STATE OF ILLINOIS

EDUCATIONAL LABOR RELATIONS BOARD

ANNUAL REPORT

Fiscal Year 2025

July 1, 2024 - June 30, 2025

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ILLINOIS EDUCATIONAL LABOR RELATIONS BOARD

January 5, 2026

Dear Governor Pritzker:

Thank you for the opportunity to present our Annual Report to you and the Illinois General Assembly for the 2025 calendar year. The attached report summarizes the highlights of the Board's work.

This year, the Board continues to make substantial progress in critical areas of operation that vastly improve its ability to manage its caseload. Those areas include continuing to hire new staff and replacing outdated technology.

The Board hired three new staff members this year. On June 1, we hired a staff member to assist with IT needs. This is a new position that will allow the Board to better meet the needs of its constituency and provide information that is easily accessible to the public. Two new staffers began their employ with the Board on November 1. The Board hired a new investigator in its Chicago office and an accountant in its Springfield office. The investigator handles unfair labor practice investigations and representation petitions. The accountant will assist the Board's Fiscal Officer. We anticipate hiring additional staff during the next year.

The Board continues to work with Microsoft on its new case tracking system to replace the current outdated system. The Board has also updated its website to include fillable forms for unfair labor practice charges and representation petitions.

We are pleased to report that we have relocated our Springfield office in October to accommodate staffing needs.

The Board is greatly appreciative of the support and guidance it has received from the Governor's Office of Management and Budget and the Department of Central Management Services. The Board's successes this year would not have been possible without their assistance.

Sincerely,

Lara D. Shayne
Chairman, IELRB

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HISTORY AND FUNDING SOURCES

The 83rd Illinois General Assembly created the Illinois Educational Labor Relations Board on January 1, 1984, by enactment of House Bill 1530, the Illinois Educational Labor Relations Act, in order to secure orderly and constructive relationships between all educational employees and their employers. The Board is the sole administrative body to resolve collective bargaining disputes, representation questions and allegations of unfair labor practices.

The Illinois Educational Labor Relations Board's had an appropriated budget of $4,185,500 during Fiscal Year 2025. The Illinois Educational Labor Relations Board receives its funding from the Personal Property Tax Replacement Fund.

The IELRB is comprised of five members who are appointed by the Governor and confirmed by the Illinois Senate. By statute, Board members must be residents of Illinois and have a minimum of five years of direct experience in labor and employment relations. Each Board Member must devote his entire time to the duties of the office and engage in no other work. During FY25, the Board was comprised of Chair Lara Shayne and Board Members Steven Grossman, Chad Hays, and Michelle Ishmael.

AGENCY MISSION AND STRUCTURE

The Board's primary mission is to maintain, develop and foster stable and harmonious employment relations between public educational employees and their employers. To accomplish this mission, the Board investigates all charges and petitions filed by either a representative union, an individual or by a school district. Besides an extensive review and hearing process, the Board also offers mediation and arbitration services to interested parties as an informal forum to resolve their labor disputes. The adjudication process is threefold. The Executive Director, the Agency's Administrative Law Judges and the Board issue decisions on all cases that come before the Agency. The Board has the final appellate review of agency decisions. Its' final rulings set forth the legal standards for the interpretation of the Illinois Educational Labor Relations Act and Rules and establishes legal precedent through its decisions. Agency Attorneys and Investigators manage the case decisions under the direction of the General Counsel and Executive Director. The support staff process files and the paperwork associated with the claims and the Board oversees all operations and policy, including the budget.

The Executive Director investigates all unfair labor practice charges, conducts all necessary investigations of voluntary recognition and representation petitions including Majority Interest Petitions, advises the Board on legal issues, trains arbitrators and mediators, implements the Board's Labor Mediation Roster, administers the Board's Public Information Officer program and serves as the Board's Freedom of Information Officer and Ethics Officer. The Executive Director is responsible for administering all financial transactions, preparing the agency's proposed budget and testifying before the Illinois Legislature as a proponent of the proposed budget. The Executive Director also assigns all clerical and administrative staff within the offices of the IELRB.

The General Counsel serves as the Chief Legal Officer of the Agency and chief legal advisor to the Board. The General Counsel supervises the Board's Administrative Law Judges and Board Attorneys; reviews all recommended decisions of its hearing officers and Executive Director; drafts and issues all unfair labor practice and representation decisions of the Board; advises the Board on legal issues arising in the course of the Board's official duties; assists the Office of the Attorney General in representing the Board in all legal matters pending in the courts; represents the Board in legal proceedings before other agencies and courts; conducts representation and unfair labor practice hearings; and reviews and revises the Board's Rules and Regulations.

After all unfair labor practice charges are fully investigated and reviewed by the Executive Director, the charge is either dismissed in the form of an Executive Director's Recommended Decision and Order or sent to Complaint to be heard by an Administrative Law Judge (ALJ). The ALJ will conduct a full evidentiary hearing on the Complaint and at the conclusion of the hearing, issue a Recommended Decision and Order. All formal decisions issued by the Executive Director and an Administrative Law Judge are subject to review by the Board pursuant to a party filing exceptions or by the Board upon its own motion. The Board will review and discuss cases on its docket in open session. Thereafter, the Board will vote on the disposition of each case in open session. A Board decision may be appealed to the Illinois Appellate Court.

The Board Members during FY25:

Lara Shayne, Chair
Appointment 02/26/21 – 06/01/26 Chair
Appointment 09/19/16 – 02/25/21 Member

Steven Grossman, Member
Appointment 03/01/21 – 06/01/26

Chad Hays, Member
Appointment 01/04/21 – 06/01/26

Michelle Ishmael, Member
Appointment 03/01/21 – 06/01/28

Lara Shayne, Chair

Lara Shayne was first appointed to the Illinois Educational Labor Relations Board by Governor Bruce Rauner in September 2016. In February 2021, Governor JB Pritzker appointed Ms. Shayne to be Chairman of the Illinois Educational Labor Relations Board.

Ms. Shayne has been a labor and employment attorney since 1996 and has worked in all labor and employment practice areas, including negotiating and implementing collective bargaining agreements with numerous public employee unions, and handling grievance arbitrations and IELRB litigation. She began her legal career as an Assistant Corporation Counsel for the Labor/Employment Division of the City of Chicago Department of Law. In 2002 she left the City's Law Department to join the labor practice group of the Board of Education of the City of Chicago. In 2012, Ms. Shayne was selected to help run the Board of Education's Labor Relations unit, where she remained until her appointment to the IELRB.

Ms. Shayne received her BA from the University of Michigan and her J.D. from Chicago-Kent College of Law, where she was a member of Moot Court.

Ms. Shayne is married with two children and resides in Chicago.

Steven Grossman, Member

Steve Grossman was appointed to the Illinois Educational Labor Relations Board on March 1, 2021 by Governor JB Pritzker.

Prior to his appointment, Mr. Grossman spent 27 years as a high school teacher of social studies, serving for much of that time in union leadership. He taught in the Chicago Public Schools from 1991 through 1995 – three years at Whitney M. Young Magnet High

School, and one year at Mather High School – before moving on to Niles West High School for the next 23 years. It was at District 219 where Mr. Grossman became actively involved with his union, joining the executive board of the Niles Township Federation of Teachers in 1997 and serving at all levels of leadership, including a four-year stint as president, until his retirement from teaching in 2018. During that time, Mr. Grossman also joined the executive board of the North Suburban Teachers Union, IFT-AFT Local 1274, and served as its president from 2010 until his appointment to the IELRB. And since 2010, he has served on the Executive Board of the Illinois Federation of Teachers as one of 40 elected Vice Presidents.

In 2017 Mr. Grossman joined the faculty DePaul University's Labor Education Center where he served on a part-time basis as Assistant Director (2017-19), instructor, and advisory committee member (2017-2021). At the LEC, Mr. Grossman taught courses in Arbitration, Collective Bargaining, and Introduction to Union Leadership. He also led its high school summer school program and brought its collective bargaining role play to dozens of area high schools.

Mr. Grossman lives in Chicago with his wife, Food Stylist Mary Valentin, and nearby his two adult children.

Chad Hays, Member

Chad Hays served for 4 terms in the Illinois House of Representatives and was Assistant Minority Leader from 2013-2018. He was the Minority Spokesperson for the Higher Education Committee, Executive Committee and Community College Access Committee and on the Legislative Ethics Commission, among a myriad of leadership responsibilities.

Chad Hays served as the Chief Executive Officer of Crosspoint Human Services in Danville, IL from 2018-2021. Crosspoint works with the Developmentally Disabled and individuals diagnosed with Mental Illness. Crosspoint also operates the Domestic Violence and Transitional Housing Shelters and Early Childhood programs in Vermilion County.

Prior to serving in the IL General Assembly Chad was Vice President and Executive Director of Development and Mission Services at Provena United Samaritans Medical Center in Danville.

His healthcare administration background also includes being the Clinic Manager at the Family Medical Center/Paris Community Hospital as well as Director of Development at the Danville Polyclinic.

A Vermilion County native, Chad served as Mayor of his hometown of Catlin for 8 years where he balanced 8 consecutive budgets. He was named Catlin's Citizen of the Year in 2005.

Chad is a graduate of Danville Area Community College, where he was named the Distinguished Alumni in 2014, and Southern Illinois University.

Chad and his wife Ruth reside in Danville, Illinois. They have three grown sons and four grandchildren.

Michelle Ishmael, Member

Michelle Ishmael was appointed to the Illinois Educational Labor Relations Board by Governor JB Pritzker in March 2021.

For the past 30 years, Ms. Ishmael has combined her skills and knowledge of the legislative and political process with her passion for public education to improve the lives of educators and students. She has worked as a lobbyist for the Illinois Education Association (IEA), in various roles in Illinois State government, and for an education non-profit.

While with the IEA, Ms. Ishmael was the lead lobbyist for the Senate Education and Labor Committees. She analyzed and drafted legislation, provided testimony in committees, and developed position papers resulting in the advancement of many major public education policies. She successfully collaborated with local unions, school districts, policy makers, and coalitions to improve and protect employee rights and benefits, increase school funding and address education reform issues.

Ms. Ishmael created a nationally recognized grassroots organizing program that trained educators to be effectively engaged in policy advocacy and political action. Her work as a champion of education was recognized by being elected to serve multiple terms as the Vice-President and Secretary of the National Association of Legislative and Political Specialists in Education (NALPSE).

Ms. Ishmael resides in Springfield.

Victor E. Blackwell, Executive Director

Victor E. Blackwell was appointed Executive Director of the Illinois Educational Labor Relations Board in February,1996. Prior to his appointment, Mr. Blackwell served as Chief of Prosecutions at the Illinois Department of Professional Regulations for five years. He was also Chicago Personnel Manager for the Illinois Secretary of State from 1987 to 1991. He was Personnel Analyst for the Illinois Secretary of State, an Adjudicator for the Illinois Department of Rehabilitation Services, and a Securities Legal Intern and Reference Library Intern for the Illinois Secretary of State. Mr. Blackwell received his Juris Doctorate degree from Loyola University's School of Law where he graduated with honors, and his Bachelor of Arts degree from the University of Illinois in Political Science with triple minors in Economics, Sociology and Spanish.

Ellen Strizak, General Counsel

Ellen Maureen Strizak is the General Counsel of the Illinois Educational Labor Relations Board. She began working for the Illinois Educational Labor Relations as a Board Writer in 2002. Ms. Strizak was Staff Counsel for the Illinois Labor Relations Board from 2006 until 2010. She returned to the Illinois Educational Labor Relations Board in 2010 as Associate General Counsel and became General Counsel in 2019. Ms. Strizak received her B.A. in Psychology from the University of Iowa and her J.D. from the John Marshall Law School. Prior to law school, Ms. Strizak organized tenants as an AmeriCorps VISTA volunteer in Austin, Texas.

AGENCY ACTIVITIES

The Agency processes three categories of cases: representation cases, unfair labor practice cases and mediation cases.

Representation Cases

The most common types of representation cases are petitions for representation and petitions for unit clarification. Petitions for representation are generally filed by a labor organization seeking to be certified as the exclusive bargaining representative of a unit of educational employees or seeking to add employees to a unit which is already represented. The Act provides for a majority interest procedure to expedite certification if the petition is supported by more than 50 percent of the proposed bargaining unit and there are no objections or other issues which could affect majority status. The Act also provides for representation elections to be conducted if the unit sought will contain professional and nonprofessional employees; the unit is an historical one; if the petition seeks to decertify an exclusive representative or, if the petition is supported by at least 30 percent of the proposed bargaining unit.

The second major category of representation cases are petitions for unit clarification. The unit clarification process is used primarily to add or remove statutorily excluded employees from a bargaining unit; to resolve ambiguities concerning the unit placement of individuals who come within a newly-established classification or who fall within an existing job classification that has undergone recent, substantial changes; and to resolve unit ambiguities resulting from changes in statutory or case law.

The Board also processes several other types of representation petitions, including petitions for voluntary recognition by an employer of an exclusive bargaining representative; petitions to amend certification due to a minor change in the name or organization of the exclusive bargaining representative; and petitions filed by an employer to determine whether a labor organization or exclusive representative represents a majority of the bargaining unit.

All representation petitions are investigated by the Board's agents. If a question concerning representation is raised during the investigation, the case is scheduled for hearing and assigned to an Administrative Law Judge for resolution.

If an election is to be held, the Board Agent works with the parties to reach agreement on the date, time, place and other details of the election. Elections are conducted by secret ballot at a time and place when the majority of employees in the bargaining unit are working. Parties may file objections to the election within five days after the election. Objections are investigated, and if the objections are found to have affected the outcome of the election, a new election will be held. When the election procedures have concluded, a certification is issued by the Board.

Representation Cases FY 2025

Representation Cases Filed in FY 2025:

Petition to Determine Representative (RC)	17
Petition to Decertify Representative (RD)	3
Petition to Determine Unit (RS)	45
Petition to Determine Unit/Employer Filed (RM)	0
Voluntary Recognition Petition (VR)	0
Unit Clarification Petition (UC)	43
Amendment to Certification Petition (AC)	3
MIP Cases (includes RC and RS figures above/not added to total)	61
Disclairmer of Interest Petitions (DI)	3
Total	**114**

Agency Activity on Representation Cases for FY 2025:

Certification of Representation	2
Certification of Results	2
Certification of Voluntary Representation	0
MIP Order of Certification	42
Withdrawal	4
Executive Director's Recommended Decision & Order	44
ALJ's Recommended Decision & Order	9
Elections/Polls	5
Cases mediated by Board Agents	0
Total	**108**

Unfair Labor Practice Cases

Unfair labor cases are charges alleging that the conduct of an employer or a union, or both, constitute conduct prohibited by the Act. Unfair labor practice charges can be filed by educational employers, unions, or employees. After a charge is filed, it is assigned to a Board agent who conducts an investigation by contacting both the charging party and the charged party to obtain statements and documents from each to support their position. At the conclusion of the investigation, the Executive Director may either dismiss the charge or issue a complaint. A charging party whose charge has been dismissed by the Executive Director may appeal that decision to the Board. When the Executive Director issues a complaint, the matter is set for hearing before an Administrative Law Judge. During the hearing, the parties have the opportunity to present witnesses to testify and present documentary evidence. After the hearing, the Administrative Law Judge issues a Recommended Decision and Order in which the Administrative Law Judge either finds that an unfair labor practice charge has been committed and orders an appropriate remedy or dismisses the charge. The Administrative Law Judge's Recommended Decisions and Orders are appealable to the Board.

Mediation Cases

The Board offers mediation in all unfair labor practice cases. Mediations most frequently occur after the Executive Director issues a complaint, but before the date of the scheduled hearing. However, Board agents can conduct mediations with the parties at all times during the unfair labor practice charge process. During mediation, both the charging party and the respondent meet with a Board agent to attempt to resolve the dispute and withdraw the unfair labor practice charge. Mediation is an important case processing tool. The Illinois Educational Labor Relations Board has successfully used mediation to resolve disputes in an amicable manner often avoiding the more costly and adversarial process of litigation.

Unfair Labor Practice Cases FY 2025

Unfair Labor Practice Charges Filed in FY 2025:

Charge Against Employer (CA)	77
Charge Against Labor Organization or Agents (CB)	23
Total	**100**

Agency Activity on Unfair Labor Practice Cases for FY 2025:

Withdrawn	43
Executive Director's Recommended Decision and Order	53
ALJ's Recommended Decision and Order	11
Complaints issued	26
Cases mediated by Board Agents	0
Total	**133**

Board Activity FY 2025

Board Opinion and Orders	21
Board Final Orders	65
Total	**86**

IM Cases

In IM cases, parties engaged in collective bargaining may initiate the public posting process. The parties then submit their most recent offers to the Board and the Board subsequently posts the offers on its website pursuant to Section 12(a-5) of the Act.

Parties engaged in collective bargaining shall notify the Board concerning the status of negotiations if they have not reached an agreement by 90 days before the school year starts and again if they have not reached agreement by 45 days before the school year starts. Upon request of a party, the Board will invoke mediation if mediation has not already been initiated.

Strike Activity FY 2025
(July 1, 2024 – June 30, 2025)

School County Number of Employees	Union Unit /No.	Strike Date Date Settled	Make-up/ Dock Days Settled
Illinois State University	UPI Local 4100 Tenure/tenure track faculty (assts/assocs/professors) (666)	03/24/2025	
Streator Elementary Dist. #44	Streator Elem TA, IEA Wall-to-wall unit (179)	03/21/2025	
University of Illinois (S)	UPI Local 4100 F/T Non-tenure track (39)	03/07/2025	
South Suburban College	CCCTU #1600, IFT Full-time faculty (60)	11/15/2024	
University of Illinois	Illinois Nurses Assn. (UI Health) LPNs (22)	08/08/2024	
University of Illinois	Illinois Nurses Assn. (UI Health) RNs (1700)	08/08/2024	
University of IL U-C	SEIU Local 73 Food service (200)	09/11/2024	
University of IL U-C	SEIU Local 73 Bldg. Service Wrk. (600)	09/11/2024	

Total Notices Filed for FY2025: 8
Total Strikes for FY2025: 0

PA 103-0856 COMPLIANCE REPORT
JANUARY 1, 2025 THROUGH JUNE 30, 2025
FISCAL YEAR 2025 CASE STATISTICS

1) ULPs filed (1/1/2025-6/30/2025): 49

2) ULPs resolved (1/1/2025-6/30/2025): 55 (22 withdrawal + 24 EDRDO + 9 ALJRDO)

3) ULPs pending on 6/30/2025: 105

4a) 1-100 - 34
4b) 101-150 - 15
4c) 151-200 - 8
4d) 201-250 - 8
4e) 251-300 - 7
4f) 301-350 - 3
4g) 351-400 - 4
4h) 401-450 - 5
4i) 451-500 - 3
4j) 501-550 - 2
4k) 551-600 - 2
4l) 601-650 - 2
4m) 651-700 - 0
4n) Over 700 - 12

5) Rep cases filed (1/1/2025-6/30/2025): 59

6) Rep resolved (1/1/2025-6/30/2025): 40 (3 withdrawal, 16 certification, 14 EDRDO, 7 ALJRDO)

7) Rep pending on 6/30/2025: 36

8a) 1-120 days: 31
8b) 121-180 days: 1
8c) Over 180 days: 4

9a) Average #days to complete investigation and issue:

REP CASES: 52 (UC EDRDO 66 and certification 49 from date petition filed; ALJRDO 42 from close of record)

ULP: 359 (EDRDO 263 and CNOH 327 from date charge filed; ALJRDO 489 from close of record)

9b) #Days for Board O&O on appeal of EDRDO/Deferral: 75 (from date of exceptions)

9c) Average #days to schedule hrg: N/A (dates are scheduled when CNOH issues or petition served)*

9d) Average #days to issue ALJRDO from close of record: 265 (Rep cases 42 and ULP cases 489)

* Dates are included in complaints and hearing orders issued, but the hearings rarely proceed on the date originally scheduled. In our current database, we track the date the hearing was originally scheduled and whether the hearing rescheduled (as a Y/N), as well as the date the hearing actually took place. As part of the ongoing database project, we hope to account for all requests for continuance and extensions granted by the ALJs.

9e) Average #days for Board O&O on appeal of ALJRDO: 75 (from date of exceptions)

9f) Average #days to final orders no exceptions: 43 (from date of underlying decision)

9g) The 120-day goal was not met in the five out of the 36 representation cases referred to in #8 above due to the parties' agreed desire to postpone the hearing. In each case, the parties signed a waiver of the Board's duty to meet the 120-day goal.

With regard to the unfair labor practice charges, in 15 of the 71 cases referred to in #4 above where the Board did not meet its goal, the parties requested the case be held in abeyance while the parties pursued settlement negotiations, although we do not currently require the parties to execute a waiver in unfair labor practice cases.

There was one Board decision which issued 91 days from exceptions, rather than the 90 days set in the recommended guidelines. In that case, the General Counsel held the case to be considered with another case involving the same issues/parties.

MAJOR BOARD AND COURT CASES
FY JULY 1, 2024 – SEPTEMBER 2025

REPRESENTATION CASES

Exclusions from Status as Educational Employee

Managerial Employee

Confidential Employee

Supervisory Employee

- **Bd. of Trustees of Illinois State Univ. v. Illinois Educ. Labor Rel. Bd., 2025 IL App (4th) 240936-U**
  The Court overturned the Board's determination that, per Section 2(g) of the IELRA, the petitioned-for employees' supervision over other employees who were outside of the petitioned-for bargaining unit was not relevant, it was only their supervision over employees in the petitioned-for bargaining unit that would render them excluded from the protections of the IELRA as supervisors. On appeal, the Court found that employees need not supervise employees within the same bargaining unit to be considered supervisors within the meaning of the Act, and thus, excluded from bargaining.

Student

- **Office and Professional Employees Int'l Union, Local 39, AFL-CIO/University of Illinois, 42 PERI 63, Case No. 2025-RC-0011-C (IELRB Opinion and Order, September 17, 2025) (appeal pending)**
  The Union filed a petition seeking to represent a bargaining unit of eight titles in the University's Residence Life Division of its Campus Housing Department. The Board employed the significant connection test to determine whether the petitioned-for titles were excluded from bargaining as students. Under the significant connection test, whether the employees are excluded as students is whether their work is significantly connected to their status as students, and the mere designation of student does not transform an individual into a student excluded from bargaining per the Act. The Board reconciled the Act's policy of creating harmonious labor relations with the potential risk that bargaining could undermine student-teacher relationships. It identified no risk, given the petitioned-for employees worked in residence halls with students and other Campus Housing Department employees, rather than with or for their professors and they were unlikely to sit across the bargaining table from their professors. The Board found no evidence that the petitioned-for

employees' work was closely related to their academic roles or status as students. Although they must be students who carry a certain number of course credits and maintain a certain GPA, they do not receive credit for their work, there is no classroom component, and their work is not overseen by faculty. Thus, bargaining would not be detrimental to the educational process. Pursuant to the significant connection test, the petitioned-for employees were not excluded from bargaining as students. The Board found that one of the petitioned-for positions, Summer Staff Assistant, was excluded from bargaining as a short-term employee within the meaning of Section 2(q) of the Act. Applying the community of interest factors, the Board determined that the unit, absent the Summer Staff Assistant, was appropriate within the meaning of Section 7(a) of the Act.

Unit Appropriateness

- **Rockford Pub. Sch., Dist. No. 205 v. Illinois Educ. Labor Relations Bd., 2025 IL App (4th) 231542-U**
  The petition sought to add employees to an existing bargaining unit. The Board rejected the District's argument that that the petitioned-for employees did not share a community of interest with the employees in the existing unit. The Court upheld the Board's finding that petitioned-for unit was appropriate.

- **University of Illinois/SEIU, Local 73, 42 PERI 34, Case No. 2025-RC-0010-C (IELRB Opinion and Order, July 16, 2025) (appeal pending)**
  Union filed a majority interest petition seeking to represent a bargaining unit of advanced practice providers, which included physician assistants and advanced practice registered nurses. The University employs approximately 2,702 non-visiting academic professionals in a variety of job titles, including advanced practice provider. Not all academic professionals are advanced practice providers, but all advanced practice providers are academic professionals. The petitioned-for bargaining unit did not fit within the presumptively appropriate bargaining unit for the University's academic professionals in the part of the Board's rules applicable only to the University's bargaining units (U of I Rules) because it did not include all academic professionals, just the academic professionals who are advanced practice providers. The University objected to the petition, arguing that the petitioned-for unit was inappropriate and that it did not meet the standard for deviation from the unit set forth in the U of I Rules. The Board found that the Union met the requirements that allowed for deviation. It showed by clear and convincing evidence that the unit is otherwise appropriate under Section

7 of the Act. There were special circumstances and compelling justifications that made it appropriate because of the distinctive nature of the APPs compared to the broader AP category and because no other petitions pending seeking to represent the same employees in a unit presumptively appropriate under the rules. The Union met the third requirement, that certification of the unit would not cause undue fragmentation or proliferation of bargaining units. As a result, the petitioned-for unit was an appropriate unit.

- **Illinois State University/Lab School Education Ass'n, IEA-NEA, 42 PERI 4, Case No. 2024-RC-0013-C (IELRB Opinion and Order, May 21, 2025) (appeal pending)**
  The University objected to the Union's petition to represent a bargaining unit of employees at its lab school. The Board rejected the University's argument that it held joint employer status with HILIA, an educational program whose function is to provide services for students with hearing and vision disabilities. The Board found that the petitioned-for unit was an appropriate unit.

- **Rockford Public Schools Dist. 205/Rockford ESP Ass'n, IEA-NEA, 42 PERI 18, Case No. 2025-RS-0002-C (IELRB Opinion and Order, June 16, 2025)**
  The District objected to the Union's petition seeking to add various titles to existing bargaining unit, asserting that it would only be appropriate to add the petitioned-for titles if the Attendance Specialist was also included in the unit. The petition did not seek to include the Attendance Specialist title. The Board found no merit in the District's argument that a petitioned-for unit is inappropriate where there is such an intense community of interest between the petitioned-for titles and an excluded title that the petitioned-for unit would be arbitrary without that exclusion. The District's argument failed because more than one unit may cover the same employees, the Board has rejected any requirement of maximum coherence or selection of a most appropriate unit if more than one potential configuration would be appropriate, and the Act does not require a unit to be the most appropriate, just an appropriate unit. Because the Board found the unit appropriate without the Attendance Specialist, it did not need to address the District's argument that a supplementary showing of interest was necessary. But it did so anyway, for the purposes of clearing up any misunderstanding of the MIP process and preventing unnecessary objections in future cases. In MIP cases, the

Board's rules require a demonstration that more than fifty percent of the petitioned-for employees wish to be part of the union. For petitions seeking to represent multiple titles, like this one, there is no requirement that the union demonstrate majority support from employees in each separate title, just from the employees in all the petitioned-for titles combined as a group. So, it would be possible that even if the Attendance Specialist were to have been added to the unit, the number of cards the Union submitted when it filed the petition could satisfy the requisite showing of interest. Furthermore, the sufficiency of a showing of interest, or the need for a supplemental showing of interest, is determined internally by the Board, not at the demand of an employer.

Unit Clarification

- **South Suburban College, Dist. 510/Cook County College Teachers Union, L 1600, IFT-AFT, AFL-CIO, 42 PERI 33, Case Nos. 2024-CA-0060-C, 2024-CA-0061-C, 2025-UC-0007-C (IELRB Opinion and Order, July 16, 2025) (appeal pending)**
  The Board found that the College failed to bargain in good faith in violation of Section 14(a)(5) when it laid off Counselors and, by creating non-bargaining unit Advisor position, unilaterally removed bargaining unit work. The Board granted the unit clarification petition to include the Advisor in the existing unit.

UNFAIR LABOR PRACTICES

Employer Unfair Labor Practices

Violations of Employee Rights

- **Douglas Tucker/Patoka Community Unit School District #100, 41 PERI 42, Case Nos. 2023-CA-0047-C & 2024-CA-0001-C (IELRB Opinion and Order, August 14, 2024)**
  The Board affirmed an EDRDO dismissing a charge that the Employer violated 14(a)(1) of the Act by breaching the Charging Party's Weingarten Rights and 14(a)(4) by denying a grievance because the Charging Party filed a charge with the Board. The Charging Party filed exceptions and shortly thereafter the Union filed a timely response. On review, the Board nixed the Charging Party's argument that the investigation of the charges was incomplete and inadequate because the investigator did not search

for and gather evidence outside of what the Charging Party had provided them. The Board Agent's failure to search for additional evidence outside of what the Charging Party provided did not warrant overturning the dismissal. Section 1120.30(b)(1) of the Board's Rules provides that a charging party shall submit all evidence relevant or in support of their charge. The Board went on to deny the Charging Party's exception that the IELRB interfered with his right to an attorney after the Board's staff failed to respond to their inquiry into whether the IELRB appoints and pays for attorneys to represent individuals. Although the Board acknowledged that the Charging Party should have received a response to their inquiry, they held that the Charging Party's assertion that they were disadvantaged and obstructed when they did not receive a response did not relieve them of the burden placed on them to warrant issuance of a Complaint. Furthermore, the Board denied the Charging Party's exception related to retaliatory conduct because they were unable to establish a prima facia case of an adverse action.

- **Abed Alkarim Ibrahim Hweih/Evanston-Skokie School District 65, 41 PERI 25, Case No. 2023-CA-0045-C (IELRB Opinion and Order, July 17, 2024)**
  The Board dismissed the unfair labor practice charge, affirming the EDRDO that there was no evidence in the record that the Employer took adverse action against the Charging Party for requesting a grievance be filed on their behalf. The Executive Director found, and the Board affirmed, that the Charging Party was unable to provide any evidence that the Employer was aware of this request at the time of the alleged adverse action. Furthermore, the Board noted that it would not consider the Charging Party's claims that the Employer violated unidentified Illinois laws governing educator evaluations because it was not authorized to enforce such rights.

- **Christopher Bean v. State Universities Civil Service System, 2024 IL App (1st) 220751-U; 41PERI 34 (8/2/24)**
  The Appellate Court affirmed the Board's finding that it lacked jurisdiction over Respondent State Universities Civil Service System. Section 2(a) of the Act defines the educational employers over which the Board has jurisdiction. By not serving as the governing body of a public school district, not being created by the School Code, or not providing an educational service as its major function, Respondent is not an educational employer. The Board resolves disputes between educational

employers and their employees. Respondent was not an educational employer, nor was Bean employed by Respondent. The Board properly affirmed the EDRDO's dismissal for lack of jurisdiction.

- **Evergreen Park CHSD 231/Evergreen Park HS Education Ass'n, IEA-NEA, 42 PERI 42, Case No. 2023-CA-0002-C (IELRB Opinion and Order, August 20, 2025)**
  Teachers Anna and Teri serve as the Union's co-presidents. They conducted an evening Union meeting in Anna's classroom. The District Superintendent/Principal subsequently delivered a letter to Anna requesting her presence at a disciplinary meeting about alleged misuse of time. Teri was not allowed to attend the meeting and the Union's vice-president and its contract representative attended as Anna's representatives. Teri also received a letter requesting her presence at a different meeting about alleged misuse of time. Anna was not allowed to attend the meeting and the Union's vice-president and its contract representative attended as Teri's representatives. Subsequently, Anna and Teri both received written reprimands. The Board found that because the District did not demonstrate that allowing Anna and Teri to represent each other in their investigatory interviews would have interfered with its legitimate prerogative, it denied them their Weingarten/Summit Hill rights in violation of Section 14(a)(1).

- **Wooten/Bremen CHSD 228, 42 PERI 12, Case No. 2025-CA-0012-C (IELRB Opinion and Order, June 16, 2025) (appeal pending)**
  In a 3-1 decision, the Board affirmed an EDRDO dismissing an unfair labor practice charge. There was no merit to Charging Party's Weingarten assertion. The meeting in question was not investigatory in nature, so Weingarten rights did not attach. Even if it had been investigatory, Weingarten rights did not attach because there was no evidence that Charging Party asked for a union representative. The Executive Director did not err by failing to consider whether the Interboro doctrine was violated. Charging Party argued in her exceptions that the District had no right to non-renew her for not being in her classroom at 7:55 a.m. That is because she believed it was her right under the CBA to not be in her classroom at 7:55 a.m., thus the District non-renewed her for her assertion of a contractual right. There was nothing in the record that Charging Party ever told the District that she believed herself to be asserting any right under the contract by not being present in her classroom at 7:55 a.m. The record showed nothing more than a general broad claim in the charge that the CBA did not obligate her to be in her classroom five minutes early. There was likewise no evidence that the District non-renewed Charging Party in retaliation for her protected activity. Board Member Grossman concurred with the majority that Charging Party's Weingarten rights did not attach and that she did not invoke the Interboro doctrine. He respectfully dissented from the majority's determination that a complaint should not issue alleging a violation of Section 14(a)(3). If substantiated, the principal's alleged comment that first-year teachers were not expected to bring the union

to a meeting could indicate hostility toward the union. Accordingly, Member Grossman believed that a hearing was warranted.

- **<u>Howard/Peoria Public Schools, Dist. 150</u>, 41 PERI 114, Case No. 2024-CA-0020-C (IELRB Opinion and Order, February 19, 2025) (appeal pending)**
  In a 3-1 decision, the Board dismissed a charge alleging a violation of Section 14(a)(1). The Board overturned the Executive Director's determination that Charging Party did not engage in protected activity. The Board nevertheless found the charge failed because it did not show a causal link between the protected activity and the adverse action taken against Charging Party. Member Grossman dissented, indicating that the timing of the adverse action and expressions of hostility warranted issuance of a complaint and notice of hearing.

- **<u>DeBerry/Chicago Board of Education</u>, 42 PERI 3, Case No. 2024-CA-0058-C (IELRB Opinion and Order, May 22, 2025) (appeal pending)**
  The Board affirmed an EDRDO dismissing a charge because the allegations were precluded under the doctrine of res judicata. Charging Party filed a previous charge in 2019 that the Board dismissed. The Court affirmed that dismissal. Charging Party argued in this case that the Board incorrectly dismissed her 2019 charge. Charging Party's claim was already litigated and received a final judgment involving the same parties within the same identity of cause of action.

Retaliation

- **<u>Bd. of Educ. of City of Chicago v. Illinois Educ. Labor Relations Bd</u>., 2024 IL App (1st) 231474-U (2019-CA-0031-C, 2019-CA-0071-C)**
  Union member filed an unfair labor practice charge alleging that the Employer violated 14(a)(3) and (1) of the Act when it issued a series of discipline in retaliation to their protected activity. Following the Board's decision that the Union member engaged in protected activity, the Appellate Court found that the ruling did not amount to the clearly erroneous standard required for reversal and concluded that the Board's decision should stand.

- **<u>Southwestern Illinois College/Mehrmann</u>, 42 PERI 30, Case Nos. 2023-CA-0004-C (IELRB Opinion and Order, July 16, 2025) (appeal pending)**
  The Board majority found that the College terminated Complainant's employment because of his grievance filing. However, this was a dual motive case because the College showed that it had a legitimate reason for terminating Complainant. The CBA allowed it to terminate Complainant without cause because he lost seniority when he did not teach in the Fall 2020 or Spring 2021 semesters and ended the 2021-2022 academic year with 21.20 equated hours of instruction. Despite this, the College did not show this was the determinative motivation for its action, there was no evidence that its decision was not based, at least in part, on Complainant's grievance filing. For that reason, the Board majority found that the College violated Section 14(a)(1). The ALJ who presided over the hearing left the IELRB's employ and the matter was reassigned to a successor ALJ to render a decision. The College argued that the ALJRDO finding it violated the Act should be reversed and remanded for a new hearing because the successor ALJ improperly rendered a decision where witness credibility was a determining faction. The Board found no merit to this argument. Unlike other administrative agencies, the IELRA does not require the IELRB to defer to an ALJ's factual findings. The Board recognized the substantial deference it accords to an ALJ's credibility findings and that it will not overturn them unless they are contrary to the clear preponderance of the relevant evidence, but noted that the Board itself is the fact finder under the IELRA and thus has the authority to review credibility determinations of an ALJ who presides over a case. Chairman Shayne agreed with the majority that Complainant established his prima facie, case but believed that the College showed by a preponderance of the evidence that Complainant would have been terminated notwithstanding his protected activity. For that reason, Chairman Shayne would have reversed the ALJRDO and found that the College did not violate the Act.

Domination or Interference with a Labor Organization

Refusal to Bargain in Good Faith

- **<u>Highland Community College Faculty, Local 1957, IFT-AFT, AFL-CIO/ Highland Community College, Dist. 519</u>, 41 PERI 51, Case No. 2022-CA-0033-C (IELRB Opinion and Order, September 18, 2024)**
  The Union brought a section 14(a)(5) and, derivatively, 14(a)(1) charge alleging that the College unilaterally altered working conditions and created unsafe working conditions for bargaining unit members by refusing to disclose the identities of students violating Governor Pritzker's executive order requiring COVID-19 testing for unvaccinated students. The College argued the expiration of the executive order rendered the charge moot. An unfair labor practice charge based on a denied request for information does not become moot when that information loses relevance, because the right to the information must be determined by the situation existing at the time of the request. Whether the Union bore entitlement to the information remained a live issue. Accordingly, the Board rejected the College's mootness argument; however, it dismissed the complaint on the merits. An employer violates section 14(a)(5) when it refuses to provide a union with requested information directly to the union's function as exclusive bargaining representative and reasonably necessary for performance as exclusive bargaining representative. When information does not fall within the presumptively relevant category, the union bears the initial burden of showing relevancy. The requested information, the non-compliant students, did not relate to presumptively relevant topics, such as wages, fringe benefits, hours, or terms or conditions of employment. The Union failed to produce evidence establishing a connection between the information and its role as the exclusive bargaining representative. The information was not directly relevant to the Union's function as the exclusive bargaining representative and not reasonably necessary for the performance as that function.
- **<u>Forest Park Education Ass'n, IEA-NEA/Forest Park SD 91</u>, 41 PERI 127, Case No. 2023-CA-0061-C (IELRB Opinion and Order, March 19, 2025)**
  The Board overturned an EDRDO and deferred the matter to arbitration. The charge alleged the District made unilateral changes in violation of 14(a)(5) when it required a bargaining unit member to reimburse it and complete a request of reversal of non-insured medical reimbursement exception form, refused to bargain when the Union brought the unilateral changes to its, and violated Section 14(a)(1) by its attorney's threat to

seek sanctions if the Union pursued the matter. The Board found that deferral was appropriate because its resolution turned on the interpretation or application of the CBA.

- **Champaign ESP Professionals, IEA-NEA/Champaign CUSD No. 4, 42 PERI 13, Case No. 2025-CA-0028-C (IELRB Opinion and Order, June 16, 2025)**
  Union filed exceptions to Executive Director's Referral to Arbitration Order, which dismissed the direct dealing portion of its charge as untimely and referred the remainder to arbitration. The Board agreed that the direct dealing allegation that occurred more than a year before the charge was filed was untimely. The Board reserved its ruling as to whether the more recent instance of alleged direct dealing was untimely, as that conduct was also the subject of a separate charge that was still before the Executive Director. The Board found that the referral of the subcontracting portion of the charge to arbitration was appropriate because the alleged misconduct raised contractual as well as statutory issues.

- **Harlem Consol. Sch. Dist. 122 v. Harlem Fed'n of Teachers Local 540, IFT-AFT, AFL-CIO, 2025 IL App (4th) 240860**
  In a matter of first impression, the Board determined that the District violated Section 14(a)(5) of the Act by failing to withhold and remit dues from employees' paychecks in contravention of Section 11.1(a) and (b) of the Act. The plain meaning of the statute and the legislative intent guided the Board in finding that 11.1(f) does not create a stand-alone bad faith bargaining violation since an educational employer's duty to bargain in good faith is part of Section 14(a)(5). The Court disagreed, finding 11.1(f)'s plain meaning makes motive relevant in determining if an employer failed to comply with section 11.1.

- **Governors State Univ. v. Illinois Educ. Labor Relations Bd., 2025 IL App (4th) 240109-U**
  The Court reversed Board's determination that the University violated 14(a)(5) of the Act by unilaterally terminating its tuition waiver policy with several other universities. The Court found that the evidence did not support the Board's conclusion the University made a unilateral change to the policy. Because there was no transactional business relationship between the schools, University had no control over the other schools' waiver decisions, thus the waivers were purely gratuitous.

Refusal to Arbitrate

- **Chicago Teachers Union/Chicago Board of Education, 41 PERI 79, Case No. 2022-CA-0028-C (IELRB Opinion and Order, November 19, 2024)**
  The Board found that the Employer did not violate Section 14(a)(1) of the Act by refusing to arbitrate grievances filed by the Union on behalf of three probationary paraprofessional employees that the Employer terminated and designated as do not hire. The Employer based its refusal on its assertion that there was no contractual agreement to arbitrate grievances over probationary paraprofessional employees. The Union claimed that its grievances did not seek reinstatement or to have the do not hire designations removed as remedies, but instead sought due process meetings prior to the terminations where the employees at issue were notified of the allegations and given an opportunity to respond. But the grievances suggested otherwise, as they requested reinstatement and the demands to arbitrate requested reinstatement and/or removal of the do not hire designations. The parties jointly stipulated that the Employer had the exclusive authority to make hiring and firing decisions for probationary employees and the Union acknowledged that do not hire designations are not grievable. Thus, there was no contractual agreement to arbitrate the dispute and the Employer did not violate the Act by refusing to do so.

- **Summit Hill Council, Local 604, IFT-AFT, AFL-CIO/Summit Hill Elementary School Dist. 161, 41 PERI 136, Case No. 2023-CA-0012-C (IELRB Opinion and Order, April 16, 2025)**
  The District issued teacher an unpaid suspension, notice to remedy, and transfer to another building. The Union filed a grievance. The District refused to arbitrate the grievance. An employer's refusal to arbitrate violates 14(a)(1). There are two valid defenses to a refusal to arbitrate charge and the District asserted both of them. It argued that its refusal to arbitrate did not violate the Act because the notice to remedy was inarbitrable as a matter of law and that there was no contractual agreement to arbitrate the remainder of the grievance challenging the suspension because there was no contractual agreement to arbitrate discipline. The Board recognized that the issuance of a notice to remedy to a teacher is inarbitrable. It went on to observe that while the grievance challenged both the suspension and notice to remedy, the Union eventually abandoned the portion of the grievance concerning the notice to remedy, the Complaint alleged only that the grievance challenged the suspension and did not mention either the notice to remedy or the building transfer. Thus, the issues of whether the District violated the Act by refusing to arbitrate the notice to remedy and building transfer were not before the Board. The Board found that the inarbitrability of a part of the grievance did not render the remainder of the grievance inarbitrable. The Board noted the

IELRA's strong presumption favoring the arbitrability of disputes. Although the CBA lacked provisions regarding just cause, discipline and suspension, those matters were not specifically excluded. The Board found the District violated Section 14(a)(1) of the Act.

- **University Professionals of Illinois, Local 4100, IFT-AFT, AFL-CIO/University of Illinois, Springfield, 42 PERI 59, Case No. 2025-CA-0016-C (IELRB Opinion and Order, September 17, 2025)**

  The Board found that the Union failed to raise issues of law or fact sufficient to warrant a hearing on its unfair labor practice charge. While the parties were finalizing their initial CBA, the University did not allow the Union to file a grievance under its faculty personnel policy manual, essentially the employee handbook. The Union alleged in its charge that relegation of the Union rep to the role of non-participating support person was a unilateral change in violation of Section 14(a)(5) and unlawful discrimination under Sections 14(a)(1) and (3). The Board was not convinced, as the University did not refuse to allow the Union to assist employees during the process, nor did it shut the Union out of that process. There was nothing in the record to indicate that the University's refusal to allow the Union to file faculty personnel policy manual grievances was a unilateral change, that is, that the University's actions amounted to a change to bargaining unit members' terms and conditions of employment. There was no evidence of adverse employment action necessary for a complaint to issue on the Union's discrimination allegations. The Board expressed enthusiastic agreement with the Union's assertion that members of a newly certified union have a right to union representation when they deal with employers over terms and conditions of employment, but did not locate anything in the record to indicate that the University deprived bargaining unit members of that right. Regarding the Union's direct dealing allegation, the Board saw no evidence that the University sought to exclude the Union from the faculty personnel policy manual grievance process by its position that the Union did not have standing to file or initiate faculty personnel policy manual grievances.

- **Chicago Bd. of Educ. v. Chicago Teachers Union, Local No. 1, IFT-AFT, AFL-CIO, 2024 IL App (1st) 240613, 261 N.E.3d 685**

  The Employer refused to arbitrate teachers' disciplinary suspension grievances because of the teachers' previous state court decisions challenging their discipline under the School Code. The Union filed an unfair labor practice charge. The Board members split as to whether the doctrine of res judicata barred arbitration. As a result, the ALJRDO finding that the Employer's refusal to arbitrate the grievances violated Section 14(a)(1) became the non-precedential final order. The Employer appealed. The Court found that res judicata barred the arbitration of the grievances and reversed the order. The Court determined that the parties to the unfair labor practice charge were in privity with the parties of the prior actions. Even though the Union was not a named party in the prior proceedings, it filed the grievances on the

teachers' behalf seeking the same relief as the School Code proceedings and were filed with the same interest in mind. The Union's interest in the grievance proceedings were so closely aligned to the teachers' interests in the School Code proceedings that privity between the parties existed for res judicata purposes. The Court found that the Employer had satisfied the third requirement for res judicata, that the causes of action were the same. Applying the transactional test, the Court saw that it was clear that the same transaction formed the basis of both the School Code proceedings and the grievances: the Employer's decisions to suspend the teachers in lieu of dismissal. The only difference between the cases is that the teachers' objections in the state court proceedings were grounded in statute and the Union's claims in the grievance were based on contract. The assertion of different legal theories did not change the fact that the proceedings stemmed from the same transaction, said the Court.

Refusal to Reduce CBA to Writing and Sign

Violating the Rules Regarding the Conduct of a Representation Election

Refusal to Comply with Arbitration Award

- **<u>Triton Community College, Dist. 504/Cook County College Teachers Union, L 1600, IFT-AFT, AFL-CIO</u>, 42 PERI 1, Case No. 2022-CA-0030-C (IELRB Opinion and Order, May 22, 2025) (appeal pending)**
  The Board found that the College violated Section 14(a)(8) of the Act when it failed to comply with the terms of a binding arbitration award. The College based its refusal to comply on its assertion that the arbitrator acted outside the scope of his authority in rendering the award. The Board disagreed, noting that the College's argument that the Arbitrator erred in his deference to one article of the contract over another was an issue of contractual interpretation reserved for the Arbitrator, not the Board.

- **<u>Cook County College Teachers Union, L 1600, IFT-AFT, AFL-CIO/Triton Community College, Dist. 504</u>, 42 PERI 2, Case No. 2022-CA-0031-C (IELRB Opinion and Order, May 22, 2025) (appeal pending)**
  The College refused to comply with an arbitration award sustaining grievance alleging probationary employee's termination violated the CBA. The College argued that the Arbitrator acted outside the scope of his authority. The College challenged the substantive arbitrability before the arbitrator, citing provision in the CBA that decisions to not recommend probationary employees for permanent employment are not grievable. The arbitrator declined to address the substantive arbitrability of the grievance, noting that the only contract violation alleged was the

termination, not the College's failure to provide the grievant with the three required evaluations during the probationary period. The grievance would have been untimely had it challenged the evaluations but was timely insofar as the termination. Public policy favors arbitration and the finality of arbitration awards. Exclusions from arbitration must be expressly stated in the CBA. Apart from matters specially excluded, questions which the parties disagree on therefore must come within the scope of the grievance and arbitration of the CBA. However, this case involved a situation where there was clear and express language excluding the dispute from arbitration. The matter submitted for arbitration in this case was not substantively arbitrable because there was no agreement to arbitrate disputes over the College's decision whether to recommend permanent employment for probationary employees. The Board found that the College did not violate Section 14(a)(8) of the Act.

Union Unfair Labor Practices

- **Abed Alkarim Ibrahim Hweih/District 65 Educators' Council, IEA-NEA, 41 PERI 26, Case No. 2023-CB-0013-C (IELRB Opinion and Order, July 17, 2024)**
  The Board determined that the Union did not engage in intentional misconduct when they chose not to file a grievance for the Charging Party based on their allegation that they had been discriminated against. The Board affirmed the EDRDO that there was no evidence that the Union's decision to decline filing a grievance amounted to intentional misconduct. Therefore, the EDRDO was affirmed.
- **Reitman/District 65 Educators' Council, IEA-NEA, 41 PERI ____, Case No. 2024-CB-0011-C (IELRB Opinion and Order, October 16, 2024)**
  (See below in Untimely Exceptions)
- **Howard/SEIU, Local 8, 41 PERI 137, Case No. 2024-CB-0008-C (IELRB Opinion and Order, April 16, 2025)**
  The charge alleged the Union breached its duty of fair representation in violation of Section 14(b)(1) by failing to pursue and arbitrate Charging Party's grievance. The Board found there were unresolved questions of law or fact concerning whether the Union told Charging Party that his resignation would not affect his grievance and then refused to arbitrate the grievance based on his resignation. The Board overturned the EDRDO

dismissing the charge and remanded the matter to the Executive Director for issuance of a complainant and notice of hearing.

- **Hester/Harrisburg Education Ass'n, IEA-NEA, 42 PERI 62, Case No. 2025-CB-0013-C (IELRB Opinion and Order, September 17, 2025) (appeal pending)**
  Charging Party filed exceptions to an EDRDO dismissing her charge that the Union violated the Act by excluding her from a salary audit agreement. Her charge was dismissed because it was untimely filed. Even if the charge had been timely, the Union acted within the wide range of discretion it has in representing the bargaining unit in how it handled the salary agreement rather than in bad faith.

Unfair Labor Practice Procedures

- **Grissom/Chicago Board of Education, 42 PERI 60, Case No. 2025-CA-0037-C (IELRB Opinion and Order, September 17, 2025)**
  The Board struck Charging Party's unsolicited reply to the Employer's response to his exceptions because its rules do not provide for replies to responses to exceptions. It is not the Board's practice to allow parties to file briefs in addition to those for which the rules provide. The Board found Charging Party did not establish that he engaged in protected activity necessary for a complaint to issue, and even if he had, he showed no causal connection for what he purported to be protected activity and his suspension and termination. The Board noted that Charging Party's claims that the Employer violated the CBA were beyond the scope of its authority to consider.

Untimely Charge

- **Gregory Ditch/ Naperville Community Unit School District 203, 41 PERI 28, Case Nos. 2024-CA-0019-C, 2024-CA-0024-C (IELRB Opinion and Order, July 17, 2024)**
  The Board affirmed the dismissal of two cases as untimely filed and lacking standing. Under section 15 of the Act, no order shall issue based on any unfair labor practice occurring more than six months prior to filing the charge with the Board. In his first case, Ditch alleged that the District denied him representation at an investigatory meeting. Ditch filed his charge more than six months after the meeting occurred and after the latest he should have known of the investigation. Ditch's second case alleged that the District use of the same law firm to investigate him and defend itself in a civil suit brought by him constituted a conflict of interest. He filed this charge more than six months after his resignation from the District. The Act covers educational

employees, employed full or part-time by an educational employer. At the time of his charge, Ditch was no longer an educational employee and, thus, not entitled to the protections of the Act. The Board also noted that while Ditch failed to attach a certificate of service, it found that Ditch's email of the exceptions to the Board and District contained all the characteristics of service required by the Rules.

- **Hester/Harrisburg Unit District 3, 42 PERI 45, Case No. 2025-CA-0049-C (IELRB Opinion and Order, August 20, 2025) (appeal pending)**
  Charging Party filed exceptions to an EDRDO dismissing her charge that the District violated the Act by excluding her from a salary audit agreement. Her charge was dismissed because it was untimely filed. The Board refused Charging Party's request to allow tolling of the six-month period for filing her charge because she was confused and unaware of the District's action. Tolling suspends or stops the running of a statute of limitations, it is equivalent to a clock stopping and then restarting. But the six-month time period in Section 15 of the Act is not a statute of limitations, it is jurisdictional in nature and cannot be tolled. It begins to run when the party aggrieved by the alleged unlawful conduct either has knowledge of it, or reasonably should have known of it, regardless of whether that person understands the legal significance of the conduct. The Board lacks jurisdiction to act on an unfair labor practice charge that has not been timely filed. The Executive Director's refusal to hold an investigatory conference did not violate Charging Party's right to due process. Such conferences are at the discretion of the Executive Director and are not required by the Act or the Board's rules. Despite whatever equitable impact the District's action may have had on Charging Party, the Board cannot order a remedy on any charge that is untimely.

Untimely Exceptions

- **Reitman/District 65 Educators' Council, IEA-NEA, 41 PERI ____, Case No. 2024-CB-0011-C (IELRB Opinion and Order, October 16, 2024)**
  The Board struck exceptions to an EDRDO dismissing Reitman's charge against the Union because they were untimely filed. In accordance with Sections 1120.30(c) and 1100.20(a) of the Board's rules and regulations, Reitman's exceptions were due no later than 5:00 p.m. on July 17. Because Reitman filed her exceptions at 11:59 pm., they were considered filed the following business day, one day after they were due. Despite striking the exceptions, the Board discussed the merits of the case and noted that even if Reitman's exceptions had been timely filed, it would have affirmed the dismissal of the charge because nothing in her exceptions warranted overturning the EDRDO.

- **<u>Ross/Sauk Village Education Ass'n, IEA-NEA, 41 PERI 116</u>, Case No. 2025-CB-0001-C (IELRB Opinion and Order, February 19, 2025)**
  Charging Party's exceptions to an EDRDO dismissing her unfair labor practice were filed via email one minute after the end of the business day when they were due. Given Charging Party's statement on her certificate of service that she filed her exceptions before 5:00 p.m. and her pro se status, the Board deemed her exceptions timely. The Board declined to consider additional evidence submitted by both parties with their exceptions and response to exceptions that was not submitted during the investigation and contained facts not raised during the investigation. Evidence not submitted to the Executive Director during the investigation cannot be considered by the Board on appeal and new facts shall not be reviewed for the first time on exceptions to the Board. The Board dismissed Charging Party's claim that the Union's refusal to include her in members-only communications breached its duty of fair representation because she submitted no evidence that she was disadvantaged or prevented from receiving any benefits in the CBA by the Union's refusal. The Board found Charging Party, as an individual employee lacked standing to bring a claim under Section 14(b)(3) alleging the Union failed to bargain in good faith.

- **<u>Aaron/Chicago Board of Education</u>, 42 PERI 61, Case No. 2025-CA-0042-C (IELRB Opinion and Order, September 17, 2025)**
  The Board affirmed the EDRDO dismissing unfair labor practice charge because it was untimely filed. The Board noted that the six-month time limit for filing a charge is triggered by the alleged misconduct, not the Charging Party's efforts to contact the Employer about the alleged misconduct.

Failure to Serve Exceptions

- **<u>Harriet Naylor/ Western Suburban Teachers Union Local 57, IFT-AFT, AFL-CIO</u>, 41 PERI 43, Case No. 2024-CB-0007-C (IELRB Opinion and Order, August 14, 2024)**
  Naylor filed a charge alleging the Union violated its duty of fair representation. The Executive Director's Recommended Decision and Order dismissed her charge because she presented no evidence that her disagreements with the Union's leadership caused any effect on the terms or conditions of her employment. The Board affirmed the EDRDO and struck Naylor's exceptions, because she did not file a certificate of service. Exceptions must contain a certificate of service. It noted that, even if she complied with the service requirements, no evidence showed violation of the duty of fair representation, rather she complained of internal union matters.

- **Gregory Ditch/ Naperville Community Unit School District 203, 41 PERI 28, Case Nos. 2024-CA-0019-C, 2024-CA-0024-C (IELRB Opinion and Order, July 17, 2024)**
  (See above in Untimely Charge)

- **Maloney/Cook County School Dist. No. 130, 41 PERI 102, Case No. 2025-CA-0002-C (IELRB Opinion and Order, January 7, 2025)**
  Maloney filed exceptions to an EDRDO dismissing her unfair labor practice charge. The Board struck Maloney's exceptions because she did not file a certificate of service or otherwise demonstrate that she served her exceptions on the Employer. The EDRDO contained specific instructions that exceptions must contain a certificate of service.

- **Campos/University of Illinois, 42 PERI 44, Case No. 2024-CA-0050-C (IELRB Opinion and Order, August 20, 2025)**
  The Board struck Charging Party's exceptions to an EDRDO because she failed to attach a certificate of service or otherwise demonstrate that she served her exceptions upon the University. The Board observed that even if Charging Party had attached a certificate of service, her exceptions did not warrant overturning the EDRDO. The Board would not have considered the supplemental evidence she attached to her exceptions because evidence that is not submitted during the investigation cannot be considered by the Board on appeal.

Injunctive Relief

- **Cook Cnty. College Teachers Union, Local 1600, IFT-AFT, AFL-CIO/ South Suburban College, Dist. 510, 41 PERI 29, Case No. 2024-CA-0060-C (IELRB Opinion and Order, July 17, 2024)**
  The Union initially filed an unfair labor practice charge against the College for refusing to process grievances. In an amended charge, the Union alleged that the College unilaterally made the decision to close a bargaining unit job title and layoff four employees. As a result, the Union requested injunctive relief pursuant to 16(d) of the Act to prevent layoffs or immediately reinstate the laid off employees. The Board found that even if the Union was able to show significant likelihood of prevailing on the merits, injunctive relief was not just and proper because the traditional remedies of reinstatement and backpay plus interest would be adequate to remedy the violation. Therefore, the Board denied the Union's request for preliminary injunctive relief.

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