

STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD

Marvin Bowman,	)	
	)	
Charging Party	)	
	)	
and	)	Case No. 2026-CA-0051-C
	)	
Chicago Board of Education,	)	
	)	
Respondent	)	

OPINION AND ORDER

I. Statement of the Case

On February 17, 2026, Marvin Bowman (Bowman or Charging Party) filed a charge with the Illinois Educational Labor Relations Board (Board or IELRB) in the above-referenced matter alleging that Chicago Board of Education (Respondent) committed unfair labor practices within the meaning of Section 14(a) of the Illinois Educational Labor Relations Act (Act or IELRA), 115 ILCS 5/1, *et seq.* Following an investigation, the Board’s Executive Director issued a Recommended Decision and Order (EDRDO) dismissing the charge on May 28, 2026. On June 18, 2026, the Charging Party filed exceptions to the EDRDO. The Respondent filed a response objecting to the exceptions because they were untimely filed.

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 Party received the EDRDO on May 28, 2026. Exceptions to an EDRDO must be filed no later than 14 days after service of the EDRDO. 80 Ill. Adm. Code 1120.30(c). Therefore, the Charging Party’s exceptions were due no later than June 11, 2026. The Charging

Party's exceptions were filed on June 18, 2026.¹ Accordingly, the Charging Party filed his exceptions after the date on which they were due.

The Appellate Court has found that a charging party waives their right to contest a recommended decision and order by failing to file timely exceptions to that recommended decision and order. *Pierce v. IELRB*, 334 Ill. App. 3d 25, 777 N.E.2d 570 (1st Dist. 2002); *Board of Education of the City of Chicago v. IELRB*, 289 Ill. App. 3d 1019, 682 N.E.2d 398 (1st Dist. 1997). In accordance with the Appellate Court, the Board routinely strikes untimely exceptions. *Rochester Community Sch. Dist. No. 3A*, 35 PERI 7, Case No. 2017-CA-0059-C (IELRB Opinion and Order, June 19, 2018); *Proviso Township High Sch. Dist. #209*, 34 PERI 64, Case No. 2017-CA-0065-C (IELRB Opinion and Order, September 15, 2017); *Peoria School District 150*, 23 PERI 46, Case Nos. 2006-CA-0006-S, 2006-CA-0008-S, 2006-CA-0032-S (IELRB Opinion and Order, April 19, 2007).

IV. Order

For the reasons discussed above, IT IS HEREBY ORDERED that the Charging Party's exceptions are stricken as untimely and the Executive Director's Recommended Decision and Order dismissing the charge is binding upon the parties.

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

¹ The certificate of service attached to the exceptions states they were filed on June 17, 2026 via email. However, the email indicates they were sent the following day.

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: **August 24, 2026**

Issued: **August 24, 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

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Chicago Board of Education,	)
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Respondent.	)

Case No. 2026-CA-0051-C

I. THE UNFAIR LABOR PRACTICE CHARGE

II. INVESTIGATORY FACTS

A. Jurisdictional Facts

¹ On March 1, 2026, Bowman signed an extension waiver to waive all obligations of the Illinois Educational Labor Relations Board under Section 15(1) and (2) of the Illinois Educational Relations Act, 115 ILCS 5/1, et. seq.

Act and is the exclusive representative within the meaning of Section 2(d) of the Act of a bargaining unit comprised of certain District employees, including those in the title or classification of Teacher.

B. Facts Relevant to the Unfair Labor Practice Charge

Bowman's charge alleged the District discriminated, retaliated, and harassed him in the exercise of his rights under the Union's collective bargaining agreement. During the course of the investigation, Bowman did not provide a narrative or statement of facts regarding the alleged violations of the Act; instead, the only alleged facts are those that appear on the face of the Charge. Within the Charge, Bowman stated that the District violated his collective bargaining rights, state rights, and federal rights for the past eight and a half years. Bowman also alleged that the District colluded with the Union to violate these rights. Moreover, Bowman asserted that the District discriminated against his religion, interfered with pending litigation he has with the District, created unsafe temperature conditions in his classroom, interfered with his ability to process grievances, and destroyed official school documents. Furthermore, Bowman asserted that the District and the Union worked together to delay the processing of grievances and pending litigation.

III. THE PARTIES' POSITIONS

Herein, Bowman alleged that the District violated Sections 14(a)(1), (2), (3), (4), (5), (8), and (11)(ii) of the Act. The District denies that the complained-of conduct violates the Act.

IV. DISCUSSION AND ANALYSIS

A. Standard for Complaint

In order for a Complaint to issue, "the investigation must disclose adequate credible statements, facts, or documents which, if substantiated and not rebutted in a hearing, would constitute sufficient evidence to support a finding of a violation of the Act." *Lake Zurich School District No.*

95, 1 PERI 1031, Case No. 84-CA-0003-C (IELRB Opinion and Order, November 30, 1984); *Brown County Community Unit School District No. 1*, 2 PERI 1096, Case No. 85-CA-0057-S (IELRB Opinion and Order, July 31, 1986).” As a threshold matter, to survive the investigation and proceed to complaint and hearing, the investigation of an unfair labor practice charge must show material issues of fact and/or law as to whether there was a violation of the Act. *West Chicago School District 33*, 5 PERI ¶ 1091, Case Nos. 86-CA-0061-C, 87-CA-0002-C (IELRB Opinion and Order, May 2, 1989).

B. Unfair Labor Practice Charge

i. Timeliness of the Charge

In this case, Bowman filed the Charge on February 17, 2026, which included allegations of retaliation, harassment, and discrimination dating back to eight and a half years. Six months prior to the date of the charge filing would have been August 17, 2025. 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. 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. IELRB*, 272 Ill. App. 3d 612, 650 (1st Dist. 1995); *Charleston Community Unit School District No. 1 v. IELRB*, 203 Ill. App. 3d 619, 7 PERI ¶ 4001 (4th Dist. 1990); *Wapella Education Association v. IELRB*, 177 Ill. App. 3d 153 (4th Dist. 1988). Accordingly, any alleged unlawful conduct before August 17, 2025, is not within the Board’s authority to hear.

ii. Alleged 14(a)(1) and 14(a)(3) Violation

Under Section 3 of the Act, educational employees are guaranteed the right of self-organization, the right to form, join or assist any labor organization, and the right to bargain

collectively through representatives of their own choosing on questions of wages, hours, and other conditions of employment. Section 14(a)(1) of the Act makes it an unfair labor practice for an employer or its agents to interfere with, restrain or coerce educational employees in the exercise of their Section 3 rights.

Under Section 14(a)(3), employers may not discriminate with regard to hire, tenure or any term or condition of employment in order to discourage or encourage membership in a union. Where, as here, an alleged violation of Section 14(a)(1) is based on the same conduct as an alleged violation of Section 14(a)(3), the Section 14(a)(1) violation is essentially a derivative violation. *Carmi Community Unit School District 5*, 6 PERI 1020, Case No. 88-CA-0024-S (IELRB Opinion and Order, January 11, 1990). Where an employer's conduct is alleged to violate both sections, the applicable test is the one used in Section 14(a)(3) cases requiring proof of proper motivation of the employer's part. *Bloom Township High School Dist. 206 v. IELRB*, 312 Ill. App. 3d 943, 728 N.E.2d 612 (1st Dist. 2000). In order to establish a prima facie violation under that test, Bowman must prove that: 1) he engaged in union activity, 2) the Employer was aware of that activity, and 3) the Employer took adverse action against him for engaging in that activity. *University of Illinois at Urbana (Rochkes)*, 17 PERI 1054, Case Nos. 00-CS-0006-S, 01-CA-0007-S (IERLB Opinion and Order, June 19, 2001).

Here, Bowman does not identify which acts in his allegation pertain to a Section 14(a)(3) and (a)(1) violation. A review of the Charge shows that Bowman is alleging that the District deliberately caused grievance dates to run against other scheduled dates in an effort to prevent resolution, which may be the alleged protected activity. However, even if Bowman is able to satisfy the first two elements of the prima facie case, he presented no evidence to support the third element. Regarding the third element, as the Illinois Supreme Court noted in *City of Burbank*, the

existence of such a causal link is a fact based inquiry and may be inferred from a variety of factors, including: an employer's expressed hostility towards unionization or grievance filing, together with knowledge of the employee's protected activities; proximity in time between the employee's protected activities and the adverse action; inconsistencies between the proffered reason for the adverse action and other actions of the employer; shifting explanations for the adverse action; and disparate treatment of employees or a pattern of conduct which targets union supporters for adverse employment action. *City of Burbank*, 128 Ill. 2d 335 (1989). The evidence in this matter, however, does not reveal a causal connection between Bowman engaging in the grievance process and an adverse action. As Bowman is unable to allege circumstances suggesting a causal relationship between protected activity and the District's complained-of actions, his claim fails to raise an issue of law or fact sufficient to warrant a hearing.

iii. Alleged 14(a)(2) Violation

Herein, Bowman asserted that the District violated Section 14(a)(2) of the Act; however, he does not provide any facts to support the alleged violation of the Act. Section 14(a)(2) of the Act prohibits educational employers from “[d]ominating or interfering with the formation, existence or administration of an employee organization,” and was based on Section 8(a)(2) of the National Labor Relations Act (NLRA), 29 U.S.C. §§151 et seq.² A review of the charge and the documents provided by Bowman presented no supporting evidence that the District engaged in the type of interference prohibited under Section 14(a)(2).

² In *Illinois Nurses Ass'n/University of Illinois*, 5 PERI ¶1052, 1989 WL 1700691 (IELRB 1989), the Board noted that the purpose of Section 8(a)(2) of the NLRA was “to eradicate company unionism, a practice whereby employers would establish and control in-house labor organizations in order to prevent organization by *bona fide* unions,” and that the term “interference” as used in that subsection, referred not to interference with employees' rights to bargain collectively, such as a refusal to bargain would, but rather, to something akin to the employer recognizing a minority union, the employer entering into a contract with a minority union, the employer giving preferential treatment to one of two or more competing unions, or the employer establishing or controlling the labor organization through key personnel or financial support. The Board concluded that Section 14(a)(2) should be interpreted similarly. *Id.*

iv. Alleged 14(a)(4) Violation

Section 14(a)(4) prohibits educational employers, their agents or representatives from discharging or otherwise discriminating against an employee because he or she has signed or filed an affidavit, authorization card, petition or complaint, or given any information or testimony under this act. 115 ILCS 5/14(a)(4). The purpose of Section 14(a)(4) is to ensure that the processes utilized by the Board to implement the Act are not impeded by improper employer interference and to ensure that employees who assist the Board in this regard are similarly protected from employer retaliation and discrimination. *Bloom Township High School District 206*, 15 PERI 1073, Case No. 98-CA-0050-C (Opinion and Order June 14, 1999).

In order to establish a prima facie violation of Section 14(a)(4), Bowman must prove by a preponderance of the evidence, he had involvement in proceedings before this Board, the District knew of that activity, and the District took adverse action against him because of his involvement in that activity. *Prairie State College Federation of Teachers. Local 3816, IFT, AFT/Prairie State College*, 3 PERI ¶1116, 1987 WL 1435216 (IELRB 1987); *Green and Warns and City of Chicago*, 3 PERI ¶3011, 1987 WL 1435282 (IELRB 1987). Here, there is no dispute that Bowman filed a charge with the Board on February 17, 2026, or that the District knew of said charge since it was served on the District. The element of adverse action is not satisfied, as the record contains no credible evidence that the District acted against Bowman on account of his participation in proceedings before this Board. Absent such proof, Bowman has failed to establish a prima facie case, and his claim under Section 14(a)(4) cannot be sustained.

v. Alleged 14(a)(5) Violation

Section 14(a)(5) prohibits educational employers, their agents and representatives from refusing to bargain collectively in good faith with an employee representative that is the exclusive

representative of employees in an appropriate unit. The Board has long held that an individual employee may not bring an action regarding the breach of the duty to bargain in good faith. *Thornton Community College District 510*, 4 PERI 1010, 1987 WL 1435331 (IELRB 1987). Section 14(a)(5) and 14(b)(3) concern 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. *Id.* Therefore, as an individual employee Bowman does not have standing to bring a 14(a)(5) violation and the charge fails to raise an issue for hearing on this point as well.

vi. Alleged 14(a)(8) Violation

Section 14(a)(8) of the Act prohibits educational employers from “[r]efusing to comply with the provisions of a binding arbitration award.” When an employer disagrees with an arbitrator's conclusion, it may challenge the arbitrator's decision by refusing to implement the award and defending its position according to Section 14(a)(8) of the Act. *Western Illinois University v. IELRB*, 2021 IL 126082, ¶ 39; *Griggsville-Perry CUSD No. 4 v. IELRB*, 29 PERI 132, 2013 IL 113721, ¶ 13. To determine whether an employer has violated Section 14(a)(8) of the Act, the Board examines: (1) whether there is a binding arbitration award; (2) the content of the award; and (3) whether the employer complied with the award. *Central Community Unit School District No. 4 v. IELRB*, 388 Ill. App. 3d 1060, 1066, 904 N.E.2d 640, 645 (1st Dist. 2009); *Board of Education of DuPage High School District No. 88 v. IELRB*, 246 Ill. App. 3d 967, (1st Dist. 1993). In this case, Bowman presented no evidence that the District failed to comply with an arbitration award. Outside of listing Section 14(a)(8) on the face of the Charge, there are no facts to support this allegation.

vii. Alleged 14(a)(11)(ii) Violation

Section 14(a)(11)(ii) prohibits educational employees from “Disclosing to any person or entity information set forth in subsection (d) of Section 3 of this Act that the employer knows or should know will be used to interfere with, restrain, coerce, deter, or discourage any public employee from: (ii) authorizing representation by a labor organization.” 115 ILCS 5/14.³ In this case, there is no evidence that the District disclosed any of the information in subsection (d) of Section 3 of the Act. Outside of listing Section 14(a)(11)(ii) of the Act, there is no evidence to support a violation of this Section of the Act.

C. Allegations Outside the Act

Throughout the course of providing evidence and on the face of the Charge, Bowman made additional allegations against the District regarding violations of law. These allegations include the general violations state and federal law and religious discrimination. Whether a charging party has rights protected by a code or statute other than the Illinois Educational Labor Relations Act, or by the Constitution, is beyond the scope of the Board's authority to assess. *General George S. Patton School District 133*, 10 PERI 1118, Case No. 94-CA-0050-C (IELRB Opinion and Order, August 19, 1994). Accordingly, Bowman’s allegation that his state rights, outside the Act, federal rights, and religious rights were violated are not within the authority of the Board to hear and are outside of its jurisdiction. He may have a basis to pursue such claims in other adjudicating forums.

V. ORDER

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

³ Section 3(d) of the Act states, “(d) No employer shall disclose the following information of any employee: (1) the employee's home address (including ZIP code and county); (2) the employee's date of birth; (3) the employee's home and personal phone number; (4) the employee's personal email address; (5) any information personally identifying employee membership or membership status in a labor organization or other voluntary association affiliated with a labor organization or a labor federation (including whether employees are members of such organization, the identity of such organization, whether or not employees pay or authorize the payment of any dues or moneys to such organization, and the amounts of such dues or moneys); and (6) emails or other communications between a labor organization and its members.” 115 ILCS 5/3.

VI. EXCEPTIONS

In accordance with Section 1120.30(c) of the Board's Rules and Regulations (Rules), 80 Ill. Adm. 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. Documents, including but not limited to those filed by email, must be received by 5:00 p.m. Central Standard Time in order to be considered filed that day. 80 Ill. Adm. Code 1100.20(a); 2 Ill. Adm. Code 2675.10 & 2676.500(c). Any document received by the Board after 5:00 p.m. Central Standard Time is deemed filed the following business day. 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.

Dated: May 28, 2026
Issued: Chicago, Illinois

/s/ Jeffrey W. Crabtree
Jeffrey W. Crabtree, Executive Director

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