

**STATE OF ILLINOIS**  
**ILLINOIS EDUCATIONAL LABOR RELATIONS BOARD**

Adjunct Faculty Association, IEA-NEA, )  
 )  
Complainant )  
 )  
and )  
 )  
Oakton Community College, )  
 )  
Respondent )  
 )

Case No. 2015-CA-0096-C

**COMPLAINT AND NOTICE OF HEARING**

Complainant, Adjunct Faculty Association, IEA-NEA, filed an unfair labor practice charge with the Illinois Educational Labor Relations Board (IELRB or Board) in the above-captioned case, alleging that Respondent, Oakton Community College, violated Section 14(a) of the Illinois Educational Labor Relations Act (Act), 115 ILCS 5/1, *et seq.* (2012), *as amended*. After an investigation conducted in accordance with Section 15 of the Act, the Executive Director determined that the charge involves dispositive issues of law or fact and issues this complaint for hearing, pursuant to the Act and Section 1120.30 of the IELRB's Rules and Regulations (Rules), 80 Ill. Admin. Code §§1100-1135.

Complainant alleges as follows:

1. Complainant filed the unfair labor practice charge in this proceeding on May 8, 2015, and a copy thereof was served on Respondent.
2. At all times material, Oakton Community College (College) was an educational employer within the meaning of Section 2(a) of the Act and subject to the jurisdiction of the Board.
3. At all times material, Adjunct Faculty Association, IEA-NEA (Union) was a labor organization within the meaning of Section 2(c) of the Act.
4. At all times material, the Union was the exclusive representative, within the meaning of Section 2(d) of the Act, of a bargaining unit comprised of certain persons employed by the College, including those in the job title or classification of Adjunct Faculty Member.
5. At all times material, the Union and the College were parties to a collective bargaining agreement (CBA) for the unit referenced in paragraph 4.
6. At all times material, the College employed Mum Martens (Martens) as its Executive Director of Human Resources.
7. At all times material, Martens was an agent of the Respondent authorized to act on its behalf.
8. On or about November 13, 2014, Martens sent an e-mail to certain Adjunct Faculty Members notifying them that because they received a certain level of annuity under the State University Retirement System (SURS), the College would not be re-employing them effective July 1, 2015.

9. Job qualifications of Adjunct Faculty Members are mandatory subjects of bargaining within the meaning of the Act.
10. Respondent took the action referenced in paragraph 8 without giving notice to the Union or offering it an opportunity to bargain.
11. Respondent took the action referenced in paragraph 8 without reaching agreement or impasse with the Union.
12. By its acts and conduct as described in paragraphs 8, 10, and 11, Respondent violated Section 14(a)(5) and, derivatively, Section 14(a)(1) of the Act.

**WHEREFORE**, Complainant requests that the IELRB grant any and all relief it finds appropriate in accordance with Section 15 of the Act.

**RESPONDENT IS HEREBY NOTIFIED** that pursuant to Section 1120.30(d) of the Rules, **it must file copies of its answer to the complaint with the IELRB and serve a copy on Complainant no later than 15 days after service hereof, and that pursuant to Section 1120.30(d)(3) of the Rules, failure to timely file an answer shall be deemed to be an admission of all material facts or legal conclusions alleged in the complaint and a waiver of hearing. The filing of any motion or other pleading will not stay the time for filing an answer.**

**ALL PARTIES ARE HEREBY NOTIFIED** that a hearing will be held at 9:30 a.m. on December 20 and 21, 2016, and on consecutive business days thereafter, until completed, at 160 North LaSalle Street, Suite S-501, Chicago, Illinois, before John F. Brosnan, an administrative law judge for the Illinois Educational Labor Relations Board, upon all disputed issues, at which time and place Complainant has the obligation to present all evidence in support of its positions, and all parties have the right to appear in person and provide testimony, other evidence, and oral and written arguments. The public hearing will be conducted pursuant to Section 15 of the Act, and Sections 1100, 1105 Subpart B, and 1120 of the Rules. As part of its case processing, the agency provides for mediation of the dispute underlying the unfair labor practice charge, prior to hearing. If you decide to pursue an informal mediation conference as a means to resolve this charge, please sign and date the enclosed mediation form and return it as instructed. If both parties express interest in mediation, the Board mediator assigned to this matter will contact the parties to arrange the mediation session.

**Issued in Springfield, Illinois, this 22nd day of July, 2016.**

**STATE OF ILLINOIS  
EDUCATIONAL LABOR RELATIONS BOARD**



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**Victor E. Blackwell  
Executive Director**

Illinois Educational Labor Relations Board  
160 North LaSalle Street, Suite N-400, Chicago, Illinois 60601-3103, Telephone: 312.793.3170  
One Natural Resources Way, Springfield, Illinois 62702, Telephone: 217.782.9068

ILLINOIS EDUCATIONAL LABOR RELATIONS BOARD  
VOLUNTARY MEDIATION PROGRAM

Attached is the Complaint and Notice of Hearing that issued from the Board which includes information regarding your scheduled hearing. Parties to a Complaint may voluntarily agree to mediation as a means of resolving this Complaint and any related issues that resulted from the underlying charge, understanding that mediation may save you costs; give you an opportunity to directly resolve the matter with the other side; and result in an equitable solution to the charge. If both parties agree to pursue mediation as a first step to informally negotiate a settlement, a mediation session will be scheduled prior to the hearing. This process does not waive your right to a hearing and the scheduled hearing will take place unless both parties agree in writing to settle this matter prior to hearing.

I agree to first pursue mediation to resolve this charge without waiving my right to a hearing.

_____ Signed by Party or Agent	_____ Dated
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I am not interested in mediation as a means to resolve this charge.

_____ Signed by Party or Agent	_____ Dated
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Please return your selected option within 5 business days of receiving the Complaint by email to [Eileen.Brennan@illinois.gov](mailto:Eileen.Brennan@illinois.gov), or the Hearing Officer listed in the Complaint by Fax to: 312-793-3369.

\*Indicate your case number for the Board's office reference.

Case No. 2015-\_\_\_\_\_-\_\_\_\_\_.

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**AFFIDAVIT OF SERVICE**

I, the undersigned employee of the Illinois Educational Labor Relations Board, on oath certify that I have this 22<sup>nd</sup> day of **JULY 2016**, served the attached **COMPLAINT AND NOTICE OF HEARING AND ILLINOIS EDUCATIONAL LABOR RELATIONS BOARD VOLUNTARY MEDIATION PROGRAM** issued in the above-captioned case by e-mail, on the following parties at the addresses indicated:

Rachel E. Clark  
IEA-NEA  
[rachel.clark@ieanea.org](mailto:rachel.clark@ieanea.org)

Philip H. Gerner III  
Robbins Schwartz Nicholas Lifton & Taylor, Ltd.  
[pgerner@robbins-schwartz.com](mailto:pgerner@robbins-schwartz.com)

Jennifer L. Jones  
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[jjones@robbins-schwartz.com](mailto:jjones@robbins-schwartz.com)

  
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Deb Bryant, Illinois Educational Labor Relations Board