2026 IL App (1st) 252445-U

SECOND DIVISION
November 10, 2026

No. 1-25-2445

NOTICE: This order was filed under Supreme Court Rule 23 and is not precedent except in the limited circumstances allowed under Rule 23(e)(1).

IN THE APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

CHRISTOPHER RENTERIA,	)	
	)	
Petitioner-Appellant,	)	Petition for Review
	)	from an Order of
v.	)	the Illinois Labor
	)	Relations Board,
ILLINOIS LABOR RELATIONS BOARD, STATE PANEL,	)	Local Panel
and AMERICAN FEDERATION OF STATE, COUNTY,	)	
AND MUNICIPAL EMPLOYEES, COUNCIL 31,	)	S-CB-25-039
	)	
Respondents-Appellees.	)	

JUSTICE McBRIDE delivered the judgment of the court.
Presiding Justice D.B. Walker and Justice Reyes concurred in the judgment.

O R D E R

¶ 1 Held: State employee failed to show that Illinois Labor Relations Board abused its discretion by dismissing his unfair labor practice charge as a result of his union's decision to withdraw a grievance.

¶ 2 Christopher Renteria, who has worked for the State of Illinois since 2010, brings this direct administrative review action contending that his labor union, American Federation of State, County, Municipal Employees, Council 31 (AFSCME), mishandled his grievance regarding an unexpected pay cut after he voluntarily changed jobs in 2024. Renteria anticipated that his pay rate would be protected when he left a job at the Illinois Department of Corrections for a lesser-paying

position with the Illinois Gaming Board. When AFSCME unilaterally withdrew his grievance, he filed an unfair labor practice charge against AFSCME with the State Panel of the Illinois Labor Relations Board (Board), alleging that the union had violated its duty of fair representation under section 10(b)(1) of the Illinois Public Labor Relations Act (Act). 5 ILCS 315/10(b)(1) (West 2024). However, Renteria's charge was dismissed at the investigatory stage. In dismissing that charge, the Board found that Renteria did not present evidence that the union had engaged in "intentional misconduct" in representing an employee (see *Murry v. American Federation of State, County & Municipal Employees, Local 1111*, 305 Ill. App. 3d 627, 631 (1999)) or demonstrate that the union's actions were based on anything but its objective appraisal of the grievance. Renteria contends that although he did not provide direct evidence of intentional misconduct, he did provide reasonable inferences that were sufficient to warrant a hearing. He complains that the Board treated the union's decision as if it were unreviewable.

¶ 3 Under a previous collective bargaining agreement between the Illinois Gaming Board and AFSCME, if a bargaining unit member accepted a voluntary reduction to a trainee classification, his or her pay rate would be protected in the short term. In the trainee position, he or she would receive the higher of (a) the in-hire salary rate or (b) his or her current salary rate; and also, when the person was promoted from trainee to the target title, he or she would be placed on a specific salary level or "step" that resulted in at least a one dollar increase in salary.

¶ 4 In other words, despite transferring to a lesser-paying job title, the person would not be paid less. The person would retain his or her historical salary rate or be "red circled" through the initial transfer as well as in the subsequent promotion. A "red circle" pay rate is a higher-than-normal wage rate that an employee is paid above the established maximum for his or her job title.

¶ 5 On July 24, 2023, the Illinois Gaming Board and AFSCME agreed to revise the section of the collective bargaining agreement concerning red circling and promotions. (The revision did not concern the pay rate that a transferring employee would receive while a trainee.) Under the revision, instead of retaining his or her red-circled salary upon promotion, the employee would be placed on a salary step that was a full step higher than the former position, without regard for whether this actually resulted in a pay increase.

¶ 6 In 2024, Renteria was employed as a Corrections Treatment Officer Supervisor by the Illinois Department of Corrections. He was at step 8 of the pay scale and was earning $10,411 per month. January 29, 2024 was when he transferred to the position of Gaming Special Agent Trainee at the Illinois Gaming Board. The 2023 change to the collective bargaining agreement did not speak to his pay rate in the trainee position. As a trainee, his salary was red circled and he continued to receive the $10,411 per month that he was entitled to under both the prior and current versions of the collective bargaining agreement. Renteria e-mailed his employer's human resources department on August 25, 2024 to inquire about his pay rate once he was promoted from agent trainee to full-fledged agent. He was informed that when he was promoted, he would be placed on step 8 for the agent position (which was the highest step for that position) and that his pay would no longer be red circled at the rate that he had been receiving at the Illinois Department of Corrections. On April 22, 2025, Renteria was promoted to the title of Gaming Special Agent. Once promoted, Renteria no longer had red-circle status and his salary was reduced from $10,411 to step 8's rate of $9,100 per month.

¶ 7 AFSCME filed a grievance on his behalf, but it withdrew the grievance on January 9, 2025, at the third step of the process, without informing Renteria in advance or telling him why it came

to that decision.

¶ 8 Renteria filed a charge against AFSCME alleging that the withdrawal was an unfair labor practice within the meaning of section 315/10(b)(1) of the Act. 5 ILCS 315/10(b)(1) (West 2024). He contended that the union and the Illinois Gaming Board (Central Management Services) did not post the new master contract on their websites until the summer of 2024, *i.e.*, about a year after the contract took effect, and that he was not aware of the terms until after he accepted the trainee position in early 2024. He pointed out that the Illinois Administrative Code (Code) (see 80 Ill. Adm. Code 310.220(f) (2020)) still reflects the old red-circle method of determining the salary of someone who transfers to a lower-paid position. The Code still states:

> "f) Red-Circled Rates – Red-circled rates are the negotiated or arbitrator assigned base salaries not otherwise on a step in the pay grade assigned to a classification or in the Pay Plan. The base salaries may be above the pay grade's maximum base salary or between two base salaries on consecutive steps. An employee who takes a position in a Trainee Program (see 80 Ill. Adm. Code 302.170) classification that represents a reduction when comparing classifications (see Section 310.45) shall receive the higher amount of either the in-hire rate or the base salary red-circled at the amount of the former classification. Upon completion of a trainee period, the employee who is promoted to a targeted title shall receive the rate on a step that results in a minimum of one dollar increase based on the difference between the two steps, which the red-circled rate is between, added to the red-circled rate. If through negotiation of a classification assignment to a pay grade where the base salary exceeds Step 8, the base salary shall be red-circled at its current rate and may receive contractual adjustments." *Id.*

¶ 9 Renteria contended that the Code should override the collective bargaining agreement so that he could continue to receive red-circle pay after being promoted from trainee to agent. According to Renteria, the "Code comes from the legislature and the new [contract] should not have been allowed to contradict or supersede it."

¶ 10 He also argued that "maintaining [his] lawful red-circle status under § 310.220(f) [of the Code] would only be a [short-term,] temporary measure" until he became a Senior Gaming Special Agent. He explained that his agent trainee classification had been for one year, followed by an automatic promotion to agent for two years, and that his current position would be followed by an automatic promotion to Senior Gaming Special Agent, which had a salary range that exceeded his last salary at the Illinois Department of Corrections. Therefore, he would not need red-circle protection indefinitely. The problem was that unless his salary was temporarily red circled as it would have been under the former collective bargaining agreement, he was going to "lose money every pay period," to the tune of "approximately $100,000."

¶ 11 At the conclusion of an investigation, the Board's executive director determined that Renteria had not presented evidence that the union breached its statutory duty of fair representation and that the charge did not warrant a hearing. The executive director dismissed the charge because the allegations and available evidence did not sufficiently raise an issue of law or fact. The Board affirmed and dismissed the charge.

¶ 12 In this direct action for administrative review, Renteria contends that AFSCME's "intentional misconduct" can be inferred because the union advanced his grievance through multiple steps, but then withdrew it at the third stage without consulting him and explaining its rationale. He contends these circumstances "support a reasonable inference that the withdrawal

was intentional and directed at [his] ability to vindicate [his] rights implicated by the grievance process and governing law." As explained below, we reject his argument to reverse the Board's decision and remand for a hearing.

¶ 13 When an unfair labor practice charge is filed, the Board's executive director is to investigate the charging party's claims. 5 ILCS 315/11(a) (West 2024); 80 Ill. Admin. Code § 1220.40(a) (2020). During this investigation, the Board functions similar to a grand jury, in that it assesses the credibility of witnesses; draws inferences from the facts; and, in general, decides whether there is sufficient evidence to support the charge. *Murry*, 305 Ill. App. 3d at 631; *Michels v. Illinois Labor Relations Board*, 2012 IL App (4th) 110612, ¶ 44. If the Board determines that there is an issue of fact or law sufficient to warrant a hearing, then the Board is required to issue a complaint. 5 ILCS 315/11(a) (West 2024); 80 Ill. Admin. Code § 1220.40(a)(3) (2020); *Michels*, 2012 IL App (4th) 110612, ¶ 44. On the other hand, if the Board determines that the charge fails to state a claim or that the investigation does not reveal an issue of law or fact sufficient to warrant a hearing, then the Board must dismiss the charge. 5 ILCS 315/11(a) (West 2024); 80 Ill. Admin. Code § 1220.40(a)(4) (2020); *Michels*, 2012 IL App (4th) 110612, ¶ 44.

¶ 14 When the Board is deciding whether there is sufficient evidence to justify a hearing or dismissal, the Board is exercising its discretion. *Michels*, 2012 IL App (4th) 110612, ¶ 45. Thus, we are reviewing whether the decision was an abuse of discretion. *Id.* The Board abuses its sound discretion only when its decision is arbitrary and reached without conscious judgment or when its decision is clearly illogical. *Id*. Renteria, therefore, must establish that no reasonable person could come to the same conclusion as the Board. *Id.*

¶ 15 According to section 10(b)(1) of the Act, AFSCME commits an unfair labor practice and

violates its duty of fair representation if it commits intentional misconduct in representing an employee. 5 ILCS 315/10(b)(1) (West 2024). Public unions are granted wide discretion to settle or withdraw grievances that they believe lack merit. *Metropolitan Alliance of Police v. State Labor Relations Board, Local Panel*, 345 Ill. App. 3d 579, 588 (2003). The fact that AFSCME dropped Renteria's grievance is not by itself enough to prove intentional misconduct. *Id.* Under Illinois public sector labor law, if a union withdraws a grievance and is alleged to have violated its duty of fair representation, then the Board will apply a two-pronged evidentiary framework. *Michels*, 2012 IL App (4th) 110612, ¶ 48 (citing *Metropolitan Alliance of Police*, 345 Ill. App. 3d at 588).

> "To demonstrate intentional misconduct by a union under section 10(b)(1) of the Act, a charging party must prove by a preponderance of the evidence that: (1) the union's conduct was intentional, invidious and directed at him; 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). [Citation.]
>
> In order to establish the second element of a section 10(b)(1) violation, the charging party must prove unlawful discrimination. In duty-of-fair-representation cases, to prove unlawful discrimination, the charging party must establish a *prima facie* case by demonstrating by a preponderance of the 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 toward the employee's activities or status. [Citation.] *Metropolitan Alliance of Police*, 345 Ill. App. 3d at 588-89.

¶ 16 The charging party bears the burden of submitting "all evidence relevant to or in support of the charge" (80 Ill. Admin. Code § 1220.40(a)(1) (2020)) that is sufficient to support the claims. S*ee Michels*, 2012 IL App (4th) 110612, ¶ 50.

¶ 17 Under these standards, we will not disturb the Board's decision to dismiss the charge. Renteria has failed in his burden of providing evidence that AFSCME violated section 10(b)(1) of the Act (5 ILCS 315/10(b)(1) (West 2024)) and he has not argued any other basis for reversal. As to the first element, he provided absolutely no evidence indicating that AFSCME acted intentionally to disadvantage him when it withdrew the grievance regarding his pay rate. See *Metropolitan Alliance of Police,* 345 Ill. App. 3d at 588; *Michels*, 2012 IL App (4th) 110612, ¶ 48. Even if we were to assume that the decision to drop the grievance was a deliberate choice, as opposed to a negligent loss of Renteria's paperwork or a missed deadline, he made no attempt to satisfy the second element. He did not provide evidence that the withdrawal occurred because of and in retaliation for his past activity or because of animosity between himself and the union's representatives. See *Metropolitan Alliance of Police*, 345 Ill. App. 3d at 588; *Michels*, 2012 IL App (4th) 110612, ¶ 48. More specifically, he did not indicate that he engaged in any activity that would tend to stir up animosity from the union or that his race, gender, religion or national origin may have caused animosity from the union. Thus, his attack on the Board's decision lacks any substance or persuasiveness.

¶ 18 His argument throughout the administrative proceedings and here on review is that the

Code (see 80 Ill. Admin Code 310.220(f) (2020)) reflects the old red-circle method that was favorable to his transfer and that the Code should prevail over the less advantageous terms of the current collective bargaining agreement. He argues that the Code uses mandatory language ("shall") and enunciates no exceptions (see 80 Ill. Adm. Code 310.220(f) (2020)); that administrative codes in general have the force of law and are binding until amended; and that a "law" cannot be superseded by contract terms.

¶ 19 This argument confuses the hierarchy of Illinois laws, the state's administrative code and the collective bargaining agreements that have been negotiated and executed between AFSCME and the Illinois Gaming Board. Section 15(b) of the Act – a state law – provides: "any collective bargaining contract between a public employer and a labor organization *** shall supersede *any* contrary statutes, charters, ordinances, rules or regulations relating to wages, hours and conditions of employment and employment relations adopted by the public employer or its agents." (Emphasis added.) 5 ILCS 315/15(b) (West 2014). Thus, according to the Illinois legislature, the collective bargaining agreement that changed the terms of red-circle pay after promotion takes priority over the administrative code that Renteria relies upon. The legislature anticipated that the collective bargaining agreement between AFSCME and the Illinois Gaming Board could be revised more rapidly than the Code could be updated, and the legislature provided that the current collective bargaining agreement would always take priority. Accordingly, we reject Renteria's theory of reversal.

¶ 20 Our review of the record and appellate arguments indicates that Renteria's appeal lacks merit. The agency's determinations were correct and Renteria provides no feasible basis for reversing the dismissal.

¶ 21 For these reasons, we affirm the Board.