

No. 1-11-1696

IN THE
APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

BOARD OF EDUCATION OF THE CITY OF CHICAGO,)	Appeal from the
)	Circuit Court of
)	Cook County.
Plaintiff-Appellant,)	
)	
v.)	No. 11 CH 13432
)	
ILLINOIS EDUCATIONAL LABOR RELATIONS BOARD; VICTOR E. BLACKWELL, Executive Director of the Illinois Educational Labor Relations Board, and KATHERINE LEVIN, Administrative Law Judge of the Illinois Educational Labor Relations Board,)	
)	
Defendants-Appellees,)	
)	
and)	
)	
CHICAGO TEACHERS UNION,)	Honorable
)	Rita M. Novak,
Intervenor Defendant-Appellee.)	Judge Presiding.

JUSTICE ROCHFORD delivered the judgment of the court.
Justice Hoffman and Justice Lampkin concur with the judgment.

ORDER

HELD: Dismissal of plaintiff's complaint was affirmed for lack of subject matter jurisdiction.

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¶ 1 Plaintiff, the Board of Education of the City of Chicago (the Board), appeals the order of the circuit court dismissing its complaint against defendants, the Illinois Educational Labor Relations Board (IELRB), Victor E. Blackwell, executive director of the IELRB, and Katherine Levin, Administrative Law Judge of the IELRB, for a writ of prohibition or *mandamus*. We affirm.

¶ 2 The Board administers the Chicago public school system. Of its 40,000 employees, 32,000 are represented by the Chicago Teachers Union (CTU). The Board and the CTU are parties to a collective bargaining agreement for the period of July 1, 2007, through June 30, 2012. For wage increases to take effect for school years 2009 through 2010, 2010 through 2011, and 2011 through 2012, the collective bargaining agreement provides the Board must pass a resolution at least 15 days prior to the beginning of the fiscal year confirming that sufficient funds will be available in the upcoming school year to pay for the wage increases. If the Board fails to pass such a resolution, the CTU may, upon notice, renegotiate wages and, if it later chooses, exercise its right to strike.

¶ 3 On June 15, 2010, the Board passed three resolutions. First, the Board passed a resolution declaring it had sufficient funds to fund the 4% wage increases. This resolution prevented the CTU from reopening the collective bargaining agreement's terms and striking. Second, the Board passed a resolution stating it did not have sufficient funds to maintain current class sizes and, accordingly, authorizing the chief executive officer to increase class sizes. Third, the Board passed a resolution stating it did not have sufficient funds to maintain current class sizes at current revenue levels unless: (a) the CTU and other unions agreed to concessions to decrease labor costs; (b) the Board did not fund wage or salary increases as provided for by the collective bargaining agreement; and/or (c) the Board reduced labor costs through collective bargaining agreement modifications, wage

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modifications or freezes.

¶ 4 Between June 30, 2010, and August 31, 2010, the Board laid off approximately 1,300 teachers. On or about July 23, 2010, the Board proposed that the CTU identify \$100 million in contract concessions in order to save 1,000 teaching positions. On August 10, 2010, the federal Education Jobs Fund Program was passed, providing an estimated \$106.1 million in funding to the Board, solely for the purpose of preserving employment of the Board's employees. On or about September 8, 2010, the Board sent a letter to the CTU stating that negotiations for the 2010 through 2011 school year were closed, and had the CTU agreed to concessions earlier, "the Board and the CTU currently would be discussing the restoration of the concessions in light of the anticipated new federal funding."

¶ 5 On September 23, 2010, the CTU filed an unfair labor practice charge (the Charge) with the IELRB alleging the Board had violated the Illinois Educational Labor Relations Act (the Act), 115 ILCS 5/1 *et seq.* (West 2010). The allegations in the Charge arose under three factual and legal theories based on the CTU's claim that the Board disingenuously refused to bargain over wages. First, the Charge alleged overall bad faith bargaining because the Board passed a resolution declaring it had sufficient funds to fund the 4% wage increase just to stop the CTU from exercising its right to reopen the contract, but then demanded concessions from the CTU and refused to reconsider even when federal funds became available. Second, the Charge alleged the Board obligated itself to bargain over the number of layoffs when it proposed to trade teacher jobs for \$100,000 each in contract concessions on wages and benefits. Third, the Charge alleged the Board engaged in retaliation against the CTU for its refusal to agree to \$100 million in contract concessions, and by

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proceeding with teacher layoffs even after the Education Jobs Fund Program grant resolved the Board's deficit.

¶ 6 On November 3, 2010, the IELRB's executive director dismissed the CTU's Charge in its entirety, except insofar as it alleged the Board violated the Act by refusing to provide certain information to the CTU, an allegation which has since been withdrawn. In pertinent part, the executive director found the CTU had not provided evidence that the Board refused to bargain in good faith over the impact of the layoff decision, and the evidence did not reflect that the Board laid off teachers in retaliation for their refusal to accept contract concessions without reopening the contract. The CTU appealed to the IELRB, and the IELRB reversed the dismissal and ordered that a complaint issue and a hearing be set before an IELRB administrative law judge. On March 3, 2011, the executive director issued the amended complaint embodying the CTU's Charge and set the hearing for June 1 and June 2, 2011.

¶ 7 On March 18, 2011, the Board filed a motion to dismiss the amended complaint. The Board contended that section 4.5(b) and section 12(b) of the Act divested the IELRB of jurisdiction to consider the Charge. Section 4.5(b) provides the Board's decision to lay off or reduce in force employees is a "permissive subject[] of bargaining" between the Board and the CTU but the Board is required to bargain over the impact of such a decision upon request by the CTU. 115 ILCS 5/4.5(b) (West 2010). Section 4.5(b) further provides "[i]f, after a reasonable period of bargaining, a dispute or impasse exists between the [Board and the CTU], the dispute or impasse shall be resolved exclusively as set forth in subsection (b) of Section 12 of this Act in lieu of a strike under Section 13 of this Act." 115 ILCS 5/4.5(b) (West 2010). Effective June 13, 2011, section 4.5(b)

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expressly provides the Board shall not have jurisdiction over "such a dispute or impasse." 115 ILCS 5/4.5(b) (West Supp. 2011).

¶ 8 Section 12(b) provides, if a dispute or impasse exists between the Board and the CTU "over a subject or matter set forth in Section 4.5 of this Act, the parties shall submit the dispute or impasse to the dispute resolution procedure agreed to between the parties." 115 ILCS 5/12(b) (West 2010).

In its motion to dismiss, the Board argued that the combined effect of sections 4.5(b) and 12(b) of the Act is to remove decision and impact bargaining over layoffs involving Board employees from the IELRB's jurisdiction, and to direct such impact bargaining disputes to an exclusive dispute resolution procedure designed and agreed to by the parties. The Board further argued it had negotiated and agreed with the CTU to a dispute resolution procedure pursuant to sections 4.5(b) and 12(b) of the Act which provides for mediation of disputes by a rotating mediation panel and may include the issuance of advisory findings of fact and recommendations. The Board argued, the "Act does not permit or even contemplate the filing of any unfair labor practice charge with respect to disputes over either [the Board's] decision to lay off employees, or the impact thereof, and the IELRB cannot read into the Act provisions that are not included in it." The Board contended that, since the issues raised in the Charge are to be resolved exclusively through the dispute resolution procedure established under section 12(b) of the Act, the IELRB lacks jurisdiction over the Charge and therefore should dismiss the amended complaint.

¶ 9 On May 23, 2011, Administrative Law Judge (ALJ) Katherine Levin denied the Board's motion to dismiss the amended complaint. The ALJ cited *Board of Education of Community School District No. 1, Coles County v. Compton*, 123 Ill. 2d 216, 221 (1988), which held "[t]he initial

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determination of whether an unfair labor practice has been committed rests with the [IELRB]." The ALJ found "[t]he amended complaint involves the issue of whether the alleged unfair labor practice arises under or is controlled by Section 4.5 of the Act. It raises the question of how Sections 4.5(b) and 12(b) of the Act are to be interpreted. These are matters that are within the exclusive primary jurisdiction of the IELRB under *Compton, supra*, and are ones that the IELRB is uniquely qualified to decide."

¶ 10 Meanwhile, on April 8, 2011, the Board filed a complaint in the circuit court for a permanent writ of prohibition prohibiting the IELRB, executive director Blackwell, and ALJ Levin from exercising any jurisdiction over and from conducting any further proceedings regarding the allegations in the executive director's amended complaint. In the alternative, the Board sought a writ of *mandamus* requiring the IELRB to withdraw the amended complaint. In support, the Board pleaded that the combined effect of sections 4.5(b) and 12(b) of the Act removed decision and impact bargaining over layoffs involving Board employees from the IELRB's jurisdiction and directed that impact bargaining disputes be resolved through the dispute resolution procedure agreed to by the parties pursuant to section 12(b).

¶ 11 On May 17, 2011, the Board filed a verified motion for a temporary writ of prohibition, seeking maintenance of the *status quo* until a hearing could be held on the complaint for a permanent writ of prohibition.

¶ 12 The CTU intervened in the circuit court proceedings. The IELRB and the CTU each filed motions to dismiss the Board's complaint pursuant to section 2-619.1 of the Code of Civil Procedure (735 ILCS 5/2-619.1 (West 2010)), arguing for dismissal pursuant to section 2-619(a)(1) (lack of

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subject matter jurisdiction) and section 2–615 (failure to state a cause of action). With respect to section 2–619(a)(1), the IELRB and the CTU argued the Charge accused the Board of committing unfair labor practices (*i.e.*, bargaining in bad faith and engaging in anti-union retaliation) in violation of section 14 of the Act (115 ILCS 5/14 (West 2010)), and that the IELRB has exclusive jurisdiction over unfair labor practice charges under section 15. See 115 ILCS 5/15 (West 2010) (granting the IELRB exclusive authority to issue unfair labor practice complaints, conduct hearings on them, and determine whether the party so charged has committed the unfair labor practices alleged). The IELRB and the CTU argued, since the Board's complaint requested the resolution of matters within the exclusive jurisdiction of the IELRB, the circuit court should dismiss the complaint for lack of subject matter jurisdiction. In support, the IELRB and the CTU cited the *Compton* holding at 123 Ill. 2d at 221, "[t]he initial determination of whether an unfair labor practice has been committed rests with the [IELRB]", and *Board of Education of Warren Township High School District 121 v. Warren Township High School Federation of Teachers, Local 504*, 128 Ill. 2d 155 (1989), which cited *Compton* with approval.

¶ 13 Pursuant to section 2–615, the IELRB and the CTU each argued that the Board's complaint failed to state a cause of action.

¶ 14 On May 27, 2011, the circuit court granted the motion to dismiss pursuant to section 2–619(a)(1), finding:

"The Board *** looks at the controversy as though it is about layoffs. It may be, and probably is in part. And the [CTU] says, no, it's not; this is about retaliation, this is about manipulation of the system, this is about things that fall within the sphere of unfair labor

practices. And in those instances, it seems to me, that there aren't clearly delineated lines; that there are disputes about where the lines are drawn with regard to, does it fall on the side of an unfair labor practice? Does it fall within 4.5? And what *Compton* and *Warren Township* ultimately direct is that the court, the circuit court in particular, should stay its hand. Because the questions of where those lines are drawn belong, first of all, to the agency. And if the agency gets it wrong, that is, the IELRB gets it wrong, then the appellate court who has jurisdiction over the final decisions of the IELRB will operate to correct it."

¶ 15 The circuit court also denied the Board's verified motion for a temporary writ of prohibition as moot. As a result of its disposition of the case, the circuit court did not address the section 2–615 motions.

¶ 16 On June 1, 2011, the IELRB rescheduled the administrative hearing on its executive director's amended complaint (embodying the CTU's Charge against the Board) to August 25, 2011. On June 15, 2011, the Board filed a notice of appeal from the May 27, 2011, order of the circuit court dismissing its complaint for a writ of prohibition or *mandamus*. On July 27, 2011, we granted the Board's motion to place the matter on an accelerated docket.

¶ 17 The Board contends the circuit court erred in dismissing its complaint for a writ of prohibition or *mandamus* pursuant to section 2–619(a)(1). Section 2–619(a)(1) provides for the involuntary dismissal of an action based on lack of subject matter jurisdiction. 735 ILCS 5/2–619(a)(1) (West 2010). In reviewing the grant of a section 2–619 motion, we interpret the pleadings and supporting documents in the light most favorable to plaintiff. *Abruzzo v. City of Park Ridge*, 231 Ill. 2d 324, 332 (2008). We review *de novo* the grant or denial of a motion to dismiss

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under section 2–619(a)(1). *Country Mutual Insurance Co. v. D & M Tile, Inc.*, 394 Ill. App. 3d 729, 735 (2009).

¶ 18 The circuit court did not err in dismissing the Board's complaint for lack of subject matter jurisdiction. *Compton* and *Warren Township* are dispositive.

¶ 19 In *Compton*, Jeffrey Earle Compton was employed by the board of education of Community School District No. 1, Coles County (School District) as a nontenured teacher. *Compton*, 123 Ill. 2d at 218. The Charleston Education Association (Association) was his exclusive bargaining agent. *Compton*, 123 Ill. 2d at 218. The School District terminated Compton's employment at the end of the 1983 through 1984 school year, allegedly violating the collective bargaining agreement between the School District and the Association. *Compton*, 123 Ill. 2d at 218. The agreement provided a grievance-arbitration procedure for resolving disputes concerning alleged violations of the agreement. *Compton*, 123 Ill. 2d at 218. Compton and the Association brought a grievance against the School District. *Compton*, 123 Ill. 2d at 218.

¶ 20 The grievance was submitted to binding arbitration and the arbitrator ordered Compton reinstated with full benefits. *Compton*, 123 Ill. 2d at 218. The School District filed a petition in the circuit court to vacate the arbitration award. *Compton*, 123 Ill. 2d at 218. The circuit court granted judgment for the School District and vacated the award. *Compton*, 123 Ill. 2d at 218. Compton and the Association moved for reconsideration, and the IELRB was allowed to intervene. *Compton*, 123 Ill. 2d at 218-19. The circuit court denied the motion for reconsideration. *Compton*, 123 Ill. 2d at 219.

¶ 21 The appellate court reversed, holding the circuit court lacked jurisdiction to vacate or enforce

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an arbitration award because original jurisdiction over educational arbitration awards belongs exclusively to the IELRB. *Compton*, 123 Ill. 2d at 219. The School District appealed to the supreme court. *Compton*, 123 Ill. 2d at 219.

¶ 22 The supreme court noted, the case turned on the interpretation of the Act, which "revolutionizes Illinois school labor law" by: permitting collective bargaining and, within certain limitations, the right to strike; granting employees the right to organize and to select their bargaining representatives; granting employers the right to refuse to bargain over certain matters of inherent managerial policy while requiring them to bargain over wages, hours, and other terms of employment; providing that the written collective bargaining agreement must contain a grievance resolution procedure and provide for binding arbitration of disputes concerning the administration and interpretation of the agreement; and stating that the refusal to comply with a binding arbitration award constitutes an unfair labor practice. *Compton*, 123 Ill. 2d at 219-21. The supreme court further noted, procedures for prosecuting an unfair labor practice are set forth in sections 14 through 16 of the Act and the initial determination of whether an unfair labor practice has been committed rests with the IELRB. *Compton*, 123 Ill. 2d at 221.

¶ 23 The supreme court also noted "[n]o provision of the Act gives the circuit courts the power to vacate, enforce, or modify arbitration awards." *Compton*, 123 Ill. 2d at 221. The supreme court explained that several aspects of the Act supported its conclusion that the legislature intended to divest the circuit courts of primary jurisdiction over educational labor arbitration awards:

"First, the Act was adopted in the same legislative session as the Illinois Public Labor Relations Act [citation]. The two acts together were an attempt to provide 'a comprehensive

regulatory scheme for public sector bargaining in Illinois.' [Citation.] The Illinois Public Labor Relations Act [citation], unlike the Educational Labor Relations Act, explicitly provides for enforcement of arbitration awards in accordance with the Uniform Arbitration Act [citation]. Under the Uniform Arbitration Act, all proceedings to compel arbitration, to stay arbitration, to seek vacation of an award, or to enforce an award are through the circuit court. [Citation.] The absence of any reference to the Uniform Arbitration Act in the Illinois Educational Labor Relations Act strongly suggests that the legislature did not intend review of arbitration awards by the circuit court, even as to 'arbitrability.'" *Compton*, 123 Ill. 2d at 221-22.

¶ 24 The supreme court also explained that vesting dual jurisdiction over arbitration awards in the IELRB and the circuit courts would invite "[c]onflicting judgments and forum shopping" that would "imperil the uniformity which the Act obviously seeks to achieve." *Compton*, 123 Ill. 2d at 222.

¶ 25 In *Warren Township*, the board of education of Warren Township High School District 121 (the School District) employed Judith Frank as a nontenured teacher, with probationary status, during the school years 1984 through 1985 and 1985 through 1986. *Warren Township*, 128 Ill. 2d at 157-58. The School District dismissed her, effective June 1986. *Warren Township*, 128 Ill. 2d at 158.

The Warren Township High School Federation of Teachers, Local 504, IFT/AFL-CIO (the Union) filed a grievance on Ms. Frank's behalf, alleging her discharge violated the collective bargaining agreement. *Warren Township*, 128 Ill. 2d at 158. The School District denied the grievance, after which the Union filed a demand for binding arbitration pursuant to article IX of the collective bargaining agreement. *Warren Township*, 128 Ill. 2d at 159. The School District

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informed the Union it would not submit to binding arbitration because it believed the subject matter of the grievance was inarbitrable. *Warren Township*, 128 Ill. 2d at 159. The Union filed an unfair labor practice charge with the IELRB based on the School District's refusal to submit to arbitration. *Warren Township*, 128 Ill. 2d at 159. The IELRB issued a complaint and set the matter for a hearing. *Warren Township*, 128 Ill. 2d at 159.

¶ 26 Meanwhile, the School District filed a complaint in the circuit court for a declaratory judgment that the grievance was inarbitrable. *Warren Township*, 128 Ill. 2d at 159. The School District sought to enjoin the Union from arbitrating the grievance and it also sought to enjoin the IELRB from conducting its hearing. *Warren Township*, 128 Ill. 2d at 159. The circuit court issued a preliminary injunction that enjoined the Union and Ms. Frank from arbitrating the grievance and also enjoined the IELRB from proceeding on the unfair labor practice hearing until the circuit court decided the merits of the Union's claim. *Warren Township*, 128 Ill. 2d at 159. The appellate court affirmed. *Warren Township*, 128 Ill. 2d at 159. After the appellate court decision, the circuit court issued a final order, enjoining the Union from proceeding with arbitration and the IELRB from proceeding with the unfair labor practice complaint, and ruling that the dispute over Ms. Frank's dismissal was inarbitrable. *Warren Township*, 128 Ill. 2d at 160.

¶ 27 The Union and the IELRB appealed to the supreme court. *Warren Township*, 128 Ill. 2d at 160. The supreme court explained that the issue before it was whether, after *Compton*, the circuit courts retain the power to enjoin arbitration even though they lack the power to vacate or enforce arbitration awards. *Warren Township*, 128 Ill. 2d at 162. The supreme court answered the question in the negative:

"Under the Uniform Arbitration Act, the question of whether a dispute clearly falls within the scope of an arbitration agreement is to be resolved by the circuit courts [citation], and the circuit courts are explicitly granted the power to compel or stay arbitrations. [Citation.] Following our reasoning in *Compton*, '[t]he absence of any reference to the Uniform Arbitration Act in the Illinois Educational Labor Relations Act strongly suggests that the legislature did not intend' the circuit courts to determine arbitrability or to enjoin arbitrations. [Citation.]" *Warren Township*, 128 Ill. 2d at 164-65.

¶ 28 The supreme court further held that the circuit courts' "only roles under the Act" are to "enforce [IELRB]-issued subpoenas," "to enjoin or prevent strikes by educational employees where such strikes pose a danger to the public health or safety," and "to enforce [IELRB] orders during and after unfair labor practice hearings." *Warren Township*, 128 Ill. 2d at 165. The circuit courts lack jurisdiction to perform any other roles under the Act, including enjoining arbitration and deciding questions of arbitrability. See *Warren Township*, 128 Ill. 2d at 165-66.

¶ 29 Pertinent to the issue before us, *Compton* and *Warren Township* hold that the legislature has enacted a comprehensive regulation of Illinois school labor law, creating rights and duties having no counterpart in common law, and defining justiciable matter in such a way as to limit the jurisdiction of the circuit courts to only those three roles expressly provided for in the Act.

¶ 30 In the present case, the Board asks the circuit court to take a role under the Act for which it lacks authority, and, hence, jurisdiction. Specifically, the Board's complaint asks the circuit court to interpret the Act and find that the Charge encompassed in the executive director's amended complaint should be resolved through the dispute resolution procedure agreed to by the parties

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pursuant to section 12(b). The Board's complaint does not involve a request to enforce an IELRB subpoena, to enjoin or prevent strikes by educational employees, or to enforce IELRB orders during and after unfair labor practice hearings, which are the "only roles" for the circuit court under the Act. *Warren Township*, 128 Ill. 2d at 165. Accordingly, the circuit court properly dismissed the Board's complaint for lack of subject matter jurisdiction.

¶ 31 We recognize that, unlike in *Warren Township*, the Board is not asking the circuit court here to decide questions of arbitrability. However, in *Warren Township*, the supreme court went beyond a discussion of the circuit court's role under the Act in deciding questions of arbitrability, and expansively held that the circuit courts possess jurisdiction to perform only three roles in total under the Act: to enforce IELRB-issued subpoenas; to prevent strikes by educational employees that would pose a danger to public health or safety; and to enforce IELRB orders during and after unfair labor practice hearings. *Warren Township*, 128 Ill. 2d at 165. As discussed, the Board is not asking the circuit court to perform any of those three roles, but, rather, to take an entirely different role in interpreting the Act and finding that the Charge be resolved through the section 12(b) dispute resolution procedure. Therefore, the circuit court properly dismissed the Board's complaint for lack of subject matter jurisdiction.

¶ 32 The Board contends *Compton* and *Warren Township* are not dispositive because they predate the statutory provisions at issue here, namely, sections 4.5(b) and 12(b), which provide for the alternative dispute-resolution procedure when a dispute or impasse exists between the Board and the CTU over the impact of the Board's decision to lay off employees. However, neither section 4.5(b) nor section 12(b) adds any roles for the circuit court to perform in addition to those roles expressed

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in *Compton* and *Warren Township*. In other words, neither section 4.5(b) nor section 12(b) vests the circuit court with any additional jurisdiction that it did not already possess under the Act. *Compton* and *Warren Township* remain controlling here.

¶ 33 In addition, section 15 of the Act grants the IELRB exclusive authority to issue unfair labor practice complaints, conduct hearings on them, and determine whether the party so charged has committed the unfair labor practices alleged. 115 ILCS 5/15 (West 2010). In the instant case, to determine whether the Board has committed the unfair labor practices alleged, the IELRB must necessarily determine whether the allegations in the Charge fall within section 14's definition of an unfair labor practice which is subject to section 15's unfair labor practice procedure, or whether the allegations fall outside the definition of an unfair labor practice and are subject to the alternative dispute resolution procedure within section 4.5(b) and section 12(b). The IELRB, and not the circuit court, has the jurisdiction to interpret the Act to determine whether the unfair labor practice procedures of section 15, or the alternative dispute resolution procedures of sections 4.5(b) and 12(b), apply. See *e.g. Chicago Teachers Union, Local 1, American Federation of Teachers, AFL-CIO v. Illinois Educational Labor Relations Board*, 344 Ill. App. 3d 624 (2003) (in which the IELRB made the initial determination that section 4.5 did not apply in the case before it regarding an unfair labor practice charge brought by the CTU against the Board.)

¶ 34 The Board cites a number of cases (see *Board of Trustees of Southern Illinois University v. Department of Human Rights*, 159 Ill. 2d 206 (1994), *Board of Governors of State Colleges and Universities for Chicago State University v. Illinois Fair Employment Practices Comm'n*, 78 Ill. 2d 143 (1979), *Office of the Lake County State's Attorney v. Illinois Human Rights Comm'n*, 200 Ill.

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App. 3d 151 (1990), *People ex rel. Narczewski v. Bureau County Merit Comm'n*, 154 Ill. App. 3d 732 (1987), *Board of Trustees of the Police Pension Fund of the City of Urbana v. Illinois Human Rights Comm'n*, 141 Ill. App. 3d 447 (1986), *Administrative Office of the Illinois Courts v. State & Municipal Teamsters, Chauffeurs & Helpers Union, Local 726*, 167 Ill. 2d 180 (1995), *Office of the Cook County State's Attorney v. Illinois Local Labor Relations Board*, 166 Ill. 2d 296 (1995), and *Orenic v. Illinois State Labor Relations Board*, 127 Ill. 2d 453 (1989)), none of which involved the statutory provisions at issue here and which are, therefore, inapposite.

¶ 35 We note the Board may appeal directly to us from a final order of the IELRB finding the Board committed the charged unfair labor practices and granting the relief sought by the CTU and may, at that time, raise the jurisdictional issue for our review. See 115 ILCS 5/16 (West 2010).

¶ 36 For the foregoing reasons, we affirm the circuit court. As a result of our disposition of this case, we need not address the arguments pertaining to the motions to dismiss pursuant to section 2–615.

¶ 37 Affirmed.