2026 IL App (1st) 251827-U
No. 1-25-1827
Order filed November 13, 2026

NOTICE: This order was filed under Illinois Supreme Court Rule 23 and is not precedential except in the limited circumstances allowed under Rule 23(e)(1).

IN THE

APPELLATE COURT OF ILLINOIS

FIRST DISTRICT, SIXTH DIVISION

TAMARA MASON, Plaintiff-Appellant,

v.

ILLINOIS DEPARTMENT OF LABOR, UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1546, and ROBERT O'TOOLE, Defendants-Appellees.

Appeal from the Circuit Court of Cook County, Illinois.
Honorable Michael T. Mullen, Judge, Presiding.
No. 24 CH 784

PRESIDING JUSTICE GAMRATH delivered the judgment of the court.
Justices Pucinski and Evans concurred in the judgment.

ORDER

¶ 1 *Held*: Ex-employee's claim for unpaid vacation wages under the Illinois Wage Payment and Collection Act was preempted by federal law where her entitlement to such wages required interpretation of a collective bargaining agreement.

¶ 2 Tamara Mason sought 12 weeks of unpaid vacation pay from her former employer, United Food and Commercial Workers Local 1546 (Union). The Union maintained that those 12 weeks had been applied to her paid medical leave in 2020 and 2021. Mason filed a claim with the Illinois Department of Labor (Department) under the Illinois Wage Payment and Collection Act (Wage Law) (820 ILCS 115/1 *et seq.* (West 2024)) to recover the disputed vacation pay.

¶ 3 The Department found Mason's Wage Law claim required interpretation of a collective bargaining agreement (CBA) and was preempted by section 301 of the federal Labor Management Relations Act (LMRA) (29 U.S.C. § 186 *et seq.*). It therefore dismissed her claim for lack of jurisdiction. Mason appealed, arguing her claim could be adjudicated independently of the CBA. The circuit court affirmed the Department's decision, as do we.

¶ 4 I. BACKGROUND

¶ 5 Mason worked for the Union as a union representative from 1998 to 2021. Although she withdrew from the CBA in 2017, its provisions regarding leaves of absence, vacation time, and payout of unused vacation time upon termination continued to apply to her. Under article VIII of the CBA, employees with over 25 years of service received six weeks of vacation each year. Under article X, employees could get 90-day leaves of absence due to injury, plus 90-day extensions up to a total of 18 months. Employees would receive full wages for the first 26 weeks and half wages for the next 26 weeks.

¶ 6 On April 13, 2020, Mason sustained a foot injury that limited her ability to walk or drive. According to Mason, she received approval to work from home and did so until October 2, when the Union placed her on leave of absence.

¶ 7 On October 7, the Union sent Mason a letter documenting her leave of absence. According to the letter, Mason had not worked since April 3, the Union would hold her position for 52 weeks from April 3, and it would continue paying her full salary until then.

¶ 8 By April 2, 2021, Mason remained unable to return to work, and the Union terminated her employment. When she requested her vacation pay for 2020 and 2021, the Union said she had exhausted her accrued vacation. Mason then filed her claim with the Department.

¶ 9 At the hearing before the Department, Mason testified she was entitled to vacation pay under article VIII. The Union claimed it had a policy of not giving vacation pay to employees who were on paid injury leave. It argued Mason was not entitled to "get[] an additional six weeks of pay for years in which she was fully paid for not working."

¶ 10 The Department issued a final administrative decision dismissing Mason's claim as preempted by the LMRA. It found that determining Mason's entitlement to vacation time while on injury leave would require interpreting articles VIII and X of the CBA, thus placing the dispute within the exclusive purview of federal law.

¶ 11 Mason filed a complaint for administrative review in the circuit court, which affirmed.

¶ 12 II. ANALYSIS

¶ 13 We review the Department's final administrative decision, not the judgment of the circuit court. *Wade v. City of North Chicago Police Pension Board*, 226 Ill. 2d 485, 504 (2007). Whether Mason's Wage Law claim is preempted by federal law is a mixed question of fact and law, which we review for clear error. *Illinois Landscape Contractors Ass'n v. Dep't of Labor*, 372 Ill. App. 3d 912, 920 (2007). Under this deferential standard, we will only reverse if we have "the definite and firm conviction that a mistake has been committed." (Internal quotation marks omitted.) *Id.*

¶ 14 Section 301 of the LMRA preempts state law claims involving the interpretation and application of CBAs. *United Steelworkers of America, AFL-CIO-CLC v. Rawson*, 495 U.S. 362, 368 (1990). Not every case involving a CBA is automatically preempted; state law rights and obligations that exist independently of a CBA may still be adjudicated under state law. *Allis-Chalmers Corp. v. Lueck*, 471 U.S. 202, 213 (1985); *Kostecki v. Dominick's Finer Foods, Inc. of Illinois*, 361 Ill. App. 3d 362, 368, 836 (2005). Preemption occurs when resolving an employee's claim is "inextricably intertwined" with interpreting a CBA. *Allis-Chalmers*, 471 U.S. at 213.

¶ 15 The Wage Law requires employers to pay "final compensation," including "the monetary equivalent of earned vacation," due to separated employees within specified time limits. 820 ILCS 115/2, 5 (West 2024). Mason argues her claim arises under the Wage Law independently of the CBA. On the contrary, the question of whether she is owed vacation pay is "inextricably intertwined" with the CBA, such that, but for the CBA, Mason could not bring the claim. See *Allis-Chalmers*, 471 U.S. at 213. Article VIII grants her six weeks per year, and Article X governs her paid leave of absence. Notwithstanding these provisions, the Union seeks to rely on its policy of not giving vacation pay to employees on paid injury leave. The central question raised by Mason's Wage Law claim is whether this purported policy violates Mason's rights, and it cannot be decided without interpreting the CBA.

¶ 16 *Allis-Chalmers* illustrates why a claim requires contractual interpretation when the asserted right both derives from and is defined by the labor contract. There, the plaintiff sued his former employer in state court, alleging bad-faith delay in making disability payments he was owed under his labor contract's disability plan. *Allis-Chalmers*, 471 U.S. at 206. The Supreme Court held his claim was preempted by federal law, explaining that "[b]ecause the right asserted not only derives from the contract, but is defined by the" contract, "any attempt to assess liability here inevitably will involve contract interpretation." *Id.* at 218; see also *Glasper v. Scrub Inc.*, 2021 IL App (1st) 200764, ¶ 48 (finding section 301 preemption where "[c]ontrary to plaintiff's contention, the terms of her scheduling, hours, wages, and overtime are not obvious and able to be ascertained without interpreting the CBA").

¶ 17 Similarly, in this case, Mason's entitlement to vacation pay while on paid injury leave both derives from, and is defined by, articles VIII and X of the CBA. Although she is not a party to the CBA, her claim still requires interpretation of the CBA and is therefore preempted. See, *e.g.*,

Atwater v. Nat'l Football League Players Ass'n, 626 F.3d 1170, 1178-79, n12 (11th Cir. 2010) (although party was not a signatory to the CBA, it was bound by the CBA's terms, so section 301 preemption could properly be applied against it).

¶ 18 Mason argues there is no genuine dispute over the meaning of the CBA, and resolving her Wage Law claim requires a straightforward application of the CBA's undisputed terms. She cites *Livadas v. Bradshaw*, 512 U.S. 107, 124 (1994), for the proposition that "when the meaning of contract terms is not the subject of dispute, the bare fact that a collective-bargaining agreement will be consulted in the course of state-law litigation plainly does not require the claim to be extinguished." She attempts to frame the disputes in this case as purely factual, namely, (1) whether she was working from home from April to October 2020, and (2) whether the Union applied her vacation to her paid leave. We disagree with her framing of the issues. It is apparent from the record that the Union did, in fact, apply her vacation to her paid leave. The question is whether doing so violated the CBA.

¶ 19 In *Livadas*, upon which Mason relies, the dispute involved the timing of payment, not the employee's entitlement to wages or the amount due. California law required employers to pay all wages due immediately upon an employee's discharge. *Livadas*, 512 U.S. at 110. Petitioner was not paid promptly upon her discharge and filed for statutory damages. The Supreme Court found that LMRA § 301 did not preempt petitioner's claim because there was no dispute as to the amount she was due, only the promptness of payment. As such, the recovery she sought was based on state-law rights independent of the CBA. "The primary text for deciding whether [petitioner] was entitled to a penalty was not the [CBA], but a calendar." *Id.* at 124.

¶ 20 Similarly, in *Lingle v. Norge Div. of Magic Chef, Inc.*, 486 U.S. 399 (1988), the Supreme Court held a claim for retaliatory discharge under Illinois law was not preempted because it did

not require referral to or reliance on the terms of a CBA. *Id.* at 407. To show retaliatory discharge, a plaintiff must prove her employer discharged or threatened to discharge her with intent to deter her from exercising her statutory rights. These are "purely factual questions pertain[ing] to the conduct of the employee and the conduct and motivation of the employer" that do not require interpretation of a CBA. *Id.* Mason's claim presents a different inquiry. Although she seeks payment under the Wage Law, determining her alleged entitlement to vacation pay requires interpreting the interplay of articles VIII and X of the CBA vis-à-vis the Union's policy for workers on injury leave. Unlike the claims in *Livadas* and *Lingle*, her claim cannot be resolved independently of that interpretation.

¶ 21 Mason argues that the Department acted arbitrarily and capriciously by finding that she worked from home from April to October 2020 but nevertheless dismissing her claim for lack of jurisdiction. We disagree. Even taking this finding as true, it is undisputed that Mason was on leave from October 2, 2020, until her termination in April 2021. The Union claimed that it was entitled to apply her earned vacation time to her injury leave during that period. Resolving that claim requires interpreting the relevant CBA provisions, regardless of whether Mason worked from home before October 2. We therefore reject her argument that the Department's factual finding required it to adjudicate her Wage Law claim.

¶ 22 III. CONCLUSION

¶ 23 For the reasons stated, we affirm the final administrative decision of the Department dismissing Mason's Wage Law claim for lack of jurisdiction.

¶ 24 Affirmed.