

STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD

Adrian A. Wrzodak,	)	
	)	
Charging Party	)	
	)	
and	)	Case No. 2026-CB-0030-C
	)	
Education Ass'n of Round Lake, IEA-NEA,	)	
	)	
Respondent	)	

OPINION AND ORDER

I. Statement of the Case

On March 10, 2026, Adrian A. Wrzodak¹ (Wrzodak or Charging Party) filed a charge with the Illinois Educational Labor Relations Board (Board) in the above-captioned matter alleging that Education Association of Round Lake, 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) dismissing the charge on May 18, 2026. The Charging Party filed timely exceptions to the EDRDO on May 18, 2026. The Union filed a timely response the following day.

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 charge alleged that the Union violated its duty of fair representation in violation of Section 14(b)(1) of the IELRA. Section 14(b)(1) 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

¹ The Charging Party's last name in the EDRDO is spelled "Wrzdak". This is a typographical error. The Charging Party spells his name "Wrzodak" in his charge and exceptions. All references in the EDRDO to "Wrzdak" are to the Charging Party, Adrian A. Wrzodak.

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 actions that are conducted in a deliberate and severely hostile manner, or fraud, deceitful action or conduct. *Norman Jones v. IELRB*, 272 Ill. App. 3d 612, 650 N.E.2d 1092 (1st Dist. 1995); *University of Illinois at Urbana (Rochkes)*, 17 PERI 1054, Case Nos. 2000-CB-0006-S, 2001-CA-0007-S (IELRB Opinion and Order, June 19, 2001). Thus, intentional misconduct is more than mere negligence or the exercise of poor judgment. *Chicago Teachers Union (Oden)*, 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); *Rock Island Education Association, IEA-NEA (Adams)*, 10 PERI 1045, Case No. 93-CB-0025-C (IELRB Opinion and Order, February 28, 1994).

Wrzodak asserts that the Union failed to zealously represent him and conducted an inadequate investigation of the events that resulted in his discharge. The record in this case does not demonstrate that the Union engaged in intentional misconduct toward Wrzodak. Instead, it reveals that the Union was responsive to his questions and represented him at his pre-termination meeting. In reply to his grievance inquiry, the Union president explained that her review of Wrzodak’s discipline and the underlying evidence did not support a violation of the Collective Bargaining Agreement and was more than sufficient to support the Employer’s allegations against him. Although Wrzodak may not be satisfied with the manner his claims were handled, the Union has discretion in deciding how far to pursue employees’ complaints. *Cook County College Teachers Union (Eddings)*, 17 PERI 1046, Case Nos. 00-CB-0002-C & 00-CA-0013-C (IELRB Opinion and Order, May 16, 2001); *Jones*, 272 Ill. App. 3d 612, 650 N.E.2d 1092. The Union’s opinion that it would not pursue Wrzodak’s grievance was based on its view that the grievance did not have merit. Even if it was incorrect in its assessment, negligence on the part of the Union does not amount to an unfair labor practice because the Union acted based on its good faith assessment of the merits of the claim. *Adams*, 10 PERI 1045.

Wrzodak complains that the Union did not provide him with optimal representation and that he was terminated because the Union failed to aggressively come to his defense. Even if his assertion is correct, negligence or incompetence is not a basis to establish intentional misconduct. 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. Here, there is no evidence indicating that the Union was so motivated.

IV. Order

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

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: **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

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The District hired Wrzdak into its Technology Solutions Technician title in or about mid-January 2025. Wrzdak's duties primarily consisted of resolving technical issues with the various computer devices used by staff and students at a District middle school. On September 11, 2025, Wrzodak's direct supervisor, the director of technology and innovation, Kevin Konsler, summoned him to an investigatory interview. The school's director of teaching and learning, Casey Kurtz, the local Union president, Krissi Gatlin, and Wrzodak's Union representative, LeGene Hult-Bodanec, also attended the September 11 meeting. Shortly after the start of the meeting, some of the questions

Konsler asked Wrzodak implicated or concerned Hult-Bodaniec's husband, Ted Bogdaniec; because of this perceived conflict of interest, Hult-Bodaniec left the meeting, and Gatlin took over Wrzodak's representation. Wrzodak was displeased by this development, as he had selected and preferred Hult-Bodaniec to represent him.

Thereafter, the investigatory interview continued, with Konsler putting questions to Wrzodak, and Wrzodak responding. Occasionally, when Gatlin observed Wrzodak struggling with a question, she repeated or restated it to assist with his understanding and to help him answer accurately. At points when Konsler questioned gaps in his workday, Wrzodak, who had broken his foot on or about July 30, 2025, and had a sore hand or wrist, sought to explain the missing time as due to his reduced mobility because of his injuries. After some period of time, Konsler concluded the interview and said they would reconvene at 8:45 a.m. on the following day, September 12, 2025.

At the conclusion of the interview, Konsler apparently sent Wrzodak's responses to Daniel Schuth, the District's director of human resources. In addition to the responses, Schuth reviewed Wrzodak's personnel file and followed-up on some of the claims he made in the interview. Based on the gathered information, Schuth drafted his findings against Wrzodak, which included theft of time, lack of work output, failure to follow protocols, faulty or improper decision making, inability to perform his job duties at a proficient level, and the making of false or untruthful statements. On the evening of September 11, 2025, once Schuth had completed his draft findings and recommendation to suspend Wrzodak on the following day, September 12, pending the termination of his employment on September 29, 2025, he emailed them to Gatlin.

As the local Union president, one of Gatlin's duties is to review all draft discipline to ensure it complies with the CBA, including the provisions on progressive discipline. On the evening of September 11, when Gatlin received Schuth's findings and recommendation, she examined them and found they conformed to the requirements of the CBA. Thereafter, Gatlin telephoned Wrzodak to let him know to expect the worst at the next day's meeting. In response, Wrzodak inquired as to whether there would be a fuller investigation or an opportunity for him to present exculpatory evidence. Gatlin responded there would be no further investigation and little else the Union could do for him, as the District had a strong case he engaged in theft of time, which by itself was a terminable offense. At the September 12 meeting, Wrzodak was represented by Gatlin, and as expected, the District made Schuth's findings and recommendation official, and suspended Wrzodak pending the termination of his employment at the September 29, 2025 meeting of the District's board of education.

On September 16, 2025, Wrzodak emailed Gatlin to inquire about the possibility of filing a grievance challenging his discipline. Gatlin emailed her response, on September 17. Therein, she explained he was free to do so, but once filed, it is within the Union's discretion as to how far it would take it. Additionally, Gatlin explained she had reviewed his discipline and the evidence underlying it; she found the District's actions did not violate the CBA, and believed the evidence more than sufficient to support the allegations against him, especially concerning the theft

of time claim, for which the discipline was termination of employment. In her September 17 email, Gatlin also addressed a couple other topics about which Wrzodak had inquired. Wrzodak wanted to challenge the District's recommendation at the September 29 board of education meeting. Gatlin explained he could do so, but should he lose, the District would challenge his right to unemployment compensation, but if he resigned, it would not contest his unemployment compensation and his personnel record would not indicate an involuntary termination of his employment. Wrzodak also explored with Gatlin the possibility of representation before the board of education by his own attorney, to which she explained in her September 17 email, he could do so, but then his representation by the Union would end. Additionally, in that email, Gatlin addressed Wrzodak's assertion the District should have accommodated his injuries and mitigated the discipline. Gatlin disagreed and explained, prior to the investigatory interview, he had never requested any type of accommodation related to an injury, and to make such a request after the findings were finalized, would be unavailing.

On September 20, 2025, Wrzodak again emailed Gatlin, requesting the Union provide him with a different union representative to assist him in a more objective manner, using new evidence he had gathered, in another investigatory interview. Gatlin responded by email on September 22, 2025, explaining she was the highest ranking Union representative in the District and should the District grant a second investigatory interview, she would bring in a Union director, Dave Jelliff, to assist in his representation. Gatlin went on to note, however, she was unaware of any pending investigatory interviews prior to his pre-termination hearing on September 29 before the District's board of education.

Later on September 22, 2025, Wrzodak emailed Schuth and Gatlin to request a second investigatory interview and a different Union representative, asserting during the first interview, he lacked the time to marshal his evidence and fully recall mitigating circumstances due to the hectic pace of the interview and the failure to accommodate his injuries. Still later on September 22, 2025, Wrzodak emailed Schuth and Gatlin, apologizing for his earlier assertion he had asked for an accommodation for his injuries, as he since realized he had mistakenly confused requesting insurance forms with asking for an accommodation.

On September 24, 2025, Gatlin learned from another employee of the District, Wrzodak planned to attend the September 29 board of education meeting solely to thank the board and leave on good terms. In an email to Wrzodak on September 24, Gatlin reiterated if Wrzodak simply wished to leave the District on good terms, resignation, not the pre-termination meeting, was the avenue to accomplish that end.

At the board of education meeting on September 29, Gatlin and Jelliff represented Wrzodak in the pre-termination meeting, at which Wrzodak argued against the termination of his employment. After consideration, the board voted to adopt Schuth's recommendation and immediately terminate Wrzodak's employment.

III. THE PARTIES' POSITIONS

Herein, Wrzodak contends the Union violated the Act in that it should have done a deeper, more thorough investigation into the witnesses and documentary evidence in support of his claims, but instead, it handled his employment concerns in an arbitrary and perfunctory manner, opting to simply accept the District's version of the events. Wrzodak asserts had the Union demanded adequate notice and aggressively represented him, the District would not have terminated his employment. Respondent Union denies its actions in this matter were unlawful, and further denies that it treated Wrzodak any differently than similarly situated bargaining unit members. In addition, the Union contends at least in part, Wrzodak's charge is untimely filed.

IV. DISCUSSION AND ANALYSIS

A. Timeliness of the charge

To the extent, through the instant charge, Wrzodak is challenging any actions of the Union which occurred prior to September 10, 2025, it is 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. 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 N.E.2d 1092 (1st Dist. 1995); Charleston Community Unit School District No. 1 v. IELRB, 203 Ill. App. 3d 619, 561 N.E.2d 331, 7 PERI ¶4001 (4th Dist. 1990); Wapella Education Association v. IELRB, 177 Ill. App. 3d 153, 531 N.E.2d 1371 (4th Dist. 1988).

Herein, Wrzodak filed his charge on March 10, 2026, and therefore, the date six months prior to his filing was September 10, 2025. Accordingly, alleged unlawful conduct he knew of before September 10, 2025, or reasonably should have known of by that date, cannot be the subject of a timely charge. Thus, assertions Wrzodak made concerning the lack of assistance in connection with his injury in July 2025 and his discussions he had with a Union representative on or about August 27 and 28, 2025, regarding difficulties he was experiencing in the workplace, are untimely filed and must be dismissed.

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

As to the remainder of Wrzodak's charge, it is timely, but without merit. Section 14(b)(1) of the Act provides as follows:

(b) Employee organizations, their agents or representatives or educational employees are prohibited from:

(1) 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.]

Wrzodak's claim herein is a duty of fair representation case, and in such cases, a two-part standard is used to determine whether a union has committed intentional misconduct within the meaning of Section 14(b)(1). Under this 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 designed to retaliate against Wrzodak or due to his status. Moreover, Wrzodak made no showing he was treated differently from other similarly situated employees, or the manner in which the Union addressed his concerns was based on something other than a good faith assessment of the merits of his claims, the bargaining unit's priorities, or the best interests of its membership as a whole.

Wrzodak was displeased by the Union's failure to represent his interests in the manner to which he believed he was entitled, expecting it should have done more, such as initiating a thorough, wide-ranging investigation, gathering witnesses and documentary evidence, in support of his position so as to vigorously defend against the District's assertions he engaged in misconduct. The Union declined to follow his wishes; instead, it carefully examined the evidence against him, determined it was sufficient, and the discipline proposed was within the bounds of the CBA. Similarly, Wrzodak asserts Hult-Bodanec, or her husband, Ted Bogdanec, would not have accepted the District's version of the events as readily as Gatlin. However, Wrzodak proffered no evidence in support of his contention in this regard, or that Gatlin was not a knowledgeable Union representative, ready, willing, and able to assist him. Instead, the evidence plainly indicates the Union was responsive to Wrzodak's concerns and assisted him as much as possible, but because his misconduct was so apparent and pervasive, it was unable to achieve the outcome he desired.

The conduct herein, complained of by Wrzodak, 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 that the Union was so motivated, Charging Party failed to present grounds upon which to issue a complaint for hearing.

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. 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 on that day. 80 Ill. Adm. Code 1100.20(a); 2 Ill. Adm. Code 2675.10 and 2676.500(c). 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 4th day of May, 2026.

**STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD**

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