STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD

DPS 61 Teamster Unit (Jacob Hunt, Terry Holloway, and Brad Dalton)	)	
Charging Party	)	
and	)	Case No. 2026-CB-0010-C
Teamsters Local 916,	)	
Respondent	)	

OPINION AND ORDER

I. Statement of the Case

On October 16, 2025, Jacob Hunt, Terry Holloway, and Brad Dalton (Charging Parties) filed a charge with the Illinois Educational Labor Relations Board (Board or IELRB) in the above-captioned matter alleging that Teamsters Local 916 (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 24, 2025, dismissing the charge. Charging Party Hunt (Hunt) filed timely exceptions to the EDRDO on December 24, 2025, and the Union filed a timely response to exceptions on January 7, 2026.

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 Charging Parties' charge alleged the Union violated Section 14(b)(1) of the Act by failing to follow required internal procedures, halting grievance and bargaining activity, misrepresenting its procedural requirements, failing to respond to the Bargaining Unit's (Unit) demand for action in a timely manner, and refusing to transmit the Unit's proposals to the employer. After reviewing the

evidence and arguments, the Executive Director found that the Charging Parties failed to raise an issue of law or fact for a complaint to issue and dismissed the charge.

Section 14(b)(1) of the IELRA prohibits labor organizations or their agents from "[r]estraining or coercing employees in the exercise of the rights guaranteed under this Act, provided that a labor organization or its agents shall commit an unfair labor practice under this paragraph in duty of fair representation cases only by intentional misconduct in representing employees under this Act." Intentional misconduct consists of deliberate and severely hostile and irrational conduct, or fraud, deceitful actions or dishonest conduct. *Paxton-Buckley-Loda Education Ass'n v. IELRB*, 304 Ill.App.3d 343 (4th Dist. 1999); see *Norman Jones v. Illinois Educational Labor Relations*, 272 Ill.App.3d 612 (1st Dist. 1995). Thus, intentional misconduct is more than mere negligence or the exercise of poor judgment. *Chicago Teachers Union*, 10 PERI 1135, Case No. 94-CB-0015-C (IELRB Opinion and Order, November 18, 1994); *NEA, IEA, North Riverside Education Ass'n (Callahan)*, 10 PERI 1062, Case No. 94-CB-0005-C (IELRB Opinion and Order, March 29, 1994). Even gross negligence and incompetence does not satisfy the statutory prerequisite of intentional misconduct. *NEA, IEA, Rock Island Education Ass'n (Adams)*, 10 PERI 1045, Case No. 93-CB-0025-C (IELRB Opinion and Order, February 28, 1994).

Hunt's first exception is that the EDRDO misapplied the intentional misconduct standard set forth in Section 14(b)(1) by "treating deliberate, coercive withholding of representation as protected discretion." Hunt offered no context or legal argument as to what constitutes protected discretion, other than asserting that the Union's offer to withdraw its disclaimer of interest petition in exchange for withdrawal of the instant charge amounts to coercion and retaliation. In this case, there is no

evidence to support Hunt's assertion that the Union's offer to withdraw the disclaimer of interest petition in exchange for withdrawal of the instant charge amounts to intentional misconduct. Moreover, this allegation is not the basis of the unfair labor practice charge and was raised for the first time in the filing of exceptions.[1]

Here, the Union filed its disclaimer of interest (DI) petition on October 10, 2025, and six days later, the Charging Parties filed the unfair labor practice charge in this matter. Following the filing of the instant charge, the Union reached out to the Charging Parties to engage in settlement discussions. Hunt now asserts that this conduct constitutes intentional misconduct; however, the Union should not be disadvantaged for engaging in settlement efforts, nor prejudiced by the introduction of a new allegation at this stage. In fact, 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,

[1] The charge in this matter alleged that the Union violated Section 14(b)(1) by: 1. Failing to schedule proposal authorization meetings as it claims is required by Section 27(A) and (C) of its bylaws; 2. By placing all grievances and bargaining sessions on hold as of September 15, 2025; 3. By misrepresenting its procedural requirements by stating that Section 27 meetings were informal; 4. By failing to respond to the Unit's "Demand for Action" letter within the bargaining unit's preferred timeframe, and; 5. By claiming that the Union failed or refused to transmit the Unit's proposal packet to the employer.

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, Hunt's failure to include this allegation as the basis for intentional misconduct does not warrant issuing a complaint on his behalf.

Hunt's second exception is that the EDRDO wrongly concluded that there was no adverse impact on terms and conditions of employment when the Union decided to hold representation matters in abeyance. Here, Hunt asserted that there is evidence supporting an inference that the Union deliberately withheld representational services but does not identify which evidence he is referring to. For a complaint to issue, Hunt must put forth more than a mere inference that the Union violated the Act and must "demonstrate that sufficient evidence exists to support a finding that the Act has been violated." *Lake Zurich*, 1 PERI 1031 (IELRB Opinion and Order, Nov. 30, 1984).

As the exclusive representative for the bargaining unit, the Union maintains a wide range of discretion. *Jones*, 272 Ill. App. 3d 612, 650 (1st Dist. 1995). 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. *Id*. Citing *Jones*, page three of the EDRDO addressed the Union's decision

not to process grievances, exchange bargaining proposals, or hold matters in abeyance pending a meeting with the Union membership. That decision ultimately resulted in the filing of the Union's DI petition and a request to the Employer to maintain the status quo. Hunt provided nothing in his exceptions to indicate that the Union's actions were outside of that discretion so as to warrant overturning the EDRDO.

Hunt's third exception is that the EDRDO erred in finding that the Charging Parties' filing of this charge delayed bargaining and the processing of grievances because it resulted in a blocking charge. The purpose of a blocking action is to prevent improper conduct from interfering with employees' free choice in an election and to protect the charging party from alleged unfair labor practices that could adversely affect the election, thereby preserving the statutory conditions necessary for a fair vote. *Bartonville School District No. 66*, 1 PERI ¶ 1120, Case No. 84-RC-0179-C (1985). Here, shortly after taking a pause in collective bargaining negotiations the Union initiated its disclaimer of interest petition on October 10, 2025. Following the petition, the Charging Parties filed the instant unfair labor practice charge on October 16 and a representation petition (RC) on October 20. On October 27, the Board initiated a blocking charge thus putting the DI and RC petitions on hold pending the resolution of this charge. Hunt's assertion that the Charging Parties caused no delay in the bargaining process is incorrect because the filing of the charge placed both petitions on hold, thereby delaying the Charging Parties' potential ability to obtain new representation and to bargain and process their own grievances. Hunt's exceptions address what he alleges are errors in the Board's processing of the block. Even if true, the procedural processing of the block does not support a

finding that the Union engaged in intentional misconduct and would still result in his charge being dismissed.

Hunt's fourth and final exception is that the EDRDO erred by treating internal Union bylaws as matters beyond the IELRB's jurisdiction when those bylaws concern the denial of member representation. Hunt contends that the denial of a special meeting with the Union president based on the Union president's interpretation of the Union's bylaws resulted in the members being denied the processing of grievances and the benefits of bargaining. Moreover, the Act does not provide for, or otherwise require that a union adhere to its constitution and bylaws. *Washington/East St. Louis Federation of Teachers, Local 1220, IFT-AFT*, 4 PERI ¶ 1132, 1988 WL 1588608 (IL ELRB 1988) (to establish a violation of Section 14(b)(1) of the Act, a complainant must identify rights under the Act which have been the subject of restraint or coercion by a labor organization and must show the right to engage in or to refrain from engaging in union or protected concerted activity has been affected). This dispute over the interpretation of the Union's bylaws concerning membership meetings does not involve a duty of fair representation; rather it concerns internal Union matters which the Board does not have within its jurisdiction to remedy.

Hunt raised nothing in his exceptions to upset the Executive Director's dismissal of the charge.

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

Illinois Educational Labor Relations Board
160 North LaSalle Street, Suite N–400, Chicago, Illinois 60601 Tel. 312.793.3170
4500 S 6th Street Frontage Rd E, Springfield, IL 62703 Tel. 217.782.9068
elrb.mail@illinois.gov

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EXECUTIVE DIRECTOR'S RECOMMENDED DECISION AND ORDER

I. THE UNFAIR LABOR PRACTICE CHARGE

On October 16, 2025, Charging Party DPS 61 Teamster Unit (Jacob Hunt, Terry Holloway, and Brad Dalton) filed an unfair labor practice charge with the Illinois Educational Labor Relations Board (IELRB or Board) in the above captioned case, alleging that Respondent, Teamsters Local 916, violated Section 14(b) of the Illinois Educational Labor Relations Act (Act), 115 ILCS 5/1, *et seq.* (2012), *as amended.* 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, the members of the DPS 61 Teamster Unit (Unit), Jacob Hunt, Terry Holloway, and Brad Dalton, were educational employees within the meaning of Section 2(b) of the Act, employed by Decatur Public Schools District 61 (District). The District is an educational employer within the meaning of Section 2(a) of the Act and subject to the jurisdiction of the Board. Teamsters Local 916 (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 unit comprised of Hunt, Holloway, and Dalton.

B. Facts Relevant to the Unfair Labor Practice Charge

On September 10, 2025, the Unit sent a message to the Union, asking for a Special Meeting pursuant to Section 19(B) of the Union's bylaws, which states that 20% of the Union membership may request a meeting with the Union President. The Unit requested the Special Meeting to discuss bargaining proposals, which it claims it was denied the right to do in contravention of Section 27(A) of the Union's bylaws, which states that "[w]henever a collective bargaining agreement is about to be negotiated, modified or extended at the request of this Local Union, the President shall call a meeting at which the membership shall determine and authorize the bargaining demands to be made." In response to this demand, the Union allegedly paused bargaining and processing of grievances until a meeting could be held. Members of the Unit provide no evidence that they were harmed, prejudiced, or lost any rights protected by the Act because of the pause in bargaining or grievance processing.

The Union's President, JP Fyans, responded on September 18, clarifying that to demand a Special Meeting, the Unit would have to have the signatures of at least 20% of the entire Union membership, requiring over 800 additional signatures, not just of the Unit. The Union's response went on to clarify that meetings held pursuant to Section 27(A) of the Union's bylaws were proposal meetings, intended for the President or their designee to review and authorize bargaining demands, not formal meetings. Despite not meeting the 20% threshold, Fyans stated that he looked forward to meeting with the Unit and would arrange a time to meet with the Unit's Business Agent, John Berry.

On September 23, the Unit sent a response in which it renewed its demand for a meeting pursuant to Section 27(A) and stated that the Union did not meet with the Unit before beginning negotiations with the District. Fyans responded on September 30, detailing meetings that occurred with members of the Unit. According to Fyans's September 30 letter, all three members of the Unit met for proposal meetings on May 6 and May 23, 2025, and were present for bargaining sessions on July 14, July 31, and August 26. The Union also held additional meetings with members of the Unit on June 10, June 27, July 28, and August 25. Fyans concluded his letter by stating that he would be available to meet on October 24.

On October 7, 2025, members of the Unit sent a letter titled "Demand for Action" to the Union President, JP Fyans, Secretary-Treasurer Dave Rush, and Business Agent John Berry, demanding to hold a meeting to discuss bargaining proposals. The Unit claims that this letter follows up on several similar messages, first sent on September 10, 2025. In response to that message, the Union apparently told members of the Unit that it was placing all bargaining sessions and grievance matters for the unit on hold until the meeting could be held. The October 7 letter stated that, because the Union had not held this required meeting with the Unit, that they held their own meeting and agreed on proposals to submit to the employer. The letter concludes by demanding that the Union submit its proposals to the employer within 5 days, and that if it did not do so, the Unit would submit the proposals themselves and file an unfair labor practice charge with the IELRB.

On October 10, 2025, the Union filed a petition, IELRB Case No. 2026-DI-0003-C, seeking to disclaim interest in the Unit. The Unit emailed the District on October 16, seeking to ensure that the District would maintain the status quo while the petition was pending. On October 20, 2025, the Unit filed a petition, 2026-RC-0002-C, seeking to form its own union in the event that the Union's disclaimer was granted. On October 27, 2025, the Board Agent investigating these petitions for the Board implemented a block on the two petitions pending the outcome of this unfair labor practice charge.

III. THE PARTIES' POSITIONS

Herein, the Unit alleges that the Union's conduct violates its duty of fair representation pursuant to Section 14(b)(1) of the IELRA. The Union denies that the complained-of conduct violates the Act.

IV. DISCUSSION

For a complaint to issue, a Charging Party must demonstrate that sufficient evidence exists to support a finding that the Act has been violated should that evidence not be rebutted at hearing. Lake Zurich, 1 PERI 1031 (IELRB Opinion and Order, November 30, 1984). For the Charging Parties to

demonstrate that such evidence exists, they must show that the Union breached its duty of fair representation through intentional misconduct, pursuant to Section 14(b)(1) of the Act. 115 ILCS 5/14(b)(1) (2022). To show that the Union committed intentional misconduct, the Charging Parties must identify a right or rights that he has been restrained or coerced from exercising, and demonstrate that the Union acted in a fraudulent, deceitful, or deliberately hostile manner and that the alleged misconduct (1) was aimed at the Charging Parties, and (2) occurred because of one's status (race, gender, national origin, etc.) or because of animosity between one or more of the Charging Parties and the Union (such as that based on past support for dissident unions or personal conflict). Paxton-Buckley-Loda Education Association v. IELRB, 304 Ill. App. 3d 343 (4th Dist. 1999); Metropolitan Alliance of Police v. ILRB, 345 Ill. App. 3d 579, 589 (1st Dist. 2003). The rights in question are defined in Section 3(a) of the Act, which grants educational employees the right to organize, form, join, or assist in employee organizations or to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection or to refrain from engaging in any or all such activity.

The Unit's charge alleges that the Union violated Section 14(b)(1) by failing to schedule proposal authorization meetings as it claims is required by Section 27(A) and (C) of its bylaws, by placing all grievances and bargaining sessions on hold as of September 15, 2025, misrepresenting its procedural requirements by stating that Section 27 meetings were informal, failing to respond to the Unit's "Demand for Action" letter within the Unit's preferred timeframe, and claiming that the Union failed or refused to transmit the Unit's proposal packet to the employer.

As it relates to grievance processing and collective bargaining, the Unit's claims fail because its members cannot demonstrate that the Union took action that affected them adversely, or that any such action constituted intentional misconduct. A union has a wide range of discretion in representation matters and may consider factors such as but not limited to the perceived merit of the complaint, the likelihood of success in any action based on the complaint, the cost of prosecuting such an action, and the possible benefit to the membership as a whole. Jones v. IELRB, 272 Ill. App. 3d 612, 622-23 (1st Dist. 1995). The Unit clearly disagrees with the Union's decision to hold representation matters in abeyance while its disclaimer petition is pending but also offers no evidence that the Union's decision to do so has negatively impacted the terms or conditions of employment for any Unit member or was based on any impermissible factors. Instead, the decision to not process the grievances or continue exchanging bargaining proposals with the employer was initially intended to be temporary, pending the outcome of a meeting between the Union President and the Unit membership, and only became permanent once the Union decided to disclaim interest in the Unit. Even so, the Unit subsequently filed a petition to represent itself, which would have allowed it to continue processing the grievances and make its own bargaining proposals as it attempted to do. The Union then offered to withdraw its disclaimer and support the Unit's petition. All of this is squarely within the Union's discretion to make decisions on representation matters. To the extent that the Union's decision to disclaim interest in the Unit has delayed bargaining and the processing of grievances, it is because of the Unit's choice to file and pursue this charge, subsequently blocking the Union's disclaimer

and its own representation petition, that is causing the delay. Once the Unit's petition has been processed, presuming that the Unit's petition is granted, it would become the exclusive representative and could begin bargaining and processing grievances with the employer. The Unit has no authority to insist that the Union handle bargaining proposals, grievances, or other representation matters in its preferred manner, as long as there is no evidence that the Union's decisions constitute intentional misconduct.

Likewise, questions concerning the interpretation and implementation of Union bylaws are internal Union matters over which the IELRB has no jurisdiction unless there is an impact on the terms and conditions of employment. For example, in Washington and East St. Louis Federation of Teachers, Local 1220, IFT-AFT, 4 PERI 1132 (IELRB Opinion and Order, September 12, 1988), the IELRB declined to involve itself in a dispute wherein a Union member was expelled from her union because she had an altercation with the union president and wanted to run against him in an upcoming election. In that case, the IELRB held that, unless there is an impact on or nexus to an employee's employment conditions, a union's conduct with respect to its internal matters cannot violate the Act. Similarly, here, the members of the Unit have not shown that its concerns over how the Union interprets its bylaws have had any bearing on the terms or conditions of their employment, and do not provide evidence that demonstrates that any action taken by the Union with respect to its bylaws had any such effect or would tend to have any such effect in the future.

There is, therefore, no issue of law or fact upon which a complaint for hearing may issue.

V. ORDER

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

VI. RIGHT TO EXCEPTIONS

In accordance with Section 1120.30(c) of the Board's Rules and Regulations (Rules), 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 24th day of December 2025.

STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD

Victor E. Blackwell
Executive Director