

STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD

City Colleges of Chicago, District 508,	)	
	)	
Respondent	)	
	)	
and	)	Case No. 2026-CA-0004-C
	)	
Cook County College Teachers Union,	)	
Local 1600, IFT-AFT, AFL-CIO,	)	
	)	
Complainant	)	

OPINION AND ORDER

I. Statement of the Case

On August 5, 2025, Cook County College Teachers Union, Local 1600, IFT-AFT, AFL-CIO (Union) filed a charge with the Illinois Educational Labor Relations Board (IELRB or Board) against City Colleges of Chicago (City Colleges). The charge alleged that City Colleges 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 Complaint and Notice of Hearing (Complaint). The parties appeared for a hearing before an Administrative Law Judge (ALJ) on November 4, 2025. On February 27, 2026, the ALJ issued a Recommended Decision and Order (ALJRDO) finding that City Colleges violated Section 14(a)(5) and (1) of the Act when it unilaterally, without notice, adopted a new policy designating certain bargaining unit titles as “Special Needs Positions”, exempting new hires into those positions from its long-standing Chicago residency requirement, and refused to bargain either the decision to adopt the new policy, or the impact thereof. City Colleges filed timely exceptions to the ALJRDO on April 17, 2026, and the Union filed a timely response to the exceptions on May 8, 2026.¹ For the reasons discussed below, we affirm the ALJRDO.

¹ City Colleges requested, and was granted, two unopposed extensions of time to file its exceptions.

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 as necessary to assist the reader.

III. Discussion

City Colleges filed seventeen exceptions to the ALJRDO, which can be broken down into two general areas. First, the ALJ's factual findings contained multiple mistakes. Second, the ALJ should not have found that it violated Section 14(a)(5) of the Act. Either, or both, says City Colleges, warrant the Board's reversal of the ALJRDO.

A. *Alleged Factual Errors*

City Colleges asserts that the ALJ mischaracterized the proposals that the Union made on March 20, 2025 as follows:

1.create a committee of Union and City Colleges' representatives to work out and oversee the implementation of the residency waivers; 2. any part-time unit employee who becomes a full-time employee in a special needs position is then eligible for the residency waiver; 3. any existing employees in a special needs position who are paid a lower rate than newly-hired employees in that position or title, shall have their pay adjusted such that it is equal to that of the newly hired employee. (ALJRDO p. 3)

The ALJ cites the email containing the proposals, as well as the testimony of Union President Anthony Johnston (Johnston) and City Colleges Assistant General Counsel for Labor and Employment Christopher Jensen (Jensen). Nothing in the record reveals the ALJ's factual findings to be inconsistent with the proposals themselves or the witness' testimony.

The ALJ conveyed City Colleges' position that the Union's first proposal would have recreated something the parties had previously bargained out of the current CBA:

With regard to the proposal the parties create a committee of Union and City Colleges' representative[s] to work out and oversee the implementation of the residency waivers, Jensen indicated City Colleges was not inclined to agree to the proposal because the parties had agreed in the negotiations for the most recent CBA, to eliminate a similar-purpose committee. (ALJRDO p. 4)

City Colleges insists that this allowed the ALJ to avoid confronting its argument that it had no obligation to entertain the Union's proposal because the proposal sought a midterm modification of a matter already the subject of a clause in the existing CBA. However, the issue before the ALJ, and now before this Board, is whether City Colleges was obligated to bargain over the special needs residency waiver, not whether it was obligated to bargain over the creation or recreation of the compensation committee. Therefore, we find that the ALJ was correct in his treatment of the midterm bargaining issue and that there is nothing in the record to indicate he mischaracterized the Union's March 20 proposals.

City Colleges' additional contentions that the ALJ misstated facts and mischaracterized testimony are likewise unfounded. City Colleges offers the following as a mischaracterization of its initial response to the Union's proposals:

Jensen responded by asserting, in City Colleges' view, the special needs residency waiver had no impact on the terms and conditions of employment of the unit employees, and therefore, bargaining was not necessary. (ALJRDO p. 3-4)

The ALJ's finding is based on Jensen's testimony that he:

[R]esponded to [the Union] and the first thing I said was that I did not view this as any change in terms and conditions of employment for their current employees. And thus, I didn't agree that bargaining was necessary, but I proceeded to discuss their proposals. (Tr. 59)

The testimony in the record is in line with the ALJ's statement of the facts. In like manner, City Colleges takes issue with the ALJ's finding that:

Sometime in the following week, Jensen telephoned Johnston to let him know City Colleges was not interested in pursuing any of the Union's residency waiver proposals. Although, during the call, Jensen did not actually say City Colleges would not bargain the issue further, Johnston understood from his initial response and overall circumstances, City Colleges would no longer entertain bargaining on the residency waiver issue. (ALJRDO p. 4)

Yet this finding is consistent with Jensen's testimony that he:

[M]ade a call to Tony Johnston ... [and] started the conversation by saying that we reviewed all three of their proposals. We had a discussion about them and considered them but that we didn't think any of them were appropriate at this time and that we would be declining those proposals. (Tr. 60-61)

It is also consistent with Johnston's testimony that he:

received a call from Christopher Jensen where he said that the City Colleges have decided that they are not interested in considering our proposals. I figured I had gone as far as I could and since City Colleges were not, you know, willing to bargain with us in good faith that we would take legal recourse. (Tr. 29-30)

Thus, City Colleges' claims that the ALJRDO mischaracterizes or misstates the record are not supported by the record. The ALJ includes citations to the record that verify his assessment of all of these facts. City Colleges' exceptions and brief in support thereof identify nothing in the record that contradicts or conflicts with the ALJ's factual findings. Accordingly, we find no merit to City Colleges' exceptions that the ALJRDO contained factual errors that warrant its reversal.

B. 14(a)(5)

The balance of City Colleges' exceptions are to the ALJ's finding that it violated Section 14(a)(5) of the Act. Section 14(a)(5) of the Act prohibits educational employers from refusing to bargain collectively in good faith with an employee representative that is the exclusive representative of a bargaining unit of its employees. An employer violates Section 14(a)(5) when it makes unilateral changes to mandatory subjects of bargaining without bargaining in good faith to agreement or impasse. *Vienna School District No. 55 v. IELRB*, 162 Ill. App. 3d 503, 515 N.E.2d 476 (4th Dist. 1987). It is well-settled that an employer must notify and bargain to impasse with an exclusive representative before implementing any change in employees' wages, hours, terms, and conditions of employment that may be a mandatory subject of bargaining. Here, the ALJ found that City Colleges did not bargain to the extent required by the Act before adopting the special needs residency waiver.

In *Central City Educ. Ass'n v. IELRB*, 149 Ill. 2d 496, 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.* If the answer to that question is no, the inquiry ends and the employer is under no duty to bargain. *Id.* 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 Board 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.*

The ALJ answered the first two *Central City* questions in the affirmative, that the special needs residency waiver is tied to wages, hours and terms and conditions of employment and is a matter of inherent managerial authority. With regard to the third question, the ALJ determined that the benefits of bargaining the special needs residency waiver outweighed the burden on City Colleges' authority to impose it unilaterally. Thus, he concluded that the decision to impose the special needs residency waiver and the effects thereof were deemed mandatory subjects of bargaining.

The ALJ rejected City Colleges' argument that it had bargained the issue with the Union during their March 20 meeting. City Colleges' reaction to the Union's proposals was to assert its view that bargaining was not necessary because the special needs residency waiver had no impact on bargaining unit employees' terms and conditions of employment. The ALJ found this position fell short of the open mind and sincere desire to reach agreement characteristic of good faith, particularly because the Special Needs Residency Waiver Policy resolution itself prohibited City Colleges from adding any language to collective bargaining agreements or similar agreements related to special needs positions and/or special needs waivers. For these reasons, the ALJ determined that City Colleges violated Section 14(a)(5) and (1) of the Act.

City Colleges' exceptions that the ALJ failed to specify the unilateral change and/or did not specify a change affecting bargaining unit members' terms and conditions of employment, taken on their face, are frivolous. The implementation of the special needs residency waiver was identified as the unilateral change throughout the ALJRDO. In the discussion section, starting at the top of page 6, the ALJ applies the *Central City* analysis to "the special needs residency waiver". On page 8 of the ALJRDO, under conclusions

of law, the ALJ states “Respondent City Colleges unilaterally, without notice, adopted a new policy designating certain bargaining unit job titles as “Special Needs Positions”, exempting new-hires into those positions from City Colleges’ long-standing Chicago residency requirement ...”. These are merely a few examples, to list every time the ALJ identified the unilateral change would involve cutting and pasting nearly the entire ALJRDO.

In its brief accompanying its exceptions, City Colleges decries that the ALJ failed to identify what changed for existing bargaining unit members with the special needs waiver policy, and offers its conclusion that nothing changed because the special needs waiver policy had no effect on the preexisting residency requirement for existing bargaining unit employees. A similar argument was dismissed by the Court in *City of Springfield v. Policeman’s Benevolent and Protective Ass’n, Unit #5*, 2021 IL App (4th) 200164, ¶ 46. In that case, the employer unilaterally enacted a change to its rules that allowed for an award of residency preference points to city employees on promotional exams. In its defense, the employer argued the rule change did not apply to current bargaining unit members, that it would not apply to them for at least seven years, thus giving the union the opportunity to bargain prior to its application to the bargaining unit. The Court was not convinced: “Even if we were to agree that the amendment could not be applied to union members for several years, such circumstances do not negate the fact that a change, without notice and an opportunity for bargaining, occurred when the amendment was adopted and in effect.” *Id.* That is because the unfair labor practice is the unilateral change, not its application to particular individuals. *Id.*; *Wapella Education Association v. IELRB*, 177 Ill. App. 3d 153, 168, 531 N.E.2d 1371, 1380 (4th Dist.1988).

Next, City Colleges argues the ALJ incorrectly concluded that the special needs residency waiver affected wages, hours, or terms and conditions of employment. In general, it is difficult to imagine a more straightforward term and condition of employment than a residency requirement, or a lack thereof. See *City of St. Bernard*, 6 OPER ¶ 6280 (Ohio State Employment Relations Board 1989) (residency requirement

is a “condition of employment” in the purest sense of the term). The residency requirement restricts employees in their choice of where to live, significantly impacting matters ranging from cost of living to choice of school district. This is true whether employees are required to live in the City of Chicago or any other municipality in Illinois. We agree with City Colleges that the ALJ should not have concluded that cost of living could affect salary equity when there are no cost comparisons in the record between the cost of living in the City of Chicago and other areas. For the purpose of answering the first *Central City* question, it is safe to generally say that the cost of living will vary from one municipality to another and that residents of one city may not be eligible to send their children to public school in another city. There is nothing in the record that allows us to make specific comparisons between the City of Chicago and other municipalities. For that reason, we decline to do so.

The second question in the *Central City* test is whether the matter is also one of inherent managerial authority. If the answer to the second question is no, the analysis stops and the matter is a mandatory subject of bargaining. *Id.* The ALJ found that the special needs residency waiver is indeed a matter of inherent managerial authority. It is no surprise that City Colleges had no quarrel with that answer. Because the answer was yes, the ALJ went on to the next part of *Central City* and balanced the benefits that bargaining will have on the decision-making process with the burdens that bargaining imposes on the employer’s authority. This is where the City Colleges objects, asserting that the ALJ erred in finding that the benefits of bargaining outweighed the burden on its authority. The ALJ identified several benefits. The Union’s proposals could increase the pool of experienced candidates for these hard to fill positions. Its proposed committee to oversee the implementation of residency waivers could be a pathway to providing security for current bargaining unit employees in special needs positions, as well as address City Colleges’ concerns around the age of vacancies, lack of qualified applicants and, ultimately, its accreditation. He also found the absence of time constraints benefited bargaining, as City Colleges had not used the residency waiver in

the nine months between its enactment and the hearing date. City Colleges provides nothing in its exceptions or supporting brief that contradicts these benefits. For that reason, we find that the ALJ correctly determined the special needs residency waiver was a mandatory subject of bargaining.

City Colleges excepts to the ALJ's failure to address its arguments that the Union never sought to bargain over the decision to create the waiver or additional bargaining after City Colleges rejected the proposals. The ALJ did not need to address these arguments because neither of these things changed the fact that City Colleges made a unilateral change without granting the Union notice and an opportunity to bargain. City Colleges enacted the Special Needs Residency Waiver Policy on February 6. City Colleges did not offer to bargain with the Union about Special Needs Residency Waiver Policy prior to the enactment.² The Union contacted City Colleges seeking to bargain the decision and the impact of the Special Needs Residency Waiver Policy on March 10. The parties met for that reason on March 20. During that meeting, the Union tendered proposals to City Colleges. The following month, City Colleges informed the Union it was not interested in pursuing any of its proposals. Once the union demands to bargain over a mandatory subject, the employer must bargain with the union over the issue until the parties reach impasse or agreement in negotiations. *Kewanee Community Unit School District No. 229*, 4 PERI 1136, Case No. 86-CA-0081-C (IELRB Opinion and Order, September 15, 1988); *Cnty. of Cook and Sheriff of Cook Cnty.*, 32 PERI ¶70 (IL LRB-LP 2015) *aff'd sub. nom. Cnty. of Cook v. Ill. Labor Rel. Bd.*, 2017 IL App (1st) 153015, ¶ 46. There is nothing in the record to indicate that the parties reached agreement or impasse on the special needs residency waiver issue. For the above stated reasons, we affirm the ALJ's finding that City Colleges violated Section 14(a)(5) and (1) of the Act when it

² As the Union observes in its response to exceptions, City Colleges did not except to the ALJ's finding that it violated Section 14(a)(5) and (1) by unilaterally implementing the policy. As such, City Colleges has waived any right to make that argument before the Board.

unilaterally adopted the Special Needs Residency Waiver Policy and refused to bargain either its decision or impact with the Union.

IV. Order

Respondent violated Section 14(a)(5) and, derivatively, Section 14(a)(1) of the Act by unilaterally, without notice, adopting a new policy designating certain bargaining unit jobs as “Special Needs Positions”, exempting new hires into those positions from Respondent’s long-standing Chicago residency requirement; this policy concerned a mandatory subject of bargaining, which Respondent refused to bargain in good faith either the decision to adopt the new policy, or the impact thereof. The Administrative Law Judge’s Recommended Decision and Order is affirmed.

For the reasons discussed above, IT IS HEREBY ORDERED that Respondent, City Colleges of Chicago, District 508, its officers, and agents shall:

1. Cease and Desist from:
 - (a) Refusing to bargain collectively in good faith with Cook County College Teachers Union, Local 1600, IFT-AFT, AFL-CIO.
 - (b) In any like or related manner, interfering with, restraining, or coercing its employees in the exercise of rights guaranteed them in the Act.
2. Take the following affirmative action necessary to effectuate the policies of the Act:
 - (a) Rescind its February 6, 2025 decision, known as the Special Needs Residency Waiver Policy resolution, to allow an exception to its residency requirement, permitting applicants for certain medical-related, Union-represented, bargaining unit positions, to apply for waivers of the residency requirement during their application and pre-hiring process, until such time as Respondent has bargained in good faith with Cook County College Teachers Union, Local 1600, IFT-AFT, AFL-CIO, to either impasse or agreement, over that decision and the impact thereof;
 - (b) Bargain, upon the request of County College Teachers Union, Local 1600, IFT-AFT, AFL-CIO, the decision, and if necessary, the effects of a decision, to allow an exception to its residency requirement, permitting applicants for certain medical-related, Union-represented, bargaining unit positions, to apply for waivers of the residency requirement during their application and pre-hiring process;

- (c) Post on bulletin boards or other places reserved for notices to employees for 60 consecutive days during which the majority of employees of Respondent are actively engaged in duties they perform for Respondent, signed copies of the attached notice. Respondent shall take reasonable steps to ensure that said notice is not altered, defaced, or covered by any other materials.
- (d) Notify the Executive Director, in writing, within 35 days after receipt of this order of the steps taken to comply with it.

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: **July 15, 2026**
Issued: **July 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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STATE OF ILLINOIS
ILLINOIS EDUCATIONAL LABOR RELATIONS BOARD

Cook County College Teachers Union,
Local 1600, IFT-AFT, AFL-CIO,

Complainant

and

City Colleges of Chicago, District 508,

Respondent

Case No. 2026-CA-0004-C

ADMINISTRATIVE LAW JUDGE'S RECOMMENDED DECISION AND ORDER

I. BACKGROUND

On August 5, 2025, Complainant, Cook County College Teachers Union, Local 1600, IFT-AFT, AFL-CIO (Union), filed an unfair labor practice charge against Respondent, City Colleges of Chicago, District 508 (City Colleges), alleging it had violated Section 14(a) of the Illinois Educational Labor Relations Act (Act), 115 ILCS 5/1, *et seq.* After investigation, on October 8, 2025, the Executive Director, on behalf of the Illinois Educational Labor Relations Board (IELRB or Board), issued a complaint for hearing, set for November 4 and 13, 2025.

The hearing in this matter was conducted on Webex, before the undersigned, on November 4, 2025, pursuant to Section 1120.40 of the Board's Rules and Regulations (Rules), 80 Ill. Admin. Code §§1100-1135. The parties' post-hearing briefs were due and filed on January 23, 2026, and the parties waived the application of Section 15(1) and (2) of the Act on February 13, 2026.

II. ISSUES AND CONTENTIONS

Complainant: The Union contends Respondent violated Section 14(a)(5) and (1) of the Act in that City Colleges unilaterally, without notice, adopted a new policy designating certain bargaining unit job titles as "Special Needs Positions", exempting new-hires into those positions from City Colleges' long-standing Chicago residency requirement, and refused to bargain either the decision to adopt the new policy, or the impact thereof.

Respondent: City Colleges denies it violated the Act, contending first, the new, complained-of Special Needs Residency Waiver Policy has no impact or effect on the terms and conditions of employment for the Union's current bargaining unit employees. Moreover, City Colleges asserts the only proposals made by the Union either sought to expand the waiver, rather than rescind it, or aimed to revive proposals which had been rejected during the parties' most recent collective bargaining negotiations. Lastly, City Colleges contends herein, the evidence, at all times relevant, conclusively demonstrates it bargained in good faith.¹

¹On October 23, 2025, City Colleges filed a motion, seeking to defer the underlying complaint to the grievance-arbitration process in the parties' collective bargaining agreement, and on October 28, 2025, the Union filed its response in opposition. After reviewing the motion and response, I denied City Colleges' motion on October 28, 2025, finding the alleged violation did

III. FINDINGS OF FACT

The parties stipulated and I find as follows:

1. Complainant filed the unfair labor practice charge in this proceeding on August 5, 2025, and a copy thereof was served on Respondent.
2. At all times material, City Colleges of Chicago, District 508, was an educational employer within the meaning of Section 2(a) of the Act and subject to the jurisdiction of the Board.
3. At all times material, Cook County College Teachers Union, Local 1600, IFT-AFT, AFL-CIO (Union), was a labor organization within the meaning of Section 2(c) of the Act.
4. At all times material, the Union was the exclusive representative within the meaning of Section 2(d) of the Act, of a bargaining unit comprised of certain persons employed by City Colleges.
5. At all times material, the Union and City Colleges have been parties to a collective bargaining agreement (CBA) for the unit referenced in paragraph 4, with a term from July 16, 2022 to July 15, 2026.² Jt. Ex. 1.

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 additional findings of fact:

Since on or about July 1, 1977, City Colleges has had a residency requirement for its full-time employees, meaning they had to reside within the limits of the City of Chicago. Tr. 15, 30. City Colleges' residency policy does not apply to its part-time employees. Tr. 15. On February 6, 2025, City Colleges' Board of Trustees enacted a resolution, amending the residency requirement to allow an exception to it, known as the Special Needs Residency Waiver Policy, permitting applicants for certain medical-related positions to apply for waivers of the residency requirement during their application and pre-hiring process. Tr. 15-16; Jt. Ex. 3. The fifteen healthcare positions listed in the Special Needs Residency Waiver Policy resolution, designated as "special needs positions", were all positions within the Union's bargaining unit. Tr. 16; Jt. Ex. 3 at p. 2. City Colleges' Board of Trustees cited as a basis for the policy, the age of vacancies in the special needs positions, an insufficient number of qualified applicants for those positions, and the increased likelihood of a loss of accreditation due to an insufficient number of staff in the programs in which the special needs positions worked. Jt. Ex. 3 at p. 2. Additionally, in the text of the Special Needs Residency Waiver Policy resolution, City Colleges' Board of Trustees prohibited City Colleges "from adding any language to collective bargaining agreements or similar agreements related to special needs positions and/or special needs waivers." Jt. Ex. 3 at p. 2. City Colleges' Board of Trustees further provided the

not turn on the interpretation or application of language in the parties' collective bargaining agreement. Elementary Teachers' Ass'n of West Chicago, IEA-NEA/West Chicago School District 33, 5 PERI ¶1091 (IL ELRB 1989), *aff'd on other grounds, sub nom, West Chicago School District 33 v. Illinois Educational Labor Relations Board*, 218 Ill. App. 3d 304, 578 N.E.2d 232, 7 PERI ¶4024 (1st Dist. 1991); Dubo Manufacturing Corp., 142 NLRB 431 (1963).

²References to exhibits in this matter will be as follows: Joint exhibits, "Jt. Ex. ____." References to the transcript of proceedings will be "Tr. ____."

residency waivers would be valid for three calendar years from the employee's date of hire, and could be renewed for subsequent three year periods, as long as the employee continued to be employed in a special needs position, or accepted a different special needs position without an interruption in employment with City Colleges.³ Jt. Ex. 3 at p. 4-5.

On or about February 11, 2025, the Union filed two grievances, one on behalf of its unit of full-time professional employees and one on behalf of its unit of faculty, contending the board of trustees' action in amending the residency requirement violated the parties' CBAs. Tr. 16; Jt. Ex. 4. On March 10, 2025, the local Union president, Anthony Johnston, sent an email to City Colleges' assistant general counsel for labor and employment, Christopher Jensen, seeking to bargain the decision and impact of the Special Needs Residency Waiver Policy. Tr. 17-18, 52, 55; Jt. Ex. 5. Also on March 10, 2025, the Union's grievance chair, Roberto Guzman, sent Jensen a request for information related to the grievances over the special needs positions and residency waiver, and City Colleges promptly turned over the material requested. Tr. 22-24, 54; Jt. Ex. 6. Among the justifications in the requested material, for the residency waiver in special needs positions, was it would reduce the amount of overtime work performed by existing employees in special needs positions, increase the number of qualified applicants for the special needs positions, and decrease the likelihood of a loss of accreditation due to an insufficient number of staff in the programs in which the special needs positions worked. Jt. Ex. 6. The parties agreed to meet for bargaining on March 20, 2025. Tr. 21, 25-26, 40-41, 55-56.

Approximately fifteen minutes prior to the start of the March 20 meeting, Johnston emailed Jensen the Union's three proposals with regard to the special needs positions and residency waiver. Tr. 25-26, 55-56; Jt. Ex. 7. The Union's proposals were as follows: 1. create a committee of Union and City Colleges' representatives to work out and oversee the implementation of the residency waivers; 2. any part-time unit employee who becomes a full-time employee in a special needs position is then eligible for the residency waiver; 3. any existing employees in a special needs position who are paid a lower rate than newly-hired employees in that position or title, shall have their pay adjusted such that it is equal to that of the newly hired employee. Tr. 25-26, 32-35, 55-56, 58; Jt. Ex. 7.

At the March 20 meeting, Johnston was accompanied by the Union's counsel, Alice Johnson, and another Union official, Todd Lakin, and Jensen was accompanied by another City Colleges' labor and employment attorney, Caitlyn McNulty, and City Colleges' chief talent officer, Carol Dunning. Tr. 26, 56. At the outset of the meeting, Johnston questioned Jensen about some ancillary issues related to the residency waiver, and Jensen supplied answers. Tr. 57. Johnston went through the Union's proposals, elaborating on the proposals it sent Jensen immediately prior to the meeting. Tr. 27, 57-58; Jt. Ex. 7. Jensen responded by asserting, in City Colleges' view,

³As of November 4, 2025, City Colleges had yet to grant any special needs waivers pursuant to Joint Exhibit 3, the February 6, 2025 resolution. Tr. 62.

the special needs residency waiver had no impact on the terms and conditions of employment of the unit employees, and therefore, bargaining was not necessary. Tr. 59. With regard to the proposal the parties create a committee of Union and City Colleges' representative to work out and oversee the implementation of the residency waivers, Jensen indicated City Colleges was not inclined to agree to the proposal because the parties had agreed in the negotiations for the most recent CBA, to eliminate a similar-purpose committee. Tr. 58-59. With regard to the second and third proposals—any part-time unit employee who becomes a full-time employee in a special needs position is then eligible for the residency waiver, and any existing employees in a special needs position who are paid a lower rate than newly-hired employees in that position or title, shall have their pay adjusted such that it is equal to that of the newly hired employee—Jensen responded he would have to discuss both proposals with higher-ups at City Colleges, and since the parties' then-current meeting was on a Thursday, and the following week was City Colleges' spring break, he would not have a response in the near future. Tr. 27, 59-60, 66. The March 20 meeting ended at that point.

On April 8, 2025, two weeks and five days after the March 20 meeting, Johnston emailed Jensen to inquire whether City Colleges had a response to the Union's proposals. Tr. 27-28; Jt. Ex. 8. Jensen did not respond to the April 8 email. Tr. 28, 66. On or about April 11, 2025, Johnston met with the City Colleges' chancellor, Juan Salgado, at one of their occasional breakfast meetings. Tr. 28. During the meeting, Johnston brought up the special needs residency waiver issue and the Union's proposals related thereto. Tr. 28-29. Salgado listened attentively and was engaged in the discussion with Johnston regarding the residency matter, and at the end of their discussion, he assured Johnston he would bring the topic back to City Colleges' bargaining team and get him a response. Tr. 29. Sometime in the following week, Jensen telephoned Johnston to let him know City Colleges was not interested in pursuing any of the Union's residency waiver proposals. Tr. 29, 60-61. Although, during the call, Jensen did not actually say City Colleges would not bargain the issue further, Johnston understood from his initial response and overall circumstances, City Colleges would no longer entertain bargaining on the residency waiver issue. Tr. 29-30, 61-62, 67.

IV. DISCUSSION AND ANALYSIS

A. Duty to bargain/Central City analysis

The Union contends City Colleges unilaterally, without notice, enacted a resolution, amending the residency requirement, such that it adversely affected overtime opportunities for certain of its bargaining unit employees, and had a deleterious effect on the part-time employees in its bargaining unit, making it more difficult for them to obtain full-time positions. The Union further contends the amendment has the potential to create salary equity issues. City Colleges denies it violated the Act, contending the residency waiver has no impact or effect on

the terms and conditions of employment for the Union's current bargaining unit employees, and even if it did, it bargained in good faith throughout.

The legal standard for analyzing a unilateral change allegation arising under the Act is well settled. A public employer violates its obligation to bargain in good faith when it makes a unilateral change in a mandatory subject of bargaining without first granting notice and an opportunity to bargain, to the employees' exclusive bargaining representative. NLRB v. Katz, 369 U.S. 736 (1962); Board of Education of Sesser-Vallier Community Unit School District No. 196 v. IELRB, 250 Ill. App. 3d 878, 620 N.E.2d 418, 9 PERI ¶4018, 1993 WL 13699077 (4th Dist. 1993); City of Decatur v. American Federation of State, County and Municipal Employees, 122 Ill. 2d 353, 522 N.E.2d 1219, 4 PERI ¶4016 (1988); Fenton Community High School District 100, 5 PERI ¶1004, 1988 WL 1588728 (IL ELRB 1988); Waverly Community Unit School District, No. 6, 5 PERI ¶1002, 1988 WL 1588726 (IL ELRB 1988). The threshold determination, therefore, is whether the change at issue concerns a mandatory subject of bargaining.

In Central City Education Association, IEA/NEA v. Illinois Educational Labor Relations Board, 149 Ill. 2d 496, 599 N.E.2d 892 (1992), the Illinois Supreme Court announced a standard to determine the scope of the duty to bargain with respect to issues which directly affect wages, hours and conditions of employment, but which also concern matters of inherent managerial policy. In such instances, the court said, the labor relations agency must "balance the benefits that bargaining will have on the decision-making process with the burdens that bargaining will impose on the employer's authority." Central City, 599 N.E.2d at 905. The court worded the test as follows:

The first part of the test requires a determination of whether the matter is one of wages, hours and terms and conditions of employment....If the answer to this question is no, the inquiry ends and the employer is under no duty to bargain.

If the answer to the first question is yes, then the second question is asked: Is the matter also one of inherent managerial authority? If the answer to the second question is no, then the analysis stops and the matter is a mandatory subject of bargaining. If the answer is yes, then the...matter is within the inherent managerial authority of the employer and it also affects wages, hours and terms and conditions of employment.

At this point in the analysis the [Board] should balance the benefits that bargaining will have on the decision making process with the burdens that bargaining will impose on the employer's authority. Which issues are mandatory, and which are not, will be very fact-specific questions, which the [Board] is eminently qualified to resolve.

Central City, 599 N.E.2d at 905. See also, Board of Trustees of University of Illinois v. Illinois Labor Relations Board, 224 Ill. 2d 88, 862 N.E.2d 944, 22 PERI ¶186, 181 LRRM 2218 (2007); City of Belvidere v. Illinois State Labor Relations Board, 181 Ill. 2d 191, 692 N.E.2d 295, 14 PERI ¶4005 (1998).

Applying the Central City analysis to the instant case, the initial determination is whether the matter, the special needs residency waiver, concerns wages, hours and terms and conditions of employment of the employees in the units represented by the Union. The evidence indicates the first part of the inquiry must be answered in the affirmative. The materials received from City Colleges, pursuant to the Union's March 10, 2025 information request, indicated among the justifications for the residency waiver in special needs positions, was it adversely affected overtime opportunities for existing employees in special needs positions, and diminished opportunities for part-time employees in the Union's bargaining units, making it more difficult for them to obtain full-time positions. Additionally, there was evidence the residency waiver would have an impact on salary equity within the Union's bargaining units, as employees hired into special needs positions with residency waivers would be able to live in less costly areas than within the Chicago limits, and under the CBA, could be hired at a rate greater than existing employees in special needs positions. Tr. 35-36, 38-40. Each of these factors is tied to the wages, hours and terms and conditions of employment of the employees in the units represented by the Union, justification for finding the special needs residency waiver is a mandatory subject of bargaining.

The second part of the inquiry, whether the special needs residency waiver is also one of inherent managerial authority, must also be answered in the affirmative. Within the resolution itself, City Colleges' Board of Trustees cited as a basis for the policy, the age of vacancies in the special needs positions, an insufficient number of qualified applicants for those positions, and the increased likelihood of a loss of accreditation due to an insufficient number of staff in the programs in which the special needs positions worked. Each of these bases, especially maintaining accreditation, is justification for finding the special needs residency waiver is also an issue of inherent managerial authority.

As the special needs residency waiver is a matter both within the inherent managerial authority of the employer, and which affects wages, hours and terms and conditions of employment of bargaining unit employees represented by the Union, the benefits bargaining will have on the decision-making process must be balanced against the burdens such bargaining will impose on City Colleges' authority. Central City, 599 N.E.2d at 905. The balance favors bargaining where the union is capable of offering proposals which are an adequate response to the employer's concerns. Illinois Fraternal Order of Police, Labor Council/County of St. Clair and Sheriff of St. Clair County, 28 PERI ¶18, 2011 WL 4427227 (IL SLRB 2011), aff'd by unpub. order, 2012 IL App (5th) 110317-U; Metropolitan Alliance of Police/Village of Bensenville, 19 PERI ¶119, 2003 WL 26067288 (IL SLRB ALJ 2003). Often, the union is able to offer alternatives or possesses information which may not be available to the employer, as employees in the bargaining unit have a distinctive view of the employer's operations which may allow them to identify solutions not apparent to the employer; however, the union need not actually present evidence of its actual proposals. Id.

In the instant case, the Union presented evidence of its opening proposals. During the parties' one preliminary bargaining session, the Union presented proposals which were aimed not at the revocation of the residency waiver, but rather its expansion, to suggest any part-time unit employee who became a full-time employee in a special needs position would then be eligible for the residency waiver—thereby increasing the pool of experienced candidates for special needs positions by making the full-time work more attractive to the current part-time employees, to whom City Colleges' existing residency policy was inapplicable (Tr. 15). Likewise, the Union's proposal to create a committee of Union and City Colleges' representatives to work out and oversee the implementation of the residency waivers, which City Colleges immediately rejected, could be a pathway to providing security to current special needs unit employees and address City Colleges concerns around the age of vacancies in the special needs positions, the lack of qualified applicants, and ultimately, its accreditation. Another factor in favor of bargaining is the apparent absence of time constraints, evidenced by City Colleges' lack of use of the residency waiver in the nine months between its enactment and the instant hearing. Georgetown-Ridge Farm Community Unit District 4, 10 PERI ¶1044, 1994 WL 16839633 (IL ELRB 1994)(practicalities of bargaining under the particular circumstances are an important consideration as well); cf. American Federation of State, County, and Municipal Employees, Council 31/City Colleges of Chicago, District 508, 13 PERI ¶1045, 1997 WL 34820188 (IL ELRB 1997). As the benefits of bargaining the decision challenged in this matter outweigh the burden on City Colleges' authority to impose it unilaterally, the decision and effects thereof are mandatory subjects of bargaining.

B. The alleged 14(a)(5) and (1) violation

As noted previously, an educational employer violates Section 14(a)(5) when it makes a unilateral change in a mandatory subject of bargaining without granting notice and an opportunity to bargain, to the employees' exclusive bargaining representative. NLRB v. Katz, 369 U.S. 736 (1962); Board of Education of Sesser-Vallier Community Unit School District No. 196 v. IELRB, 250 Ill. App. 3d 878, 620 N.E.2d 418, 9 PERI ¶4018, 1993 WL 13699077 (4th Dist. 1993). The Union contends City Colleges violated Section 14(a)(5) and (1) of the Act in that it, unilaterally, without notice, enacted a resolution amending the residency requirement, such that it adversely affected its bargaining unit employees. City Colleges denies it violated the Act, contending it bargained in good faith throughout.

As discussed above, the decision to establish the special needs residency waiver was a mandatory subject of bargaining. The record indicates City Colleges established the special needs residency waiver, without notice to the Union, and did not bargain either the decision to do so, or the effects thereof. City Colleges argues it in fact bargained the issue in good faith, with the Union, at the March 20, 2025 meeting, however, the evidence is otherwise. Good-faith bargaining demands an "open mind and sincere desire to reach an agreement." Service

Employees International Union, Local 73 v. Illinois Educational Labor Relations Board, et al., 153 Ill. App. 3d 744, 751, 505 N.E.2d 418, 424, (4th Dist. 1987), *citing* NLRB v. W.R. Hall Distributor, 341 F. 2d 359 (10th Cir. 1965). At the March 20 meeting, after Johnston outlined the Union's proposals, Jensen responded by asserting, in City Colleges' view, the special needs residency waiver had no impact on the terms and conditions of employment of the unit employees, and therefore, bargaining was not necessary, a position which does not presuppose an "open mind and sincere desire to reach an agreement", especially in light of the text in the Special Needs Residency Waiver Policy resolution itself, prohibiting City Colleges "from adding any language to collective bargaining agreements or similar agreements related to special needs positions and/or special needs waivers." The evidence establishes City Colleges considered the Union's proposals, at best, perfunctorily—good faith demands more. Accordingly, City Colleges violated Section 14(a)(5) and (1) of the Act.

The standard remedy for violations of this nature, which I will so recommend, is an order requiring City Colleges to reestablish and maintain the *status-quo ante*, bargain with the union on demand, and post a Board-issued notice to employees regarding the violation. See, e.g., Sesser-Vallier Community Unit School District No. 196, 8 PERI ¶1023, 1992 WL 12647286 (IL ELRB 1992), aff'd sub nom., Board of Education of Sesser-Vallier Community Unit School District No. 196 v. IELRB, 250 Ill. App. 3d 878, 620 N.E.2d 418, 9 PERI ¶4018, 1993 WL 13699077 (4th Dist. 1993); City of Belvidere, 11 PERI ¶2042, 1995 WL 17944236 (IL SLRB 1995), rev'd sub nom., on other grounds, City of Belvidere v. ISLRB, 283 Ill. App. 3d 663, 670 N.E.2d 337 (2d Dist. 1996), petition for leave to appeal granted, 171 Ill. 2d 562 (1997), rev'd on other grounds, 181 Ill. 2d 191, 692 N.E.2d 295, 158 LRRM 2427 (1998); American Federation of State, County and Municipal Employees, Council 31/State of Illinois, Department of Central Management Services, 18 PERI ¶2068, 2001 WL 36951948 (IL LRB SP 2001).

V. CONCLUSIONS OF LAW

Respondent City Colleges unilaterally, without notice, adopted a new policy designating certain bargaining unit job titles as "Special Needs Positions", exempting new-hires into those positions from City Colleges' long-standing Chicago residency requirement; on balance, this policy concerned a mandatory subject of bargaining, which City Colleges refused to bargain in good faith either the decision to adopt the new policy, or the impact thereof. City Colleges thereby violated Section 14(a)(5) and (1) of the Act.

VI. RECOMMENDED ORDER

In light of the above findings and conclusions, I recommend the following:

1. That Respondent, City Colleges of Chicago, District 508, having violated Section 14(a)(5) and (1) of the Act in connection with its refusal to bargain in good faith with Cook County College Teachers Union, Local 1600, IFT-AFT, AFL-CIO (Union), before adopting a new policy designating certain bargaining unit job titles as "Special Needs

Positions", exempting new-hires into those positions from City Colleges' long-standing Chicago residency requirement, be ordered to cease and desist from refusing to bargain in good faith with the Union;

2. That Respondent, City Colleges of Chicago, District 508, having violated Section 14(a)(5) and (1) of the Act in connection with its refusal to bargain in good faith with Cook County College Teachers Union, Local 1600, IFT-AFT, AFL-CIO, before adopting a new policy designating certain bargaining unit job titles as "Special Needs Positions", exempting new-hires into those positions from City Colleges' long-standing Chicago residency requirement, be ordered to cease and desist from, in any like or related manner, interfering with, restraining, or coercing its employees in the exercise of rights guaranteed them under the Act;
3. That Respondent, City Colleges of Chicago, District 508, be ordered to immediately take the following steps which would effectuate the policies of the Act:
 - A. Rescind its February 6, 2025 decision, known as the Special Needs Residency Waiver Policy resolution, to allow an exception to its residency requirement, permitting applicants for certain medical-related, Union-represented, bargaining unit positions, to apply for waivers of the residency requirement during their application and pre-hiring process, until such time as Respondent has bargained in good faith with Cook County College Teachers Union, Local 1600, IFT-AFT, AFL-CIO, to either impasse or agreement, over that decision and the impact thereof;
 - B. Bargain, upon the request of County College Teachers Union, Local 1600, IFT-AFT, AFL-CIO, the decision, and if necessary, the effects of a decision, to allow an exception to its residency requirement, permitting applicants for certain medical-related, Union-represented, bargaining unit positions, to apply for waivers of the residency requirement during their application and pre-hiring process;
 - C. Post, for 60 days during which the majority of employees in the bargaining unit are working, at all places where notices to employees of City Colleges of Chicago, District 508, are regularly posted, signed copies of a notice to be obtained from the executive director of the Illinois Educational Labor Relations Board and similar to that attached hereto;
4. That Respondent, City Colleges of Chicago, District 508, be ordered to notify the Board, in writing, within 20 days of the Board's order, of the steps Respondent has taken to comply herewith.

VII. EXCEPTIONS

In accordance with Section 1120.50 of the Rules and Regulations of the Board, Rules and Regulations (Rules), 80 Ill. Admin. Code §§1100-1135, parties may file written exceptions to this Recommended Decision and Order together with briefs in support of those exceptions, not later than 21 days after receipt hereof. Parties may file responses to exceptions and briefs in support of the responses not later than 21 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, 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 1120.50 of the Rules, concerning service of exceptions. If no exceptions have been filed within the 21 day period, the parties will be deemed to have waived their exceptions.

Issued in Chicago, Illinois, this 27th day of February, 2026.

**STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD**

John F. Brosnan

**John F. Brosnan
Administrative Law Judge**