a union member was expelled from her union because she had an altercation with the union president and wanted to run against him in an upcoming election. Washington and East St. Louis Federation of Teachers, Local 1220, IFT-AFT, 4 PERI 1132 (IELRB Opinion and Order, September 12, 1988). In that case, the IELRB held that, unless there is an impact on or nexus to an employee's employment conditions, a union's conduct with respect to its internal matters cannot violate the Act. Similarly, here, the Union's conduct has had no impact on Goodwin's employment conditions and therefore cannot be said to be involved in intentional misconduct against her. There are, therefore, no grounds upon which a complaint for hearing may issue alleging a violation of Section 14(b)(1) of the Act.

**V. ORDER**

Accordingly, the instant charges are hereby dismissed in their entirety.

**VI. RIGHT TO EXCEPTIONS**

In accordance with Section 1120.30(c) of the Board's Rules and Regulations (Rules), III. 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 29<sup>th</sup> day of December 2025.**

**STATE OF ILLINOIS**

**EDUCATIONAL LABOR RELATIONS BOARD**

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**Victor E. Blackwell**  
**Executive Director**

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