

INSTRUCTIONS: File an original and 2 copies of this charge with IELRB Executive Director at the IELRB Office In Chicago or Springfield.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Crystal Lake Community Consolidated School District No. 47			
b. Address (street, city, state, ZIP code) 300 Commerce Drive, Crystal Lake, IL 60014	c. Employer Representative Dr. Kathy J. Hinz	d. Telephone No. (815) 788-5000	

e. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 14(a), subsections (list subsections) 1, 5 of the Illinois Educational Labor Relations Act, and these unfair labor practices are unfair practices within the meaning of the Act.

2. Basis of the Charge (be specific as to facts, names, addresses, locations involved, dates, places, etc.)

Beginning in or about May, June, and/or July 2024, and continuing to date, the Employer subcontracted bargaining unit instructional positions without notice to the Union. Such conduct exceeds the Employer's statutory authority and constitutes a prohibited subject of bargaining. By unilaterally implementing a prohibited subject, the Employer engaged in bad faith bargaining. In the alternative, or in addition to the above, subcontracting bargaining unit instructional positions is a permissive waiver of the Union's statutory rights, and implementation thereof, without the Union's consent, constitutes bad faith bargaining. Assuming, *arguendo*, that such conduct is neither a prohibited nor permissive subject of bargaining, which the Union does not concede, subcontracting of bargaining unit positions is, at the very least, a mandatory subject of bargaining. Implementation thereof, without notice to the Union and the opportunity to bargain, constitutes bad faith bargaining. All of the above referenced conduct constitutes bad faith bargaining in violation of Sections 14(a)(5) and (1) of the Act.

3. Relief Sought

Issue an Order finding in favor of the Union on all allegations. Order the Employer to immediately cease and desist all past, present and future conduct that exceeds the Employer's statutory authority and/or is a prohibited subject of bargaining. Order the Employer to immediately cease and desist all past, present and future conduct that violates the Union's statutory rights and/or is a permissive subject of bargaining. Order the Employer to immediately rescind all subcontracting agreements and decisions for instructional positions and immediately hire bargaining unit employees to fill those positions. Order the Employer to make all affected employees, or those who should have been hired to fill the subcontracted positions, whole in all ways, including, but not limited to, back pay, accrued seniority and benefits, and interest. Order the Employer to compensate the Union for the amount of lost Union dues, and make all affected employees and the Union whole in any and all other ways deemed just and equitable. Order the Employer to post a Board-issued notice of violations.

By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 14 of the Act.

4. Full name of party filing charge (if employee organization, give full name, including local name and number)
Crystal Lake Elementary Teachers Association

5a. Address (street and number, city, state, and ZIP code) 100 East Edwards Street, Springfield, Illinois 62704	5b. Telephone No. 844-432-1800
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6. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)
IEA-NEA

7. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By <u>/s/ Susan M. Matta and Sam Hensel, Allison, Slutsky & Kennedy, P.C.</u> <small>(signature of representative or person making charge)</small>	Attorneys for Charging Party <small>(title if any)</small>
Address <u>230 West Monroe Street, Suite 2000, Chicago, IL 60606</u>	<u>(312) 286-5716</u> <small>(Telephone No.)</small>
	<u>9.18.24</u> <small>(date)</small>