

**STATE OF ILLINOIS
ILLINOIS LABOR RELATIONS BOARD
STATE PANEL**

Irene Alba-Hernandez,)	
)	
Charging Party,)	
)	
and)	Case No. S-CB-15-034
)	
Chicago Newspaper Guild, Local 34071,)	
)	
Respondent.)	

**DECISION AND ORDER OF THE ILLINOIS LABOR RELATIONS BOARD
STATE PANEL**

On May 26, 2015, Charging Party, Irene Alba-Hernandez, filed an unfair labor practice charge in the above-captioned case alleging that Respondent, the Chicago Newspaper Guild, Local 34071 (Union or Guild) violated Section 10(b) of the Illinois Public Labor Relations Act (Act), 5 ILCS 315 (2014), as amended. Subsequently, Charging Party amended her charge to assert additional claims, including that Respondent had retaliated against her as a consequence of her for filing the initial charge. Following the investigation, Executive Director Melissa Mlynski issued a complaint as to Charging Party’s retaliation claim. However, the Executive Director also issued a Partial Dismissal, which encompassed all of Charging Party’s remaining allegations asserted in both the initial and amended charge. The Charging Party filed a timely appeal pursuant to Section 1200.135(a) of the Board’s Rules and Regulations, 80 Ill. Admin. Code § 1200.135(a), and the Union filed a response. After reviewing the record and appeal, we affirm the Executive Director’s Order in part and reverse in part for the following reasons.

Alba-Hernandez is a full-time *per diem* Court Interpreter employed by the Chief Judge of the Circuit Court of Cook County and a member of a bargaining unit represented by the Guild. In her initial charge, Alba-Hernandez alleged the following: 1) in September 2015, then-Union

Steward Jose Rochel told her not to speak to another Court interpreter because she was a friend of the Director of Interpreter Services; 2) in April 2015, Union Steward Grace Doyle yelled at her because she did not attend a Union function; 3) Union stewards harass another court interpreter daily; 4) the Union has posted material on the Employer's bulletin Board without the Employer's permission in violation of the CBA; 5) the Union has meetings without informing all members; 6) the Union has failed to file LM-2 reports required by U.S. Department of Labor; 7) that Executive director Craig Rosenbaum has not responded to questions about Union expenditures; 8) the Union is trying to get the Director of Interpreter Services fired and writing letters without letting every member know what it is doing or taking a vote of the members before the Union takes any action.

In correspondence dated June 4, 2015, the Board Agent assigned to investigate the charge advised Charging Party that several of her allegations pertained to internal Union matters and did not meet the standard necessary for establishing a violation under Section 10(b)(1) of the Act. In addition, the Agent explained that allegations pertaining to the bulletin board and a possible violation of the CBA did not constitute a violation of the Act. The Agent requested Charging Party provide any additional evidence supporting her charge by June 18, 2015; Charging Party made no response to that request.

On June 23, 2015, Charging Party contacted the Board Agent to request information about the procedures for filing an amended charge to add allegations of retaliation. In that conversation, Charging Party stated that she had previously mailed a response to the Agent's prior inquiry. However, by July 7, 2015, the Agent had not yet received her amended charge or the response to his June 4, 2015 letter. The Agent again wrote to Alba-Hernandez directing her to respond to his earlier request and/or submit her amended charge by July 10, 2015. On July 9, 2015, Alba-Hernandez filed an amended charge alleging 1) that several Union officials had verbally attacked

her and created a hostile working environment for her since she filed the initial charge; and 2) that Rosenbaum refused to respond to her request to become a fair share fee member.

Finding that Charging Party's allegations regarding retaliation raised a question of fact for hearing, the Executive Director issued a complaint as to that portion of the amended charge.

In the Partial Dismissal, the Executive Director notes that the Union acknowledged that Charging Party questioned Rosenbaum about fair share status in late March or early April 2015, and that Rosenbaum admitted to not knowing the status of fair share and needed to conduct research, as Charging Party had alleged in the amended charge; however, the Union denied the allegation that Rosenbaum ignored Charging Party's voicemail messages, and maintained that Rosenbaum returned all of her calls. The Executive Director noted that at the time in question, numerous other Unit Members were raising questions with the Union about fair share payments and that the Board has received other unfair labor practice charges from Unit Members on this issue. Indeed, in response to these inquiries, the Guild performed an audit and in October 2015, the Guild sent out a Notice to its members as required by *Teachers v. Hudson*, 475 U.S. 291 (1986) (*Hudson* Notice or Notice), which gave members the opportunity to resign their membership and pay fair share. In addition, the *Hudson* Notice provided members the opportunity to object to the calculation of their fair share payments.

While we concur with the Executive Director's analysis and subsequent decision to issue a complaint as to allegations of retaliation asserted in the amended charge, we recognize that the question of the propriety of the complaint is not presently before the Board, and we do not address it further.

As to the remaining allegations asserted in the initial charge, we concur with the Executive Director's finding that these allegations fail to raise a question of fact or law requiring a hearing, and are properly dismissed for the reasons set forth in in greater detail in the Partial Dismissal. In

summary, these allegations either fall far short of meeting the intentional misconduct standard required to demonstrate a breach of duty of fair representation under Section 10(b)(1), they involve purely internal Union matters and do not implicate the duty of fair representation, or involve contractual obligations between the Employer and the Union. Dismissal is further justified because Charging Party failed to provide any further information to substantiate these claims, pursuant to the Board Agent's repeated requests.

We disagree, however, with the Executive Director's determination with respect to those allegations in the amended Charge that pertain a potential *Hudson* violation. As an initial matter, there is a question as to whether Rosenbaum ever returned Charging Party's calls and responded to her inquiries regarding fair share. The Executive Director acknowledges that during the relevant time period, other Unit Members were making similar inquiries of the Guild regarding fair share that lead to an audit and the distribution of a *Hudson* Notice in October 2015, several months after Charging Party filed the amended charge asserting the Union's failure to answer her questions regarding fair share, supporting an inference that at some time during the limitations period, the Union may have been in violation of its *Hudson* obligations.

Finally, unlike many other claims discussed herein, the dismissal of this allegation cannot properly be attributed to Charging Party's failure to respond to the Board Agent's request for additional information as the June 4, 2015 letter pre-dated the amended charge and the Agent did not make any subsequent inquiry about the fair share allegation. Notably, in her appeal, Charging Party did not specifically challenge the Executive Director's Dismissal of her claim regarding fair share; however, we think the appeal can reasonably be read to include all aspects of the Partial Dismissal without limiting the Board's consideration to specific arguments Charging Party articulated that focused on certain disputed facts rather than this more subtle legal analysis.

Therefore, for the reasons discussed herein, we affirm the Executive Director's Partial Dismissal except as to those claims regarding the Union's failure to provide information regarding or to otherwise address the fair share request that Charging Party asserted in the amended charge. As to those allegations only, we remand to the Executive Director to conduct further investigation.

BY THE ILLINOIS LABOR RELATIONS BOARD, STATE PANEL

/s/ John J. Hartnett
John J. Hartnett, Chairman

/s/ Michael G. Coli
Michael G. Coli, Member

/s/ John R. Samolis
John R. Samolis, Member

/s/ Keith A. Snyder
Keith A. Snyder, Member

/s/ Albert Washington
Albert Washington, Member

Decision made at the State Panel's public meeting in Chicago and Springfield, Illinois on February 9, 2016, written decision issued in Chicago, Illinois on March 10, 2016.

**STATE OF ILLINOIS
ILLINOIS LABOR RELATIONS BOARD
STATE PANEL**

Irene Alba-Hernandez,

Charging Party

and

Chicago Newspaper Guild, Local 34071,

Respondent

Case No. S-CB-15-034

PARTIAL DISMISSAL

On May 26, 2015, Irene Alba-Hernandez (Charging Party), filed an unfair labor practice charge with the State Panel of the Illinois Labor Relations Board (Board) in Case No. S-CB-15-034, alleging that the Respondent, Chicago Newspaper Guild, Local 34071 (Union or Guild) violated Section 10(b) of the Illinois Public Labor Relations Act (Act), 5 ILCS 315 (2014), *as amended*. On July 9, 2015, the Charging Party filed an amended charge. After an investigation conducted in accordance with Section 11 of the Act, I determined that a portion of the charge fails to raise an issue of law or fact sufficient to warrant a hearing and hereby issue this partial dismissal for the reasons stated below.

I. INVESTIGATION

The Respondent is a labor organization within the meaning of Section 3(i) of the Act that represents a bargaining unit (Unit) including all full-time and per diem court interpreters employed by the Chief Judge of the Circuit Court of Cook County (Chief Judge or Employer).

The Charging Party is a public employee within the meaning of Section 3(n) of the Act, employed by the Chief Judge as a per diem Court Interpreter.

The Charging Party alleges that in or about September of 2014, Union Steward Jose Rochel told her not to speak to Court Interpreter Monica Acevedo because she was a friend of the director¹. The Charging Party claims that in or about April 2015, Union Steward Grace Doyle yelled at her because she did not attend a Union function and that Union stewards harass Court Interpreter Diana Caloca² daily. The Charging Party also asserts that Section 4.3 of the collective bargaining agreement (CBA) between the Chief Judge and the Union has been violated by the Union who she alleges is making political, partisan, and defamatory postings on the bulletin boards at her place of employment. The Charging Party claims that the bulletin board postings have not been approved by the Chief Judge or his representatives.³

The Charging Party asserts the Union is having meetings and only telling certain members about them, stating “the communication is very selective.” The Charging Party claims that the Union has failed to file LM-2 reports⁴ with the U.S. Department of Labor, and when questioned about expenditures, the Union’s Executive Director Craig Rosenbaum has not given a response and he is not communicating with all Unit members. The Charging Party alleges that the Union is trying to get the director⁵ fired and writing letters without letting every member

¹ The Charging Party is referring to the Director of Interpreter Services, Elena Caloca-Norman.

² Caloca is the Charging Party in a separate case (S-CB-15-028) filed against the Union with the Board.

³ Section 4.3 of the CBA between the Chief Judge and the Union provides:

- A. The Office of the Chief Judge shall provide bulletin boards and the number, size and location of each board shall be mutually agreed to by the parties.
- B. The Boards and/or space shall be for the sole and exclusive use of the Union.
- C. The items posted shall not be political, partisan, or defamatory in nature.
- D. The Chief Judge or the Judge’s designated representative shall be provided with a copy of all items prior to posting.

⁴ According to the U.S. Department of Labor’s website: “Every labor organization subject to the Labor-Management Reporting and Disclosure Act, as amended (LMRDA), the Civil Service Reform Act (CSRA) standards of conduct regulations, or the Foreign Service Act (FSA) must file a financial report, Form LM-2, LM-3, or LM-4, each year with the Office of Labor-Management Standards (OLMS) of the U.S. Department of Labor.”

⁵ Again, the Charging Party is referring to Caloca-Norman.

know what is being done. The Charging Party asserts that before any letter is written on the Union members' behalf they should all vote on whether it is what they want and agree to. The Charging Party included with her charge documents: meeting minutes from the Union's Executive Board and Membership meetings from July 9, 2014 through May 13, 2015; a print out of a photo that was taken of a bulletin board which appears to have posted on it several "Stop Management Bullying" stickers; an article titled "Do you respect your boss?"; and a print out of an internet meme⁶ illustrating the difference between a boss and a leader.

In a letter dated June 4, 2015, the Board agent assigned to the case informed the Charging Party of the elements necessary to support a violation under 10(b)(1) of the Act. The Board agent also informed the Charging Party that her allegation regarding a Union official allegedly yelling at her for not attending a meeting was an internal Union matter unless she could show that the Union official's treatment of her meets the standard for establishing a violation under Section 10(b)(1) of the Act. The Board agent also advised the Charging Party that issues regarding the bulletin board postings would be considered alleged violations of the parties' CBA not a violation of the Act. The Board agent requested the Charging Party provide any and all evidence to support her charge by June 18, 2015.

On Tuesday June 23, 2015, the Charging Party contacted the Board Agent by telephone and requested information on how to amend her charge. During the call, Charging Party asserted that the Union was retaliating against her for having filed the initial unfair labor practice charge. During the call the Board agent informed the Charging Party of the necessary steps for amending the charge. During the call the Board agent also inquired as to the status of the Charging Party's reply to the letter he had sent her dated June 4, 2015. The Charging Party indicated to the Board

⁶ An internet meme is defined as an activity, concept, catchphrase or piece of media which spreads, often as mimicry, from person to person via the internet.

agent that she had already mailed her response. On July 7, 2015, the Board agent sent the Charging Party an email informing her that he had not yet received her response to his June 4, 2015, letter nor had he received an amendment to the charge. The Board agent requested that the Charging Party reply to his letter dated June 4, 2015, and/or amend the current charge, if the Charging Party still wished to, by July 10, 2015, or he would recommend dismissal on that basis.

On July 9, 2015, the Charging Party filed an amendment to the charge alleging that since filing the initial charge she has been verbally attacked by Union Executive Director Craig Rosenbaum, Union Steward Grace Doyle and Union Vice-Chair Henry Cheung. The Charging Party alleges her work environment has become very hostile because of the Union representatives. The Charging Party further alleges in her amended charge that she contacted Rosenbaum about being a fair share fee member and he initially said she was fair share, then said he did not know and he had to do some research, and then kept ignoring her voicemails.

In its response to the charge, the Union asserts that the Charging Party's allegations lack specificity. The Union cites Section 1220.20(b)(4) of the Board's Rules, which requires that an unfair labor practice charge must contain "a clear and complete statement of facts supporting the alleged unfair labor practice, including dates, times and places of occurrence of each particular act alleged, and the Sections of the Act alleged to be violated."

Furthermore, the Union asserts that Cheung, Rochel and Doyle were unaware that the Charging Party filed an unfair labor practice charge on May 26, 2015. Consequently, to the extent any of their alleged statements are actually factual, those statements cannot be retaliatory. The Union asserts that Cheung, Rochel and Doyle were never aware of the Charging Party's initial charge on May 26, 2015, until Rosenbaum notified them three weeks ago.⁷ The Union further asserts that Rochel resigned as Secretary of the Unit on June 16, 2015, so any statements

⁷ The Union filed its position statement on October 22, 2015.

made by Rochel after this date cannot be attributed to the Union.⁸ Finally, the Union claims that none of the alleged statements attributed to Cheung, Rochel, Rosenbaum and Doyle, on their face, violate the Act.

In response to the Charging Party's allegation that the Union violated Section 4.3 of the CBA by posting "political, partisan and defamatory postings on the bulletin board," the Union asserts that the Charging Party lacks specificity as to what was posted. The Union claims that in order to respond it needs to know specifically what the Charging Party is referring to. The Union maintains that even if something inappropriate was posted, it is the Employer, not the employee who has the right to file a grievance against the Union under the terms of the parties' CBA. The Union states that although it is irrelevant to a violation of the Act, the CBA provides that the Union only need to provide a copy of items posted and that nothing in Section 4.3 of the CBA requires management's approval prior to the Union posting any material.

In response to the Charging Party's allegation that the Union is having "selective meetings," the Union asserts that the Charging Party lacks specificity, and "in order to respond intelligently," the Union needs specific facts such as the dates of the meetings, and the manner in which these meetings are "selective." The Union claims that the only Court Interpreters' Unit meeting that has been held since the Charging Party filed her charge, occurred on Monday, June 15, 2015, and that the Union notified all members in the Unit of the meeting by mail, e-mail and telephone.

The Union also states that it files an LM-2 annually with the U.S. Department of Labor. The Union further states that assuming it never filed LM-2s, it would not be in violation of the Act, as the filing of LM-2s is beyond the scope of what the Board can consider. The Union

⁸ While the Union refers to Rochel as a former Secretary of the Unit, Charging Party refers to him as a Union Steward. It should be noted that the Union's website indicates that Rochel is the Secretary of the Unit.

asserts that (as demonstrated by an email it provided as evidence), when one of its members requested to see the Union's finances, the Union agreed to show them to the requestor, and the Charging Party was copied on this response.

With respect to the Director of Interpreter Services, Elena Caloca-Norman, the Union states that in a grievance it filed on behalf of Rochel on or about September 23, 2014, the Union requested that the Director be removed from her position because she (allegedly) made defamatory remarks regarding Rochel's sexual orientation. The Union states that the parties settled the grievance and that the settlement is confidential. The Union further states that Caloca-Norman remains in her position as Director and the Union has not made any efforts to remove her since the parties settled the grievance. The Union asserts that its request to remove a Director for (allegedly) making defamatory remarks about Rochel's sexual orientation is not a violation of the Act, as it is the Union's legal obligation to represent all of its members. In addition, the Union asserts that the allegation that Rochel told Charging Party not to speak to Monica Acevedo because she is a friend of Caloca-Norman is untimely as it allegedly occurred in September of 2014.

The Union acknowledges that Charging Party questioned Rosenbaum about fair share status on or about late March or early April 2015, and that Rosenbaum admitted to not knowing the status of fair share in the bargaining unit and having to do research. However, the Union asserts that Rosenbaum never ignored the Charging Party's voicemails and he returned all of the Charging Party's messages. In response to the Charging Party's inquiry⁹ regarding fair share, the Guild performed an audit and the Union has subsequently sent out a Hudson¹⁰ notice to all of its members. The Union provided the Board agent investigating this charge a copy of the Hudson

⁹ The undersigned is aware that numerous other Unit employees were asking the Union questions about fair share on or about this same time period as the Board has received other unfair labor practice charges on this issue.

¹⁰ Teachers v. Hudson, 475 U.S. 292 (1986).

notice, which was sent to all Unit employees October 16, 2015. The notice provided Unit members the opportunity to resign their membership and become a fair share payer. The notice also provided Unit members the opportunity to object to the percentage of their dues that go to non-chargeable expenditures which fair share payers are not required to support.

The Union denies the allegation that Doyle yelled at Charging Party in April of 2015 for not attending a Union function. The Union asserts that it was not a Union function, but was a luncheon organized by a Catholic organization to take care of mentally disadvantaged women. The Guild purchased a table and made a reservation on behalf of Charging Party, who could not attend due to a family emergency. The Union asserts that Doyle never yelled at Charging Party for not attending, but asked that she notify Doyle ahead of time if she needed to cancel the engagement.

In response to the Charging Party's allegation that "Union stewards harass Court Interpreter Diana Caloca daily," the Union claims the allegation is hearsay. The Union states the Charging Party provides no specific facts for it to "intelligently respond."

II. DISCUSSION AND ANALYSIS

I find that the portion of the (amended) charge alleging that the Union retaliated against the Charging Party for filing an unfair labor practice charge raises a question of law or fact for hearing under Section 10(b)(6) of the Act. As such, I am issuing a Complaint for Hearing and will not address the allegations of retaliation any further in this Partial Dismissal.

I further find that the remaining allegations in this unfair labor practice charge fail to raise a question for hearing and must be dismissed. I will first address the allegation that on or about September of 2014, Union Steward Rochel told Charging Party not to speak to Court Interpreter Monica Acevedo because she was a friend of the director. This allegation is

untimely. The incident occurred eight months prior to the date the Charging Party filed her charge, well outside the six month statutory limit to file an unfair labor practice charge. Pursuant to Section 11(a) of the Act, “no complaint shall issue based upon any unfair labor practice occurring more than six months prior to the filing of a charge with the Board...unless the person aggrieved did not reasonably have knowledge of the alleged unfair labor practice.” The six month limitations period begins to run when an employee has knowledge of the alleged unlawful conduct or reasonably should have known of it. Moore v. ISLRB, 206 Ill. App. 3d 327, 564 N.E.2d 213, 7 PERI ¶4007 (1990); Service Employees International Union, Local 46 (Evans), 16 PERI ¶3020 (IL LLRB 2000); Teamsters (Zaccaro), 14 PERI ¶3014 (IL LLRB 1998), aff’d by unpub. order, Docket Nos. 1-98-2382 and 1-98-3014, 16 PERI ¶4003 (1st Dist. 1999).

The remaining allegations must be examined within the context of Section 10(b)(1) of the Act, which provides “that a labor organization or its agents shall commit an unfair labor practice . . . in duty of fair representation cases only by intentional misconduct in representing employees under this Act.”¹¹ In regards to the Charging Party’s claim that in or about April 2015, Union Steward Grace Doyle yelled at her because she did not attend a Union function, there appears to be a question about whether the event was a Union function or a charity event that the Union was

¹¹ Because of the intentional misconduct standard, demonstration of a breach of the duty to provide fair representation, and a violation of Section 10(b)(1), requires a charging party to “prove by a preponderance of the evidence that: (1) the union’s conduct was intentional, invidious and directed at charging party; and (2) the union’s intentional action occurred because of and in retaliation for some past activity by the employee or because of the employee’s status (such as race, gender, or national origin), or animosity between the employee and the union’s representatives (such as that based upon personal conflict or the employee’s dissident union practices).” Metro. Alliance of Police v. Ill. Labor Relations Bd., Local Panel, 345 Ill. App. 3d 579, 588 (1st Dist. 2003). To prove unlawful discrimination, which is necessary to establish the second element of a Section 10(b)(1) violation, a charging party must demonstrate, by a preponderance of evidence, that: (1) the employee has engaged in activities tending to engender the animosity of union agents or that the employee’s mere status, such as race, gender, religion or national origin, may have caused animosity; (2) the union was aware of the employee’s activities and/or status; (3) there was an adverse representation action taken by the union; and (4) the union took an adverse action against the employee for discriminatory reasons, i.e. because of animus towards the employee’s activities or status. Id. at 588-89.

participating in. There also appears to be a question regarding whether Doyle actually yelled at the Charging Party or simply asked the Charging Party to notify her ahead of time if she needed to cancel the engagement. In any event, even if I assume that Doyle yelled at the Charging Party for missing a Union-related function, this appears to be an internal union matter. The Board has previously held that the Board's jurisdiction in section 10(b)(1) cases does not extend to internal union matters. In AFSCME Council 31(Jackson), 14 PERI ¶ 2003 (IL SLRB 1997), the Board held:

Section 10(b)(1) of the Act provides that a labor organization or its agents commits an unfair labor practice in duty of fair representation cases only by intentional misconduct in representing employees. Since the scope of the duty of fair representation is derived from the union's status as exclusive representative of an employer's employees, a union's duty of fair representation applies only to union conduct involving its position as the employees' exclusive bargaining representative in dealings with their employer. Thus, union conduct that affects only an individual's relationship within the union structure is not constrained by the duty of fair representation.

Similarly, Charging Party's allegation that the Union has not been transparent about its finances can also be characterized as an internal union matter. Charging Party takes issue with certain Union expenditures (the purchasing of flowers, Union Board members attending conferences). Absent any evidence that these internal union issues somehow impacted the Union's representation of the Charging Party in dealings with the Employer, these issues do not raise a question for hearing.

A number of other allegations raised by Charging Party must be dismissed because she failed to provide any supporting information or evidence. Specifically, the Charging Party provided no information or evidence to support the following: (1) that Union Stewards harass Court Interpreter Diana Caloca daily; (2) that Rosenbaum and/or the Union engaged in selective

communication with membership; and (3) that Rosenbaum refused to provide Charging Party information regarding fair share.

As the Respondent notes, Section 1220.(b)(4) of the Board's Rules and Regulations requires the Charging Party to provide "a clear and complete statement of facts supporting the alleged unfair labor practice, including dates, times and places of occurrence of each particular act alleged, and the Sections of the Act alleged to have been violated." With respect to these three allegations, the Charging Party has failed to provide any of the required specificity. Furthermore, Section 1220.40(a)(1) of the Board's Rules and Regulations provides that "[t]he Charging Party shall submit to the Board or its agent all evidence relevant to or in support of the charge." This rule has been interpreted to allow the Executive Director to dismiss a case where a charging party has not complied with a request for evidence in support of a charge, or has not responded to a request for a written withdrawal. SEIU Local 880 (Kirk, et al.), 12 PERI ¶2006 (IL SLRB 1995), aff'd by unpub. order, 13 PERI ¶4008 (1996); State of Illinois, Department of Central Management Services (Department of Rehabilitation Services), 12 PERI ¶2005 (IL SLRB 1995), aff'd by unpub. order, 13 PERI ¶4008 (1996). Despite numerous opportunities, the Charging Party has failed to provide evidence to support these three allegations. As such, the available evidence is not sufficient to raise an issue for hearing on these allegations.

The remaining allegations must be dismissed as being beyond the jurisdiction of this Board. Whether or not the Union filed timely LM-2 reports with the U.S. Department of Labor is beyond this Board's jurisdiction as the filing of LM-2 reports is not something that is regulated by the Act. Similarly, the allegation that the Union has violated Section 4.3 of the CBA by allegedly posting political, partisan, and defamatory information on the bulletin boards at the Charging Party's place of employment is, at best, a violation of the collective bargaining

agreement between the Employer and the Union, and not a matter under the purview of this Board. The Board has long held that it is not in the Board's function "in an unfair labor practice context, to assume the role of policing collective bargaining agreements, or to allow parties to use the Board's processes to remedy alleged contractual breaches or to obtain specific enforcement of contract terms." Additionally, the Board has found that except in unusual circumstances, enforcement of collective bargaining agreements...are functions of the Illinois courts rather than the Board. Village of Creve Coeur, 3 PERI ¶2063 (IL SLRB 1987).

III. ORDER

Accordingly, the portions of the instant charge as described above are hereby dismissed. The Charging Party may appeal this partial dismissal to the Board any time within 10 days of service hereof. Such appeal must be in writing, contain the case caption and number, and must be addressed to the General Counsel of the Labor Relations Board, 160 North LaSalle Street, Suite S-400, Chicago, Illinois, 60601-3103. The appeal must contain detailed reasons in support thereof, and the Charging Party must provide it to all other persons or organizations involved in this case at the same time it is served on the Board. The appeal sent to the Board must contain a statement listing the other parties to the case and verifying that the appeal has been provided to them. The appeal will not be considered without this statement. If no appeal is received within the time specified, this partial dismissal will be final.

Issued in Springfield, Illinois, this 30th day of December, 2015.

**STATE OF ILLINOIS
ILLINOIS LABOR RELATIONS BOARD
STATE PANEL**



Melissa Mlynski, Executive Director