

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

PHILIP WEISS, BRIDGET
CUEVAS, ROSEMARY
SWEARINGEN, THEODORE
KALAGERESIS, and
KENNETH MERACLE,

Plaintiffs,

v.

CHICAGO TEACHERS UNION,
LOCAL 1, IFT-AFT, AFL-CIO,

Defendants.

No. 2024-CH-09334

Calendar 16

Judge David B. Atkins

ORDER

THIS CASE COMING TO BE HEARD on Defendant Chicago Teachers Union's Motion for Summary Judgment on its Obligation to Provide Financial Information, the court having considered the briefs submitted, and being fully advised in the premises,

THE COURT HEREBY FINDS AND ORDERS:

1. This is an action by members of the Chicago Teachers Union ("CTU") seeking to compel Defendant CTU to provide certain annual audit reports¹ to its Members. Defendant now moves for summary judgment on whether the CTU Bylaws require it to publish the full, unabridged audit.
2. "Summary judgment is warranted where there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law."²
3. Defendant asks the court to apply *Diamond v. United Food & Commer. Workers Union Local 881*, 329 Ill. App. 3d 519 (2nd Dist. 2002), and afford deference to the CTU President's interpretation that the audit summary pages are sufficient to satisfy the requirement of a published "audited report" as contemplated in the Bylaws. Section 1.d of the Bylaws provides that the Financial Secretary "shall furnish an audited report of the Union which shall

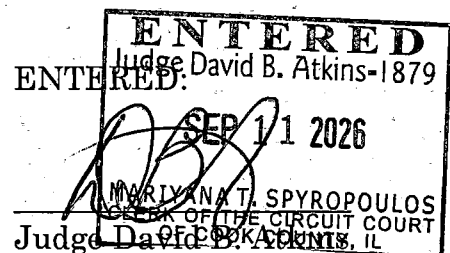
¹ Specifically at issue in this case is Article VI Section 1.d of the CTU Bylaws which provides that the Financial Secretary is to publish an "audited report" annually.

² *Arlington Heights Police Pension Fund v. Pritzker*, 2024 IL 129471, ¶ 17.

be printed in the Union's publication."³ Defendant asserts the auditor's summary report (the first few pages of the "reliable and adequate audit" required under Article VI Section 2) is the "audited report" published by the Financial Secretary. Plaintiffs, however, argue the court should instead interpret the "audited report" to mean Defendant is required to publish the entire audit report.

4. The Court in *Diamond* considered the interpretation of union bylaws as it applied to a vote to impose a special assessment.⁴ The Court noted "considerable deference" is afforded to a president's interpretation of the bylaws, asserting that the Court "will substitute [its] judgment for that of [the president's] only if his interpretation is arbitrary or unreasonable."⁵ Here, Plaintiffs would instead ask this court to first interpret the plain language of the Bylaws. However, *Diamond* specifically provides that deference is first given to the president's interpretation.⁶
5. Here, the court cannot find the CTU President's interpretation arbitrary or unreasonable. The use of "audited report" is different from the "reliable and adequate audit" language used elsewhere. It is clearly reasonable to interpret the "audited report" to mean a more condensed, summary version of the auditor's report, rather than the full audit which is available for in-person inspection upon request.⁷
6. For these reasons Defendant's Motion for Summary Judgment is hereby GRANTED. This is a final and appealable order.

The court.



³ CTU Bylaws, Article VI Section 1.d.

⁴ *Diamond*, 329 Ill. App. 3d at 521-22.

⁵ *Id.* at 527.

⁶ *Id.* Similar to the bylaws in *Diamond*, the CTU Bylaws provide that the president "shall decide all questions concerning interpretation and application" See CTU Bylaws, Article VI Section 1.a.

⁷ Additionally, past CTU president's decision to publish the entire report does not make this president's interpretation unreasonable or arbitrary.