

## Attachment to IECC Charge Against IECCEA

### **2. Basis of the Charge**

During the parties' negotiations for a successor agreement, the Illinois Eastern Community College Education Association ("IECCEA") has repeatedly and consistently engaged in bad faith bargaining in violation of Section 14(b)(3) of the Illinois Educational Labor Relations Act ("IELRA" or "Act").

IECCEA is the exclusive bargaining representative of a unit of approximately 80 full-time faculty members at Illinois Eastern Community Colleges ("IECC"). The parties' most recent collective bargaining agreement extended from September 1, 2021, to August 31, 2023. The parties have engaged in successor contract negotiations since May 2023. Throughout successor negotiations, the IECCEA has violated Section 14(b)(3) by, among other things, refusing to bargain, violating the parties ground rules, inappropriately insisting on permissive subjects of bargaining, and refusing to mediate. More specific examples of the Union's failure to bargain in good faith include, but are not limited to:

- Refusing to bargain over economic issues unless or until non-economic proposals had first been resolved;
- Refusing to respond to IECC's July 2023 economic proposals until July 2024;
- Refusing to meet at reasonable times for reasonable periods including refusing to meet for any bargaining sessions for nearly four months, refusing to meet for more than limited periods of time, and failing to arrive timely to meetings;
- During the limited time periods the Union has agreed to meet, the IEA Representative repeatedly engaged in dilatory tactics by pontificating for significant portions of time in order to take up the majority of the meeting times to limit discussions of proposals;
- Violating the parties' ground rules by submitting new issues at the bargaining table outside of the agreed-upon timelines for introducing new items;
- Insisting, over IECC's objection, on permissive subjects of bargaining, including insistence on including substantive performance evaluation criteria in the parties' collective bargaining agreement (which was not proposed during the IECCEA's opening proposals);
- Refusing to respond to several relevant information requests from IECC after the Union alleged that IECC violated the CBA;

- Repeatedly presenting regressive bargaining proposals, including presenting an economic proposal consisting of over \$200,000 of additional money;
- On July 22, 2024, refusing to mediate with FMCS, only agreeing to do so after the IECC was forced to waste resources submitting a request to the Illinois Educational Labor Relations Board;
- At an August 2024 faculty meeting, telling bargaining unit members that the Union had no intention of agreeing to anything during the parties' upcoming mediation session in order to engage in a strike to embarrass IECC in December 2024;
- On September 5, 2024, again introducing new, never-before-seen bargaining proposals in violation of the parties' agreed-upon ground rules;
- Repeatedly insisting that IECC is subject to the Illinois School Code (IECC is actually subject to the Illinois Public Community College Act); and
- Refusing to provide counter proposals to IECC in spite of the FMCS Mediator's statement that the Union should provide these proposals to IECC.

In sum, the Union has consistently demonstrated that it has not approached negotiations with an open mind and a sincere interest in reaching a deal. Rather, the Union has made a concerted effort to drive the parties further apart. Therefore, for these reasons and as will be further detailed in IECC's position statement, the Union has violated Section 14(b)(3) of the IELRA.

### **3. Relief Sought**

IECC requests that the Union be ordered to cease and desist bargaining in bad faith, that it provide the information responsive to IECC's information requests, and any and all other relief the Board deems appropriate.