STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD

Della Richards,	)	
	)	
Charging Party	)	
	)	
and	)	Case No. 2026-CB-0009-C
	)	
Chicago Teachers Union, Local 1, IFT-AFT, AFL-CIO,	)	
	)	
Respondent	)	

OPINION AND ORDER

I. Statement of the Case

On October 2, 2025, Della Richards (Richards or Charging Party) filed a charge with the Illinois Educational Labor Relations Board (Board or IELRB) in the above-captioned matter alleging that Chicago Teachers Union, Local 1, IFT-AFT, AFL-CIO (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 11, 2025, dismissing the charge. Richards filed timely exceptions to the EDRDO on December 25, 2025. The Union did not file a response to exceptions.

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

The Executive Director dismissed this charge, because (1) there was no evidence that the Union took any action against Richards in retaliation for her activities; (2) there was no evidence that any action taken by the Union was unlawfully motivated; and (3) Richards, as an individual, lacked standing to assert a violation of Section 14(b)(3) of the Act. Richards's exceptions do not address the dismissal of the violation of Section 14(b)(3) of the Act for lack of standing. The failure to except constitutes a waiver of her right to do so.

In her exceptions, Richards asserts that the Executive Director applied an incorrect legal standard for a duty of fair representation violation. She asserts that a union violates its duty of fair representation when it engages in arbitrary, perfunctory, or irrational conduct or acts in bad faith or without proper investigation. Because of this error and as detailed in her five exceptions, Richards argues that the Board should either reverse the EDRDO and issue a complaint for hearing or remand her charge for a new investigation by a different investigator.

In her first exception, Richards argues that the Executive Director failed to evaluate whether the Union's conduct was arbitrary or perfunctory when it refused to assign a new attorney in a tenured teacher dismissal proceeding and refused to process her grievances. She did not cite any legal authority in support of this standard; however, her argument likely flows from decisions applying the National Labor Relations Act (NLRA). *See Vaca v. Sipes*, U.S. 171, 177 (1967); *see also Air Line Pilots Ass'n, Intern. v. O'Neill*, 499 U.S. 65, 74 (1991). Unlike the NLRA, a violation of Section 14(b)(1) of the Act requires a finding of intentional misconduct. Section 14(b)(1) provides that employee organizations, their agents, or representatives are prohibited from

> restraining or coercing employees in the exercise of the rights guaranteed under this Act, provided that a labor organization or its agent 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. 115 ILCS 5/14(b)(1) [emphasis added].

Based on this language, this Board applies an intentional misconduct standard. Intentional misconduct requires "substantial evidence of fraud, deceitful action, or dishonest conduct" or "deliberate and severely hostile and irrational treatment." *Hoffman v. Lonza*, 658 F.2d 519, 522 (7th Cir. 1981).

Intentional misconduct consists of actions conducted in a deliberate and severely hostile manner, or fraud, deceitful action, or conduct. *Jones v. IELRB,* 272 Ill. App. 3d 612, 625-27 (1st Dist. 1995); *Univ. of Illinois at Urbana (Rochkes)*, 17 PERI 1054, Case Nos. 2000-CB-0006-S, 2001-CA-0007-S (IELRB, June 19, 2001). Intentional misconduct requires more than mere negligence or poor judgment. *Chicago Teachers Union (Oden)*, 10 PERI 1135, Case No. 94-CB-0015-C (IELRB, November 18, 1994); *North Riverside Educ. Ass'n, IEA-NEA (Callahan)*, 10 PERI 1062, Case No. 94-CB-0005-C (IELRB, March 29, 1994); *Rock Island Educ. Ass'n, IEA-NEA (Adams)*, 10 PERI 1045, Case No. 93-CB-0025-C (IELRB, February 28, 1994). Even gross negligence and incompetence do not establish intentional misconduct. *Rock Island*, 10 PERI 1045.

Based on the Seventh Circuit's holding in *Hoffman*, the charging party must establish that (1) the union's conduct was intentional and directed at the charging party; and (2) the conduct occurred because of and in retaliation for the charging party's past actions or protected status or animosity between the charging party and the union or its representative. *Jones*, 272 Ill. App. 3d at 625-27 (1st Dist. 1995); *Paxton-Buckley-Loda Educ. Ass'n v. IELRB*, 304 Ill. App. 3d 343, 349 (1st Dist. 1999); *see also Metropolitan Alliance of Police v. ISLRB*, 345 Ill. App. 3d 579, 588-89 (1st Dist. 2003).

Because a duty of fair representation charge requires a finding of intentional misconduct, the Executive Director did not err in failing to evaluate whether the Union's conduct was arbitrary or perfunctory. Moreover, even if the Executive Director found that the Union's conduct was arbitrary, that finding would be insufficient to sustain a complaint. Arbitrary or perfunctory conduct, as alleged by Richards, would point toward gross negligence or incompetence, at most. The charge still would be dismissed.

Further, a union possesses considerable discretion in handling grievances, and absent evidence of improper motivation, a union is not required to take all steps to achieve a desired result. *Rochkes*, 17 PERI 1054. A union is required to conduct a good faith investigation to determine the merits of a claim. *Id.* A union may consider the following factors when determining the merits of a claim: perceived merit of the complaint, likelihood that the union will prevail, the cost of pursuing the grievance, or the possible benefit to membership. *Jones*, 272 Ill. App. 3d 622-23.

Richards first raised her grievances with the Union in July 2025, more than two years after the Chicago Board of Education suspended her. The record and the EDRDO each show that the Union declined to pursue these grievances after weighing them against the *Jones* factors, specifically the likelihood of success against the merits of her grievances. In an August 2025 letter to Richards, the Union explained that because the grievances were unlikely to be successful, it would not file those grievances. The Union noted that the resolution of the grievances would be pre-empted by the result of the dismissal proceeding and indicated that some or all the requested grievances were untimely. Rather than an arbitrary decision, the record supports the EDRDO's conclusion that the Union made a good faith assessment of her claims weighed against the needs of the overall bargaining unit.

In her second exception, Richards argues that the Executive Director failed to address the withdrawal of Union-appointed attorney, the resulting conflict of interest, and refusal to assign a replacement attorney.

A union's duty of fair representation flows from its statutory role as the exclusive bargaining agent as defined in a collective bargaining agreement. *Jones*, 272 Ill. App. 3d at 619 (quoting *Air Line Pilots*, 499 U.S. at 74). Unlike the grievance process, teacher dismissal proceedings derive from the Illinois School Code and not the collective bargaining agreement. 105 ILCS 5/34-85. When the Union notified her that it would not assign a replacement attorney, it asserted that the decision came after weighing the *Jones* factors overall. *Jones*, 272 Ill. App. 3d at 622-23. A union does not abuse its discretion unless improperly motivated. *Id.* Richards does not identify any evidence showing improper motivation, nor does any evidence in the record show such motivation.

The record is silent on the circumstances of her attorney's decision to withdraw. However, Richards does not identify any evidence or law that would give the Board jurisdiction over her claims regarding the attorney's decision to withdraw. Similarly, her assertion that the withdrawal created an "actual conflict of interest" lacks evidentiary support in the record and in the exceptions. She asserts that the conflict existed without providing any additional detail as to what that conflict was.

In her third exception, Richards asserts that the Executive Director failed to address the evidence of retaliation and bad faith arising from the circumstances of the withdrawal. However, the Executive Director did address these allegations by finding no evidence. The Union declined to continue to aid Richards because it determined that balance of the *Jones* factors as a whole outweighed continued assistance. Further, the record does not support the allegation that the Union immediately withdrew representation after Richards raised concerns. Richards began requesting new representation, questioning her attorney's performance, and raising other concerns in September 2024. The Union ceased assisting her in August 2025, shortly after Richards's attorney withdrew. The record does not show evidence connecting the Union's decision to Richards's complaints.

In her fourth exception, Richards argues that the Executive Director failed to evaluate whether the Union's refusal to process her additional grievances was arbitrary. As discussed above, the Union weighed the

likelihood of success against the merits of her grievance and decided not to file the grievances. Rather than an arbitrary decision, the Union made a good faith assessment of her claims.

Richards' final exception is that the Executive Director failed to consider all of the facts before him. Specifically, she complains that the Union's statements were accepted without corroboration, that key facts were omitted, that unspecified conflicts were not addressed, and that the impact and harm to her from the proceedings were not addressed. The fact that the EDRDO does not recite all the details or facts contained in the documents that Richards submitted does not demonstrate that the Executive Director failed to consider her evidence. The Executive Director properly distilled what was relevant from those documents.

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: **March 18, 2026**
Issued: **March 18, 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

Della D. Richards, Charging Party and Chicago Teachers Union, Local 1, IFT-AFT, AFL-CIO, Respondent	)	Case No. 2026-CB-0009-C

EXECUTIVE DIRECTOR'S RECOMMENDED DECISION AND ORDER

I. THE UNFAIR LABOR PRACTICE CHARGE

On October 2, 2025, Charging Party, Della D. Richards, filed an unfair labor practice charge with the Illinois Educational Labor Relations Board (IELRB or Board) in the above-captioned case, alleging Respondent, Chicago Teachers Union, Local 1, IFT-AFT, AFL-CIO (Union), violated Section 14(b) of the Illinois Educational Labor Relations Act (Act), 115 ILCS 5/1, *et seq*. After an investigation conducted in accordance with Section 15 of the Act, the Executive Director issues this dismissal for the reasons set forth below.

II. INVESTIGATORY FACTS

A. Jurisdictional Facts

Richards is an educational employee within the meaning of Section 2(b) of the Act, employed by the Chicago Board of Education (CBE or Employer), in the title or classification of Counselor. Respondent 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 CBE's employees, including those in the title or classification of Counselor. At all times relevant, Richards was a member of the Union's bargaining unit. The CBE is an educational employer within the meaning of Section 2(a) of the Act and subject to the jurisdiction of the Board. The Employer and Union are parties to a collective bargaining agreement (CBA), for the unit to which Richards belongs.

B. Facts relevant to the unfair labor practice charge

The CBE has employed Richards for at least twenty-four years, most recently as a tenured teacher and school counselor, assigned to its Alex Haley Elementary Academy. On or about March 31, 2023, the CBE charged Richards with conduct unbecoming a CBE employee, specifically alleging she credibly threatened to kill the neighbors on one side of her home and through her threats and other actions, caused the family on the other side to move out of their home. In addition, the CBE charged Richards with providing false and/or deliberately misleading information, during her interview with its investigator. As a result of the charges the CBE brought against Richards, it placed her on suspension and notified her it would seek the termination of her employment.

The Union secured the services of an outside law firm to assist Richards in defending herself in the proceedings to remove her for cause as a teacher, under Section 34-85 of the Illinois School Code. 105 ILCS 5/34-85. Richards and the firm agreed its representation would only extend to the Illinois State Board of Education administrative dismissal proceeding, and not to any other legal matter or appeal related to her case, or arising out of her employment with the CBE. As Richards was a member of the bargaining unit, the Union agreed to pay the costs of her defense, listed in the agreement as the hearing officer's daily rate of $1200.00, the court reporter's fees, and attorneys' fees of $225.00 per hour. The agreement dated May 15, 2023, between Richards and the firm also noted both parties were free to terminate the representation agreement at any time.

On or about September 17, 2024, Richards emailed the Union, asking for the appointment of a different attorney to handle her dismissal proceeding. Therein, she listed several faults she perceived in the attorney then representing her, including the following: missed deadlines and filings, because a civil rights attorney informed her key deadlines related to whistleblower retaliation claims were not met; conflicts of interest, because the attorney then representing her ignored her concerns regarding the CBE's investigator's relationship with an "accuser" in her case; misleading advice and harm to reputation, because the attorney then representing her notified her she was obligated to notify the CBE of her employment, which apparently prevented her from obtaining another position as a teacher. In addition, Richards noted in November 2023, she had reluctantly agreed to a settlement offer from the CBE,

presented to her by the attorney then representing her, but despite this development, the CBE later added new charges to the dismissal case against her. Richards further explained due to this egregious mishandling of her case, she filed a formal complaint against the attorney then representing her, with the Illinois Attorney Registration and Disciplinary Commission, the disciplinary and licensing authority which oversees Illinois attorneys. It is unclear whether the Union responded to Richards' request, as on or about December 23, 2024, Richards again emailed the Union, asking for the appointment of another attorney to handle her dismissal proceeding. However, the Union did not provide Richards with another attorney.

On July 29, 2025, Richards wrote to the Union and the attorney representing her in her dismissal proceedings, requesting the Union file grievances on her behalf. Richards alleged she found multiple violations of the collective bargaining agreement between the Union and the CBE, and more specifically, violations of her professional rights, and breaches of due process, civil rights, and protections afforded her as a Union member. Later the same day, the attorney representing her in her dismissal proceedings sent her the forms necessary for her to complete, to file the grievances.

On or about August 25, 2025, the attorney representing Richards notified her and the Union, he could no longer represent her in her dismissal proceedings, citing a conflict of interest. It is unclear the precise nature of the conflict. Nonetheless, the attorney's withdrawal was in accordance with the representation agreement Richards signed on or about May 15, 2023. Both Richards and the attorney who was representing her, requested the Union obtain another attorney to continue her representation. On or about August 29, 2025, however, after considering the matter, the Union declined to provide Richards with another attorney, declined to pay for the cost associated with her then-upcoming hearing, and declined to process the grievances she filed in late July or early August 2025. The Union explained its reasoning to Richards as follows:

> In determining whether to provide a bargaining unit member with continuing legal assistance or pursue a grievance, the Union considers the probable outcome, the resources required to pursue the claims, the nature of the remedy requested, whether a reasonable settlement offer has been tendered, the working relationship with union-assigned staff and counsel, and when compared to the costs of

litigation, whether a favorable outcome would have a significant positive effect on the bargaining unit as a whole. At this point, the Union has determined the balance of these factors weighs against providing continued legal representation in your dismissal case and pursuing grievances on the matters you have raised.

Tenured teacher dismissal cases arise under the Illinois School Code, not the [Union-CBE] collective bargaining agreement, and the Union is not the exclusive representative in such proceedings. As such, tenured teachers facing dismissal proceedings, such as yourself, are free to hire private counsel or to represent themselves. The grievances you have requested to be filed all overlap with your dismissal case, such that their resolution would be pre-empted by the outcome of that case, and/or would be time-barred at this point.

The instant charge followed.

III. THE PARTIES' POSITIONS

Herein, Richards contends the Union violated 14(b)(1) of the Act in that it failed to properly represent her in connection with the dismissal proceeding against her, and further, violated 14(b)(3) of the Act in that it retaliated against her for engaging in protected activity. Respondent Union denies its actions in this matter were unlawful, and further denies it treated Richards any differently than similarly situated bargaining unit members. It asserts it thoroughly evaluated Richards' claims, determined the best course of action in pursuing them, and competently followed that course of action. The Union contends it provided Richard skilled representation and ensured her rights were protected. The Union asserts Richards' charge is without merit.

IV. DISCUSSION AND ANALYSIS

A. The alleged 14(b)(1) violation

Section 14(b)(1) of the Act provides as follows:

> (b) Employee organizations, their agents or representatives or educational employees are prohibited from:
>
> (l) restraining 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. [Emphasis added.]

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, a charging party must establish the union's conduct was intentional and directed at charging party, and secondly, the union's intentional action occurred because of and in retaliation for charging party's past actions, or because of charging party's status (such as his or her race, gender, or national origin), or because of animosity between charging party and the union's representatives (such as that based on personal conflict or charging party's dissident union support). The Board's use of this standard, based on Hoffman v. Lonza, Inc., 658 F.2d 519 (7th Cir. 1981), was affirmed by the Illinois Appellate Court in Paxton-Buckley-Loda Education Association v. IELRB, 304 Ill. App. 3d 343, 710 N.E.2d 538 (4th Dist. 1999), aff'g Paxton-Buckley-Loda Education Association (Nuss), 13 PERI ¶1114 (IELRB 1997). See also, Metropolitan Alliance of Police v. State of Illinois Labor Relations Board, 345 Ill. App. 3d 579, 588-89, 803 N.E.2d 119, 125-26 (1st Dist. 2003).

In this case, there is no evidence Respondent Union intentionally took any action either to retaliate against Richards or due to her status. Moreover, Richards made no showing she was treated differently from other similarly situated employees, or the Union's decisions in connection with any aspect of her circumstances, were based on something other than a good faith assessment of the bargaining unit's priorities, or the best interests of its membership as a whole. In its email to Richards on or about August 29, 2025, the Union specifically cited these factors in its calculus to determine it would no longer fund her dismissal proceeding or further process her then-recently filed grievances. Likewise, the evidence plainly indicates the Union was responsive to Richards' concerns and assisted her as much as possible but was simply unable to achieve the outcome she desired. Moreover, given tenured teacher dismissal proceedings are governed by the Illinois School Code, rather than the collective bargaining agreement between the CBE and the Union, the duty of fair representation likely does not extend to such proceedings.

The conduct herein, complained of by Richards, is not unlawful, at least under the circumstances of this case. The exclusive representative has a wide range of discretion in representing the bargaining unit, and as the Board has previously held, a union's failure to take all the steps it might have taken to achieve the results desired by a particular employee does not violate the Act, unless as noted above, the

union's conduct appears to have been motivated by vindictiveness, discrimination, or enmity. Jones v. Illinois Educational Labor Relations Board, 272 Ill. App. 3d 612, 650 N.E.2d 1092, 11 PERI ¶4010 (1st Dist. 1995). As there is no evidence indicating the Union was so motivated, Richards' 14(b)(1) claim is without merit.

B. The alleged 14(b)(3) violation

Richards next alleges the conduct complained-of herein was a breach of 14(b)(3) of the Act, which prohibits employee organizations from refusing to bargain collectively in good faith if they have been designated as the exclusive representative of employees in an appropriate unit. The language of Section 14(b)(3) "essentially parallels" the language of Section 14(a)(5) of the Act. Brookfield-LaGrange Park School Dist. 95/Teachers Association of Brookfield-LaGrange Park, IEA-NEA, 3 PERI ¶1117, 1987 WL 1435217 (IELRB 1987).

An individual employee may not bring an action regarding the breach of the duty to bargain in good faith, and thus, Richards does not have standing to file a charge under 14(b)(3). Priestly/Teamsters, Local 726, 13 PERI ¶1112, fn. 1, 1997 WL 34820253, fn. 1, (IL ELRB 1997); Basil C. Halkides, *et al.*/Thornton Community College Dist. 510, 4 PERI ¶1010, 1987 WL 1435331 (IL ELRB 1987); Teachers Action Caucus, *et al.*/Chicago Board of Education, 2 PERI ¶1040, 1986 WL 1234515 (IL ELRB 1986)(individuals lack standing to file bargaining charges). Section 14(b)(3) concerns the bilateral or mutual obligations of employers and labor organizations to bargain in good faith. These duties extend only to the particular employer and exclusive representative, and therefore, correspondingly, an action concerning such obligations may only be brought by the particular employer and exclusive representative, not by an individual employee. Priestly, 13 PERI ¶1112, fn. 1, 1997 WL 34820253, fn. 1; Teachers Action Caucus, 2 PERI ¶1040, 1986 WL 1234515. Thus, even if Richards presented facts relating to a violation of Section 14(b)(3), she lacks standing to pursue such a claim.

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), 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 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, 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 1120.30(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 11th Day of December 2025.

STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD

Victor E. Blackwell
Executive Director