STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD

Anthony Harris, Charging Party and Proviso Township High School District 209, Respondent.	))))))))))	Case No. 2026-CA-0029-C

OPINION AND ORDER

I. Statement of the Case

On November 12, 2025, Anthony Harris (Charging Party) filed an unfair labor practice charge (Charge) with the Illinois Educational Labor Relations Board (IELRB or Board), alleging that the Proviso Township High School District 209 (Respondent or District) violated Sections 14(a) and 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) dismissing the charge. The Charging Party filed timely exceptions to the EDRDO, and the Respondent filed a response.

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.

III. Discussion

Harris's first exception is that the EDRDO failed to address the alleged violation of Section 14(b)(2) of the Act. Harris's November 12, 2025, Charge identified Sections 14(a)(1), (a)(3), (a)(5), and (b)(2) as the alleged statutory violations. In his Charge, Harris wrote, "see attached IELRB

Complaint of Anthony Harris" (Position Statement).[1] The Position Statement included a section titled "unfair labor practice violation," which sets forth alleged violations of Sections 14(a)(1), (a)(3), and (a)(5), along with supporting legal arguments. Aside from listing Section 14(b)(2) on the Charge form, Harris does not allege a violation of Section 14(b)(2) anywhere in his Position Statement.[2]

Section 14(b)(2) of the Act prohibits employee organizations, their agents or representatives, and educational employees from restraining or coercing an educational employer in the selection of his representative for the purposes of collective bargaining or the adjustment of grievances. 115 ILCS 5/14. This Section protects the right of educational employers to select their representatives for the purpose of collective bargaining or the adjustment of grievances. It does not confer rights on individual employees. *Chicago Board of Education*, 17 PERI 1032, IX-98, Case No. 2000-CA-0056-C, 2000-CB-0018-C (Executive Director's Recommended Decision and Order, November 13, 2000), exceptions stricken, 17 PERI 1055 (IELRB Opinion and Order, June 25, 2001). As a threshold concern, an individual employee does not have standing to file a Section 14(b)(2) charge. *Id.*

As an educational employee, Harris has the right to file a charge alleging a violation of Section 14(b) of the Act, but he does not have standing to file a Section 14(b)(2) charge. While Harris asserts in his exceptions that the EDRDO deprives him of the opportunity to pursue his theory that Section

[1] Although Harris referred to the document attached to his Charge as a "Complaint," the document more closely resembles a position statement and is more appropriately characterized as such, as only the Executive Director has the authority to issue a complaint.

[2] Harris did not provide any evidence or context for the alleged violation of Section 14(b)(2) outside of listing the alleged violation on the Charge form.

14(b)(2) of the Act was violated, Harris does not have standing and thus cannot establish a viable Section 14(b)(2) claim for the Board's review.

Harris's second exception is that the EDRDO misstated the facts and applied the incorrect legal framework to the *Weingarten* analysis.[3] In support of his argument, Harris asserted that the EDRDO mischaracterized the union conflict cited in his Position Statement as "unspecified," because the Position Statement specifically identifies the conflict. Harris's exception cited page three of the Position Statement to state that the alleged conflict centered on Harris's union representative filing a grievance and thereafter displayed animus toward him. A review of Harris's Position Statement is completely devoid of the citation made in the exception. Harris's Position Statement does not specify or elaborate on the general allegation of "conflict of interest" that he alleged in his exception.

Additionally, Harris argued that the EDRDO failed to apply the correct legal framework to his *Weingarten* allegation. Harris provided a citation to the Board's decision in *Evergreen Park* to support his argument that he should have been given a choice of a union representative. Case No. 2023-CA-0002-C (IELRB Opinion and Order, August 30, 2025). However, *Evergreen Park* is inapplicable here

[3] In *NLRB v. Weingarten. Inc*., 420 U.S. 251 (1975), the United States Supreme Court held that an employer's denial of an employee's request that a union representative be present at an investigatory interview which the employee reasonably believes might result in disciplinary action constitutes an unfair labor practice in violation of Section 8(a)(1) of the National Labor Relations Act (NLRA), 29 U.S.C. § § 151 et seq. The Board adopted this reasoning in *Summit Hill Council. Local No. 604, IFT-AFT/Summit Hill School District 161,* 4 PERI ¶1009 (IELRB 1987), wherein the Board held that an employee has a right to union representation when the following three circumstances exist: 1. the meeting between the employee and his superiors is investigatory; 2. the employee reasonably believes that disciplinary action may result;4 and 3. the employee requests union representation. See also, *Southwest Suburban Federation of Teachers. IFT/AFT/Gen. George S. Patton School District 133*, 10 PERI ¶1118, 1994 WL 16839705 (IELRB 1994): *City of Chicago (Department of Police),* 5 PERI ¶3025 (1989); *State of Illinois (Departments of Central Management Services and Employment Security)*, 4 PERI ¶2005 (IL SLRB 1988).

because it deals exclusively with bargaining unit members' choice of union representative and not the choice of private counsel, which is the case for Harris who waived his right to a union representative and sought private counsel. Moreover, there is nothing in the Position Statement to suggest that Harris asked for another union representative and was denied such request by the District. Therefore, Harris provided nothing in his exceptions to indicate the District's actions violated his *Weingarten* rights to warrant overturning the EDRDO.

Harris's third exception is that the EDRDO erred by dismissing the CBA timeline without analyzing a Section 14(a)(1) violation. Here, Harris does not except to the EDRDO dismissal of Section 14(a)(5) of the Act for lack of standing but instead asserts that the Executive Director should have analyzed the District's alleged CBA violations under Section 14(a)(1) of the Act. Section 14(a)(1) of the Act prohibits educational employers from interfering, restraining or coercing employees in the exercise of the rights guaranteed under the Act. 115 ILCS 5/14. Educational employers, their agents or representatives are prohibited from refusing to bargain collectively in good faith with an employee representative which is the exclusive representative of employees in an appropriate unit 115 ILCS 5/14(a)(5). Where an alleged violation of Sections 14(a)(1) and 14(a)(5) stem from the same conduct, the Section 14(a)(1) violation is said to be derivative of the section 14(a)(5) violation. *SPEED District 802 v. Warning*, 242 Ill.2d 92 (2011). The test to be applied is the one used to determine whether a Section 14(a)(5) violation occurred. *Id.*

Here, Harris's Section 14(a)(1) violation, as alleged in the Position Statement attached to his Charge, applied only to the *Weingarten* allegation and not to any alleged violations of the CBA. The EDRDO analyzed a violation of Section 14(a)(1) as it related to the test of the Section 14(a)(5)

violation. This new argument asserted by Harris, along with its supporting facts—that the District's alleged CBA violations constituted a violation of Section 14(a)(1)—is raised for the first time in the Exceptions. The Board has long held that evidence that was not submitted to the Executive Director during the investigation cannot be considered by the Board on appeal. *Chicago Teachers Union*, 39 PERI 117, Case No. 2022-CB-0005-C (IELRB Opinion and Order, May 10, 2023); *Lake Forest School District No. 67*, 22 PERI 32, Case Nos. 2005-CB-0003-C and 2005-CA-0008-C (IELRB Opinion and Order, February 21, 2006). Similarly, consideration of new facts not raised in the proceeding below shall not be reviewed for the first time on review by the Board. *Chicago Teachers Union (Day)*, 10 PERI 1008, Case No. 93-CB-0028-C (IELRB Opinion and Order, November 11, 1993). Consideration of newly presented facts would be prejudicial to the opposing party. *Fenton Community High School District 100*, 5 PERI 1004, Case No. 87-CA-0009-C (IELRB Opinion and Order, November 29, 1988); *Chicago Board of Education*, 6 PERI 1052, Case Nos. 90-CA-0012-C, 90-CA-0013-C (IELRB Opinion and Order, March 14, 1990); *North Chicago School District*, 7 PERI 1107, Case Nos. 91-CA-0040-C, 91-CB-0015-C (IELRB Opinion and Order, October 3, 1991); *Board of Governors of State Colleges and Universities*, 9 PERI 1052, Case No. 91-CA-0055-S (IELRB Opinion and Order, February 11, 1993). Therefore, Harris's failure to include this allegation as the basis for a separate Section 14(a)(1) violation does not warrant issuing a complaint on his behalf.

IV. Order

For the reasons discussed above, IT IS HEREBY ORDERED that the Executive Director's Recommended Decision and Order is affirmed.

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: June 17, 2026
Issued: June 17, 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
EDUCATIONAL LABOR RELATIONS BOARD

Anthony Harris, Charging Party, and Proviso Township High School District 209, Respondent.	)))))))))	Case No. 2026-CA-0029-C

EXECUTIVE DIRECTOR'S RECOMMENDED DECISION AND ORDER

I. THE UNFAIR LABOR PRACTICE CHARGE

On November 12, 2025, Charging Party Anthony Harris filed an unfair labor practice charge with the Illinois Educational Labor Relations Board (IELRB or Board), alleging that Respondent, Proviso Township High School District 209, violated Section 14(a) of the Illinois Educational Labor Relations Act, 115 ILCS 5/1, *et seq.* (2012), *as amended* (Act or IELRA). 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, Anthony Harris (Harris) was an educational employee within the meaning of Section 2(b) of the Act, employed by Proviso Township High School District 209 (District) in the job title or classification of full-time security officer. The District is an educational employer within the meaning of Section 2(a) of the Act and subject to the jurisdiction of the Board. The Proviso Support Staff Council of the West Suburban Teachers Union, Local 571, IFT-AFT, AFL-CIO (Union) is an employee 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 those in the job title or classification of full-time security officer. At all times material, the District and the Union were parties to a collective bargaining agreement (CBA) for the unit to which Harris belongs.

B. Facts Relevant to the Unfair Labor Practice Charge

On or about November 6, 2024, Harris was involved in an altercation with a student. Harris sustained an injury to his shoulder in the altercation. The student sustained injuries to his back and shoulder and had to be transported to the hospital. Following the altercation, Harris requested time off to recover from his injuries. His request was granted, and he was off work from November 6, 2024, through April 2025. The District scheduled an interview to discuss the incident with Harris on November 8, then rescheduled for November 12, but was unable to meet with Harris because he was out on leave. The District scheduled another meeting for April 8, and informed Harris that he would be entitled to one Union representative of his choice. Harris agreed to meet on April 8 if he was allowed to bring legal counsel in place of a Union representative. The District denied Harris's request for legal representation in lieu of Union representation because the April 8 meeting concerned disciplinary matters arising out of the November 6, 2024 altercation, not matters related to his worker's compensation claim or any other workplace safety issues. Harris declined Union representation, claiming unspecified prior conflicts with the Union, but proceeded with the interview as scheduled on April 8.

On May 2, 2025, the District informed Harris of the findings of its investigation. It found that his conduct violated (a) School Board Policy 5:120, which required that District employees "maintain high standards in their job performance, demonstrate integrity and honesty, be considerate and cooperative, and maintain professional and appropriate relationships with students, parents/guardians, staff members, and others," and (b) Policy 7:190, which prohibits the intentional infliction of bodily harm on students. Pursuant to these findings, a recommendation was made to the District's School Board at its May 13, 2025 meeting to terminate Harris's employment. The School Board adopted the recommendation and terminated Harris's employment effective May 15. Harris declined to file a grievance arising out of his termination, and did not avail himself of the opportunity to discuss the charges against him with the District's Superintendent prior to his termination.

Harris claims that the District's termination violated two provisions of the CBA. First, Article III, § 3.9.1 of the CBA requires that an investigation begin within 20 workdays of the date that it became aware of the incident. Second, he claims that the District violated Article III, § 3.9.2, which provides that the District must issue discipline in writing within five days of the conclusion of its investigation. He claims that the District's investigation concluded on April 8, 2025, when it conducted his interview, and did not issue discipline until May 2, 2025.

III. THE PARTIES' POSITIONS

Herein, Harris claims that the District violated Sections 14(a)(1), (3), and (5) of the Act when it refused to allow him to bring legal representation to the April 8 meeting, terminated him in retaliation for his request to bring legal counsel to that meeting, and violated the collective bargaining agreement with respect to the timeline of the investigation.

IV. DISCUSSION

For a complaint to issue, Harris 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). Harris claims that he was denied Weingarten rights, terminated because he desired legal counsel and for asserting his contractual and statutory rights, and refused to bargain with him in good faith by conducting its investigation into him in violation of the CBA.

His claim that he was denied Weingarten rights because he was denied his choice of legal representation at the April 8 investigatory interview appears to allege a violation of Section 14(a)(1) of the Act. 115 ILCS 5/14(a)(1). Section 14(a)(1) prohibits educational employers from interfering, restraining, or coercing employees in the exercise of rights guaranteed by Section 3 of the Act. Section 3 of the Act protects the right to organize, form, join, or assist in employee organizations, to engage in lawful concerted activities for the purposes of collective bargaining or other mutual aid or benefit, or to refuse to participate in any such activity. 115 ILCS 5/3(a).

Weingarten rights arise out of the United States Supreme Court decision in NLRB v. J. Weingarten, Inc. 420 U.S. 251 (1975). In that case, the Supreme Court held that an employer's denial of an employee's request for Union representation during an investigatory interview was an unfair labor practice in violation of Section 8(a)(1) of the National Labor Relations Act (NLRA), 29 U.S.C. §§ 151, *et seq.* Section 8(a)(1) of the NLRA makes it unlawful for an employer to interfere with, restrain, or coerce employees in the exercise of rights guaranteed by the NLRA.[1] The

[1] Section 14(a)(1) of the IELRA was modeled after Section 8(a)(1) of the NLRA.

IELRB extended Weingarten rights to educational employees. Summit Hill School Dist. 161, 4 PERI 1009 (IELRB Opinion and Order, December 1, 1987).

Here, the District offered Harris the right to a Union representative of his choosing. He declined and requested legal counsel instead. Neither the NLRB or the IELRB has ever extended Weingarten rights to such an extent as to require an employer to allow an employee to bring legal representation of his choosing at an investigatory interview that may lead to adverse workplace action. *See, e.g.,* Prairie State College, 22 PERI 51 (Executive Director's Recommended Decision and Order, April 20, 2006). Accordingly, no right exists under the Act for an educational employee to request that a private attorney represent him at an investigatory interview, and it is therefore not a violation of Harris's Weingarten rights for the District to deny this request. The District therefore did not violate Section 14(a)(1) of the Act by failing or refusing to allow Harris to bring his choice of legal representation to the April 8 meeting.

His next claim is that he was terminated in retaliation for requesting to bring legal representation to the April 8 meeting. He claims that this is a violation of Section 14(a)(3) of the Act, which prohibits educational employers from taking adverse action against an educational employee in order to encourage or discourage membership in an employee organization. 115 ILCS 14(a)(3). In order for a complaint to issue alleging retaliation in violation of Section 14(a)(3) of the Act, a charging party must demonstrate that (1) he was involved in union or other concerted activity, (2) his employer was aware of any such activity, and (3) adverse action was taken against him, in whole or in part, because of this activity. City of Burbank v. ISLRB, 128 Ill. 2d 335 (1989), Harden County Educ. Assn. v. IELRB, 174 Ill. App. 3d 168 (4th Dist. 1988).

As described above, Harris's request that he be allowed to bring legal counsel instead of Union representation does not constitute protected activity as defined by Section 3(a) of the Act. He also provides no other evidence of Union or other concerted activity. Harris's claim that he has a right to legal representation of his choosing at an investigatory interview that may lead to workplace discipline does not invoke any provision of a collective bargaining agreement, does not appear to have been made with or on behalf of any other fellow employees, and does not appear to be related to collective bargaining or any other form of mutual aid or benefit. Because he cannot demonstrate that he was involved in any protected or concerted activity, he cannot demonstrate that he was retaliated against in violation of Section 14(a)(3) of the Act.

Finally, Harris has no standing to claim a violation of Section 14(a)(5) of the Act. Section 14(a)(5) of the Act makes it unlawful for educational employers to refuse to bargain collectively in good faith with an employee organization that is the exclusive representative of educational employees in an appropriate bargaining unit. 115 ILCS 5/14(a)(5). Unfair labor practice charges alleging a violation of the duty to bargain in good faith can only be brought by the exclusive representative of the bargaining unit because the duty to bargain only exists between the educational employer and any such exclusive representative, not to employees belonging to a bargaining unit represented by an exclusive representative. 115 ILCS 5/10, Thornton Community College District 510, 4 PERI 1010 (IELRB Opinion and Order, December 1, 1987). Harris's 14(a)(5) claim appears to be predominately based on the District's alleged violations of the CBA, but claims arising out of violations of collective bargaining agreements are appropriately handled through the parties' grievance and arbitration procedures. Moraine Valley Community College, 2 PERI 1050 (IELRB Opinion and Order, March 18, 1996). Harris did not file a grievance in this matter, and claims

that his failure to do so was because he had conflicts with the Union that would have precluded the Union from protecting his contractual rights. Even if true, the existence of conflict between Harris and the Union does not create a duty on the part of the District to bargain with Harris pursuant to Section 10 of the Act because he still is not the exclusive representative of a bargaining unit.

For the reasons discussed above, Harris presented no issues of law or fact upon which a complaint for hearing may issue.

V. ORDER

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

VI. RIGHT TO EXCEPTIONS

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

Issued in Chicago, Illinois, this 13th day of March, 2026.

STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD

Ellen Maureen Strizak

Ellen Maureen Strizak
Interim Executive Director