In the

United States Court of Appeals

For the Seventh Circuit

Nos. 21-2953 & 22-1109

KEIA YATES, JOHNNY JIMMERSON, and LEONARDO RODRIGUEZ,
Plaintiffs-Appellants,

v.

CITY OF CHICAGO, ILLINOIS,
Defendant-Appellee.

Appeals from the United States District Court for the
Northern District of Illinois, Eastern Division.
No. 18 C 2613 — **Robert W. Gettleman**, *Judge*.

ARGUED SEPTEMBER 28, 2022 — DECIDED JANUARY 25, 2023

Before EASTERBROOK, HAMILTON, and BRENNAN, *Circuit Judges*.

EASTERBROOK, *Circuit Judge*. Between 1993 and 2017, the City of Chicago treated aviation security officers at O'Hare Airport as law-enforcement personnel, able to make arrests while employed and carry concealed firearms after retirement. State officials queried whether this treatment was proper, given that the officers were unarmed and reported to the Commissioner of Aviation rather than the Chief of Police.

In 2017 the City concluded that they are not law-enforcement personnel. Their union challenged this decision, which the Illinois Labor Relations Board sustained. *Service Employees, International Union, Local 73*, 35 PERI ¶69, 2018 IL LRB LEXIS 66 (Oct. 17, 2018). Neither the union nor any of its members contested this decision in state court.

But three aviation security officers did file this federal suit, contending that the reclassification violates the Due Process Clause of the Fourteenth Amendment. The district court initially dismissed all claims against state officials, 2018 U.S. Dist. LEXIS 200134 (N.D. Ill. Nov. 27, 2018), and then granted summary judgment in Chicago's favor, 2021 U.S. Dist. LEXIS 183681 (N.D. Ill. Sept. 25, 2021). Plaintiffs' appeal contests only the latter decision.

Plaintiffs' theme is that they have been deprived, without due process, of property interests in their work histories. It is hard to know what to make of this. Their job duties and compensations have not changed. Chicago does not propose to show them as unemployed before 2017 or refuse to give them references if they seek other positions. What legal interest do they have in whether the City applies the law-enforcement label to their jobs? How is that interest secured with the sort of "for cause" protection needed to establish a property right in employment? See *Board of Regents v. Roth*, 408 U.S. 564 (1972), and its successors.

Let us assume, however, that Chicago Municipal Code §2-20-030, which says that they "shall be sworn in as special policemen", is enough to call their interest in police status "property" even if the State of Illinois denies the validity of Chicago's ordinance. Through their union, all aviation security officers received a hearing on the question whether they

are law-enforcement officers, and the Illinois Labor Relations Board ruled against them. The Constitution does not entitle anyone to a *personal* hearing about a legal question that affects many similarly situated people. See, e.g., *Bi-Metallic Investment Co. v. Colorado Board of Equalization*, 239 U.S. 441 (1915); *Atkins v. Parker*, 472 U.S. 115 (1985). Hearings deal with disputes about material issues of fact, and plaintiffs do not identify any. What plaintiffs seem to want is not hearings (due *process*) but a substantive ruling that the Board's decision is wrong as a matter of Illinois law.

Put to one side the problem that substantive due process depends on fundamental rights. *Washington v. Glucksberg*, 521 U.S. 702, 720–21 (1997); *Dobbs v. Jackson Women's Health Organization*, 142 S. Ct. 2228, 2242, 2246–47 (2022). No one has a "fundamental right" to be a law-enforcement officer. The dispositive problem with plaintiffs' position is that it depends on a belief that the Constitution of the United States ensures the correct application of state law. But it does not. A violation of state law is just that—a violation of *state* law. See, e.g., *Snowden v. Hughes*, 321 U.S. 1, 11 (1944); *Davis v. Scherer*, 468 U.S. 183, 192–96 (1984); *Nordlinger v. Hahn*, 505 U.S. 1, 16 n.8 (1992); *Wilson v. Corcoran*, 562 U.S. 1, 5 (2010); *Archie v. Racine*, 847 F.2d 1211, 1215–18 (7th Cir. 1988) (en banc).

It does not help plaintiffs to contend that, by violating state or local law, the City also violated the collective-bargaining agreement. The process due for an asserted breach of contract by a state actor is the opportunity to sue in state court. See, e.g., *Thiele v. Illinois State University*, 35 F.4th 1064, 1066–67 (7th Cir. 2022) (collecting authority). Plaintiffs' union had and bypassed that opportunity in 2018. A federal suit under 42 U.S.C. §1983 is not a way to supersede a decision by a

union's leadership about how to represent the workers' collective interests.

This observation also scuttles plaintiffs' effort to argue that the federal court should use Illinois law to enforce (their view of) the collective-bargaining agreement. The parties to that agreement are the union and the City. Plaintiffs have not sought to step into the shoes of a union that has breached its duty of fair representation. See, e.g., *Bowen v. Postal Service*, 459 U.S. 212 (1983); *DelCostello v. Teamsters Union*, 462 U.S. 151 (1983). (That is called a hybrid contract / DFR suit.) Our plaintiffs do not level any charge against the union, which is not a party to this litigation. We appreciate that in principle Illinois law could allow public employees to sue directly on collective-bargaining agreements—the National Labor Relations Act does not apply to state employees, see 29 U.S.C. §152(2)—but plaintiffs have not cited any authority for that possibility, and our own research suggests that Illinois follows the federal model. See *Matthews v. Chicago Transit Authority*, 2016 IL 117638 ¶43; *Stahulak v. Chicago*, 184 Ill. 2d 176 (1998).

And if, as a matter of state law, plaintiffs can invoke the collective-bargaining agreement, they still lose. They rely on legal assumptions that the negotiators may have made and (asserted) representations by the City's negotiators that the security officers would be treated as law-enforcement personnel. Plaintiffs invoke the doctrine of promissory estoppel. Yet the collective-bargaining agreement does not promise that aviation security officers will remain law-enforcement officials. What it does contain is a zipper clause saying that the parties cannot rely on anything that is not written into the agreement. (All "understandings and agreements arrived at by the parties … are set forth in this [CBA].") In other words,

there are no unwritten promises. According to the 2018 decision by the Illinois Labor Relations Board, zipper clauses are enforceable under Illinois law.

Plaintiffs also point to a 2002 Field Manual that sets out the rights and duties of aviation security officers, but this manual expressly reserves the City's right to make changes. Anyway, neither a collective-bargaining agreement nor an oral promise by a public employer nor a personnel manual nor a municipal ordinance can override state law. *Matthews* ¶98.

The parties' briefs address many other issues, such as the preclusive effect (if any) of the Board's 2018 decision. That's a potentially complex question under 28 U.S.C. §1738 and *University of Tennessee v. Elliott*, 478 U.S. 788 (1986). But litigation about that decision belonged in state court (the parties are not of diverse citizenship), and the time limit to seek judicial review of a state agency's decision cannot be evaded by filing a federal suit. And, as we have mentioned, the right entity to seek review was the union, not individual members. None of the parties' other substantive arguments requires discussion.

Our final topic is the district court's award of costs under 28 U.S.C. §1920 and Fed. R. Civ. P. 54(d). The judge awarded some $40,000, 2021 U.S. Dist. LEXIS 245223 (N.D. Ill. Dec. 22, 2021), which plaintiffs say is too high. Yet plaintiffs do not contend that the judge made a legal error, such as recompensing expenses outside the scope of §1920. Instead they contest the judge's conclusion that particular costs were reasonably incurred. They contend, for example, that some bills were insufficiently detailed, or that the expenses were more for the convenience of counsel than to record what was said during depositions.

Although we see the point of several objections, plaintiffs largely present their arguments as if the court of appeals makes an independent decision about the reasonableness of costs. We do not; appellate review is for abuse of discretion. See, e.g., *Manley v. Chicago*, 236 F.3d 392, 398 (7th Cir. 2001); *Rivera v. Chicago*, 469 F.3d 631, 636 (7th Cir. 2006). Plaintiffs recite this standard, then ignore it when presenting their arguments. When challenged on this point, plaintiffs were silent in their reply brief. We hold that the district judge did not abuse his discretion in setting the amount of taxable costs.

AFFIRMED