

STATE OF ILLINOIS
ILLINOIS EDUCATIONAL LABOR RELATIONS BOARD

Gissele Drpich,)	
)	
Complainant)	
)	
and)	Case No. 2026-CB-0015-C
)	
Mundelein Educational Ass'n, IEA-NEA,)	
)	
Respondent)	
)	

OPINION AND ORDER

I. Statement of the Case

On December 1, 2025, Gissele Drpich (Drpich or Charging Party) filed a charge with the Illinois Educational Labor Relations Board (Board or IELRB) in the above-captioned matter, alleging Mundelein Educational Association, IEA-NEA (Union or Respondent), committed unfair labor practices within the meaning of Section 14(b) of the Illinois Educational Labor Relations Act (Act or IELRA), 115 ILCS 5/1, *et seq.* Following an investigation, the Board's Executive Director issued a Recommended Decision and Order (EDRDO) on March 11, 2026, dismissing the charge. Drpich filed timely exceptions to the EDRDO on March 25, 2026, and the Union filed a timely response thereto.

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

In her charge, Drpich argued the Union violated Section 14(b)(1), (2), and (4) of the Act, asserting it failed to fairly represent her in the processing of her two grievances, it restrained and coerced her in the exercise of her rights, and it attempted to cause the District to discriminate against her. At the outset, however, Drpich's challenge to any actions of the Union prior to June 1, 2025, was untimely filed. Pursuant to Section 15 of the Act—no order shall issue based upon any unfair labor practice occurring more than six months prior to the

filing with the Board, of the charge alleging the unfair labor practice—well-established case law provides the six month limitations period begins to run when the person aggrieved by the alleged unlawful conduct either has knowledge of it, or reasonably should have known of it. Jones v. Illinois Educational Labor Relations Board, 272 Ill. App. 3d 612, 650 N.E.2d 1092, 11 PERI ¶4010 (1st Dist. 1995); Charleston Community Unit School District No. 1 v. Illinois Educational Labor Relations Board, 203 Ill. App. 3d 619, 561 N.E.2d 331, 7 PERI ¶4001 (4th Dist. 1990); Wapella Education Association v. Illinois Educational Labor Relations Board, 177 Ill. App. 3d 153, 531 N.E.2d 1371 (4th Dist. 1988). Drpich filed her charge on December 1, 2025, and the date six months prior to her filing was June 1, 2025. Based thereon, the alleged unlawful conduct Drpich knew of before June 1, 2025, nearly the entirety of the conduct in her charge she claimed was prohibited, was untimely filed.

As to the remainder of Drpich's charge, although timely, it is without merit. Looking to the established standard, based on Hoffman v. Lonza, Inc., 658 F.2d 519 (7th Cir. 1981), affirmed by the Illinois Appellate Court in Paxton-Buckley-Loda Education Association v. Illinois Educational Labor Relations Board, 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), to determine whether a union has committed intentional misconduct within the meaning of Section 14(b)(1), a charging party must establish the union's complained-of 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).

Herein, however, there was no evidence the Union intentionally took any action either designed to retaliate against Drpich or due to her status. Moreover, Drpich made no showing she was treated differently from other similarly situated employees, or the manner in which the Union addressed her concerns was based on something other than a good faith assessment of the merits of her claims, the bargaining unit's priorities, or the best interests of its membership as a whole. Instead, the Union met and communicated with Drpich regarding her 2024-2025 evaluation and the termination of her employment, thoroughly evaluated her claims, and

drafted two grievances addressing her concerns. Likewise, the Union thoroughly examined the feasibility of arbitrating Drpich's termination grievance, but concluded there was no possibility of success by that route. Drpich was dissatisfied with the results obtained by the Union, rejecting anything less than an offer of full re-employment and tenure by the District. Yet, the exclusive representative has a wide range of discretion in representing the bargaining unit, and 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 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 in this case there was no evidence the Union was so motivated, Drpich's duty of fair representation claim is meritless.

Drpich further claimed the Union violated 14(b)(2) of the Act, which prohibits "[r]estraining or coercing an educational employer in the selection of his representative for the purposes of collective bargaining or the adjustment of grievances." By its terms, 14(b)(2) protects the right of educational employers to select their representatives for the purpose of collective bargaining or the adjustment of grievances; it confers no rights on individual employees. Delisa Ibrahim-Smith/Cook County College Teachers Union, Local 1600, IFT-AFT, AFL-CIO, 37 PERI ¶50, 2020 WL 6822401 (IL ELRB 2020). Drpich, as an individual, lacked standing to bring a claim under 14(b)(2), and thus, failed to present grounds upon which to issue a complaint for hearing.

Drpich lastly claimed the Union violated 14(b)(4) of the Act, which prohibits unions and others from "[v]iolating any of the rules and regulations promulgated by the Board regulating the conduct of representation elections." However, none of Drpich's claims, timely or not, concerned representation elections or the rules governing such, and thus, she failed to present grounds upon which to issue a complaint for hearing.

In her exceptions, Drpich made several arguments primarily to the manner in which the Executive Director handled her charge.¹ Drpich asserted the Executive Director's

¹With her exceptions, Drpich submitted the following exhibits, none of which were filed by either party at any point prior thereto in this case: 1a; 1b; 1d; 1e; 1f; 9d; and 13a. As these exhibits were not considered in the investigative stage, it is inappropriate to consider them on appeal.

determination all claims prior to June 1, 2025 were untimely filed, was overbroad and improperly excluded critical evidence. As an initial matter, there is no error in the law, as cited or applied, by the Executive Director—her analysis comports with longstanding, settled law in this area. In support of her exception, Drpich claimed she had no way of knowing her rights were being violated at the time of the earliest acts, those between February 28 and June 1, 2025; however, she misapprehends the law. The limitations period begins when the alleged unfair labor practice transpired, rather than when charging party arrives at an understanding of the legal consequence of such action. Wapella Education Association v. Illinois Educational Labor Relations Board, 177 Ill. App. 3d 153, 531 N.E.2d 1371 (4th Dist. 1988). To do otherwise, would eliminate the Act's statute of limitations. Moore v. Illinois State Labor Relations Board, 206 Ill. App. 3d 327, 336, 564 N.E.2d 213, 218-219 (4th Dist. 1990)(to allow "the extension of the limitations period until an aggrieved person learns the legal significance of actions would extend the period indefinitely").

Drpich next argued the limitations period should not apply herein, as the local Union president controlled the grievance process and actively prevented her from knowing her rights and the truth about her case. Whatever merit such an argument might have is swept away by a factual record in which there is absolutely no evidence any Union agent worked to conceal information from Drpich, or otherwise deceive her in any way. To the contrary, the record demonstrates the Union's officers and agents worked to assist Drpich, drafting grievances for her, interceding with District administration on her behalf, and leveraging the Union's authority to threaten a grievance against the District, challenging procedural violations surrounding Drpich's evaluation grievance. Lastly, even if Drpich's claim with regard to the Union's actions between February 28 and June 1, 2025 was timely filed, there is no evidence the Union engaged in conduct which would constitute a violation of the Act.

Drpich argued the Executive Director misapplied the legal standard and failed to properly weigh the evidence, contending the Act does not grant unions discretion to threaten members, withhold basic information about their rights, or direct members to not seek outside assistance—instead, these actions are the severely hostile conduct the Act prohibits. Drpich further argued the Union failed to consider her identity as a Latina educator whose primary languages are not English, when at the March 21, 2025 committee meeting, she made a

request to have her husband present to assist her, but the Union denied it, citing confidentiality of the process. Drpich contends this incident reflects arbitrary and discriminatory treatment based on her status as a non-native English speaker.

Initially, it is important to note there is no evidence the Union threatened Drpich, intentionally withheld basic information regarding her rights, or directed her to not seek outside assistance. Drpich's argument mischaracterizes facts. Likewise, there was no evidence of animosity by the Union against Drpich. Similarly, there was no evidence Respondent Union intentionally took any action either designed to retaliate against Drpich or due to her status. Drpich claims her request to have her husband present to assist her at the March 21 committee meeting, which was denied by the Union, illustrates discriminatory treatment based on her status as a non-native English speaker. Again, the facts do not support Drpich's claim. There is no evidence Drpich requested or needed the Union to accommodate her due to difficulty with speaking or understanding English, nor is there evidence if such an accommodation was necessary, the Union either knew this or was informed of it by Drpich. Moreover, as noted above, Drpich made no showing she was treated differently from other similarly situated employees, or the manner in which the Union addressed her concerns was based on something other than a good faith assessment of the merits of her claims, the bargaining unit's priorities, or the best interests of its membership as a whole. Drpich was displeased by the Union's failure to represent her interests in the manner to which she believed she was entitled, expecting it should have battled the District until it gave her a tenured position, for as she admitted, nothing less would have satisfied her.

Drpich also excepted to what she asserted was the Executive Director's decision to mischaracterize or ignore three key facts: her first grievance was not fully resolved; the local Union president's direction to not contact the IEA Uniserv Director was not a permissible internal matter; and the local Union president's conflict of interest was real, ongoing, and undisclosed to her. As to the first of the three, although time-barred as a claim, contrary to Drpich's assertion of error, the Union in fact achieved the requested remedy in her first grievance.

As to the second of the three, although again, time-barred as a claim, Drpich contended the local Union president's demand in late February or early March 2025, to refrain from

contacting the IEA Uniserv Director, is not an internal union matter beyond the reach of the duty of fair representation. Drpich cited no law in support of her assertion, and none appears to exist. To the contrary, the Act does not provide for or require unions to allow bargaining unit members to choose whom they wish to get advice from or prosecute their claims under the grievance process. Because the employee rights affected by the local Union president's demand to refrain from contacting the IEA Uniserv Director is not protected under Section 3 of the Act, that is, to engage in or refrain from union or other protected activity in relation to the District, it is an internal union matter, without a remedy under the Act. Washington/East St. Louis Federation of Teachers, Local 1220, IFT-AFT, 4 PERI ¶1132, 1988 WL 1588608 (IL ELRB 1988); Paul J. Ochs/United Brotherhood of Carpenters and Joiners of America, Local Union 44, 5 PERI ¶1089, 1989 WL 1700728 (IL ELRB E.D. 1989).

As to the last of Drpich's three fact concerns, although again time-barred as a claim, she argued because the local Union president advised the District her termination grievance should be filed at the fourth step of the grievance process, he engaged in a conflict of interest, representing both sides of the dispute. Her contention in this regard is impossible to square with the facts, as the evidence indicates, in undertaking the complained-of conduct, the local Union president was advocating on behalf of Drpich, as only the board of education could grant her the remedy she sought—and there is no evidence of a benefit to the local Union president or the District that would demonstrate a conflict of interest. Other than suggest a conflict existed, Drpich proffered no evidence in support of her belief in this regard.

Lastly, Drpich, in her exceptions, urged us to revive her 14(b)(2) and 14(b)(4) claims by interpreting those subsections of the Act in a far broader manner and for novel applications, inconsistent with the language thereof and the legislature's grant of authority to this Board; we decline this invitation. In sum, none of the conduct herein complained of by Drpich is unlawful, as the exclusive representative has a wide range of discretion in representing the bargaining unit, and its failure to take all the steps it might have taken to achieve the results desired by a particular employee does not violate the Act where, as in this case, there is no evidence the union's conduct was motivated by vindictiveness, discrimination, or enmity. After a thorough examination of the evidence submitted in support of Drpich's charge, we sustain the Executive Director's findings and conclusions.

IV. Order

For the reasons discussed above, IT IS HEREBY ORDERED 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

/s/ Lara D. Shayne

Issued: June 17, 2026

Lara D. Shayne, Chairman

/s/ Steve Grossman

Steve Grossman, Member

/s/ Chad D. Hays

Chad D. Hays, Member

/s/ Michelle Ishmael

Michelle Ishmael, Member