STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD

Cook County College Teachers Union, Local 1600, IFT–AFT, AFL–CIO,	)	
Complainant	)	
and	)	Case No. 2022–CA–0031–C
Triton Community College, Dist. 504,	)	
Respondent	)	

OPINION AND ORDER

I. Statement of the Case

On November 30, 2021, Cook County College Teachers Union, Local 1600, IFT-AFT, AFL-CIO (Union) filed an unfair labor practice charge with the Illinois Educational Labor Relations Board (IELRB or Board) against Triton Community College, District 504 (College or Employer). Following an investigation, the Board's Executive Director issued a Complaint and Notice of Hearing (Complaint) alleging that the College violated Section 14(a)(8) and, derivatively, Section 14(a)(1) of the Illinois Educational Labor Relations Act (Act or IELRA), 115 ILCS 5/1, *et seq*, by refusing to comply with an arbitration award. The parties agreed to proceed on a stipulated record in lieu of a hearing, waiving the right to hearing. The parties filed the stipulated record and briefs with the Administrative Law Judge (ALJ) assigned to preside over the case. On January 17, 2025, the ALJ issued a Recommended Decision and Order (ALJRDO) finding that the arbitration award was not binding because the grievance was not substantively arbitrable and dismissing the Complaint. The Union filed timely exceptions to the ALJRDO, and the College filed a timely response.

II. Factual Background

We adopt the ALJ's finding of facts as set forth in the underlying ALJRDO. Although the ALJRDO comprehensively sets forth the factual background for the case, we briefly summarize the facts as follows to assist the reader.

The grievance at issue in this matter was filed by the Union on behalf of bargaining unit member John Knox (Knox), who began his employ with the College on March 25, 2019, as a probationary employee. The parties' collective bargaining agreement (CBA) specifies that the initial 180 days of employment are considered a probationary period and employee work performance is evaluated after completion of the first 60, 120 and 180 calendar days of employment. The CBA provides that after 180 calendar days, and contingent upon satisfactory evaluations, the College will recommend the individual to its Board of Trustees for appointment to the position the employee has occupied. Knox received only one evaluation during his first 180 days, on July 2, 2019, on or around 98 days into his probationary period. Therein, his overall performance was rated as meeting the College's expectations and there was no indication that his work performance needed improvement. Knox's first one-hundred eighty days of employment were up on or around September 23, 2019. On October 28, 2019, Knox received a second evaluation, the 180-day probationary evaluation, notifying him that the College found his job performance unsatisfactory and planned to recommend termination to its Board of Trustees. The College terminated Knox on November 19, 2019. The Union filed a grievance the following day alleging that Knox's termination violated the CBA.

The grievance advanced to arbitration before Arbitrator Steven Briggs (Arbitrator Briggs). The College challenged its substantive arbitrability, citing Section 5.7A of the CBA: "Failure to recommend employment to the [College's Board of Trustees] because of unsatisfactory performance is not a grievable action." Arbitrator Briggs declined to address the substantive arbitrability of the grievance, reasoning that the question of substantive arbitrability was outside the arbitrator's authority. He noted in his Opinion and Award:

> Nowhere in the "Statement of the Grievance" … did the Union "grieve" any contract violation regarding the three required evaluations contained in [Section 5.7A of the CBA]. … Significantly, however, in the "Date of Alleged Violation" section of the grievance, the following simple statement appears: "11/19/19" (Termination)". Thus, the only alleged contract violations cited in the grievance was the Grievant's termination. And, since the grievance was filed on November 20, 2019, just one day after that occurrence, it clearly met the 10-working day time limit [for grievance filings] specified in [the CBA]. I therefore conclude that the grievance is procedurally arbitrable. (emphasis in original).

Arbitrator Briggs sustained the grievance. The College refused to comply with the award and this charge followed. In dismissing the Complaint, the ALJ found that the arbitration award was not binding because the grievance was not substantively arbitrable, thus the College did not violate Section 14(a)(8) by its refusal to comply.

III. Discussion

The Union contends in its exceptions that the ALJ exceeded his authority and improperly interpreted the CBA by: (1) holding that the CBA does not impose an obligation upon the College to base its recommendations to hire or not hire probationary employees on their performance evaluations; (2) finding that even if a probationary employe has a satisfactory job performance, the College is under no contractual obligation to recommend his full-time employment to the College's Board of Trustees; and (3) by finding the CBA excludes disputes about decisions to decline to recommend probationary employees for permanent employment from the grievance procedure. The Union concludes that contrary to the ALJ's recommendation, the College violated the Act by refusing to comply with a final and binding arbitration award. In its response, the College urges the Board to affirm the ALJRDO dismissing the Complaint because its refusal to abide by the award did not violate the Act where there was no agreement to arbitrate Knox's discharge as disputes about the College's decisions to decline to recommend probationary employees for permanent employment are specifically excluded from the CBA's grievance procedure.

Section 14(a)(8) of the Act prohibits educational employers from "[r]efusing to comply with the provisions of a binding arbitration award." When an employer disagrees with an arbitrator's conclusion, it may challenge the arbitrator's decision by refusing to implement the award and defending its position according to Section 14(a)(8) of the Act. *Western Illinois University v. IELRB*, 2021 IL 126082, ¶ 39; *Griggsville-Perry CUSD No. 4 v. IELRB*, 2013 IL 113721, ¶ 13. However, the IELRB's review of arbitration awards is extremely limited, and it will not redetermine the merits of an arbitration decision properly before the arbitrator. *Griggsville-Perry CUSD No. 4*, 2013 IL 113721, ¶ 18; *AFSCME v. Department of Central Management Services*, 173 Ill. 2d 299, 671 N.E.2d 668 (1996) (*AFSCME II*); *AFSCME v. State of Illinois, Department of Mental Health*, 124 Ill. 2d 246, 529 N.E.2d 534 (1988) (*AFSCME I*); *Chicago School Reform Board of Trustees*, 13 PERI 1110, Case No. 96-CA-0047-C (IELRB Opinion and Order, August 22, 1997). Arbitration awards must, if possible, be construed as valid. *AFSCME I*, 124 Ill. 2d 254, 529 N.E.2d 537. An arbitration award must be enforced if the arbitrator acts within the scope of their authority and the award draws its essence from the collective bargaining agreement, even when the Board or reviewing court disagrees with the arbitrator's judgment on the merits. *Griggsville-Perry CUSD No. 4*, 2013 IL 113721, ¶ 20; *Chicago School Reform Board of Trustees*, 13 PERI 1110. There is a presumption favoring arbitrability of disputes and the finality of arbitration awards. *Chicago School Reform Board of Trustees*, 13 PERI 1110; *City of Aurora*, 2019 IL App (2d) 180375; *Local 786 v. Glenview Material Co.*, 204 Ill. App. 3d 447, 562 N.E.2d 289 (1st Dist. 1990). Nevertheless, when an arbitration award is invalid, it may not be enforced. *Board of Education of Rockford School District No. 205 v. IELRB*, 165 Ill. 2d 80, 649 N.E.2d 369 (1995); *Chicago School Reform Board of Trustees*, 15 PERI 1037, Case No. 98-CA-0021-C (IELRB Opinion and Order, April 23, 1999).

To determine whether an employer has violated Section 14(a)(8) of the Act, the Board examines: (1) whether there is a binding arbitration award; (2) the content of the award; and (3) whether the employer complied with the award. *Central Community Unit School District No. 4 v. IELRB*, 388 Ill. App. 3d 1060, 1066, 904 N.E.2d 640, 645 (1st Dist. 2009); *Board of Education of DuPage High School District No. 88 v. IELRB*, 246 Ill. App. 3d 967, 617 N.E.2d 790 (1st Dist.

1993); *Board of Education of Danville Community Consolidated School District No. 118 v. IELRB*, 175 Ill. App. 3d 347, 529 N.E.2d 1110 (4th Dist. 1988). In this case, the College refuses to comply with the arbitration award, contending that it is nonbinding because the arbitrator acted outside of the scope of his authority in rendering the award. Thus, the issue before us is whether the award is binding and not its content or compliance.

Whether the arbitration award is binding in this case depends on the substantive arbitrability of the grievance. The initial determination of a grievance's arbitrability is a decision for this Board rather than the arbitrator, at least when arbitrability is contested in proceedings before the Board. *Staunton Community Unit School District No. 6 v. IELRB*, 200 Ill. App. 3d 370, 558 N.E.2d 751 (4th Dist. 1990). Arbitrator Briggs recognized this when he declined to address the substantive arbitrability of the grievance because the question of substantive arbitrability was outside of his authority. He made it clear that the grievance only challenged Knox's November 19 termination, it did not challenge any contract violation regarding the three required evaluations during the first 180 days. As the ALJ stated, the grievance would have been untimely if it had challenged the College's failure to provide the three evaluations. Thus, the issue before us is limited to whether the arbitration award finding that the College violated the CBA when it terminated Knox is binding.

Public policy favors resolving collective bargaining disputes through arbitration and in favor of finality of arbitration awards. *Chicago School Reform Board of Trustees*, 13 PERI 1110; *City of Aurora*, 2019 IL App (2d) 180375; *Glenview Material Co.*, 204 Ill. App. 3d 447, 562 N.E.2d 289. Any exclusion from arbitration must be expressly stated in the contract. *Staunton,* 200 Ill. App. 3d 370, 558 N.E.2d 751; *Rock Island County Sheriff v. AFSCME, Council 31*, 339 Ill. App. 3d 295, 791 N.E.2d 57 (3rd Dist. 2003). In the absence of any express provision excluding a particular grievance from arbitration, only the most forceful evidence of a purpose to exclude the claim from arbitration can prevail, particularly where the arbitration clause is broad. *United Steelworkers of America v. Warrior & Gulf*, 363 U.S. 574 (1960). Apart from matters specifically excluded under

the contract, "all of the questions on which the parties disagree must therefore come within the scope of the grievance and arbitration provision of the collective agreement." *Id.* This conforms to the general policy that questions about arbitrability be resolved in favor of arbitration. This case involves the situation where there is clear and express language excluding the dispute from arbitration.

For probationary employees, such as Knox, Section 5.7A of the CBA provides that "[a]fter one hundred eighty (180) calendar days, and contingent upon satisfactory evaluations, the individual will be recommended to the [College's Board of Trustees] for appointment to the position." (emphasis added). Although Knox had been employed for more than 180 days when he was informed that he would not be recommended for appointment, at that time he did not have satisfactory evaluations. He had one satisfactory evaluation and one unsatisfactory evaluation. What is more, Section 5.7A specifies that "[f]ailure to recommend employment to the [College's Board of Trustees] because of unsatisfactory performance is not a grievable action." The CBA specifically says that the conduct the Union alleged in the grievance violated the CBA, the College's failure to recommend Knox for employment because of unsatisfactory performance, is not grievable. This language means that Knox's grievance was not substantively arbitrable because the parties specifically excluded it. The language in 5.7A in this case is an example of a clear exclusion from arbitration. The matter submitted for arbitration in this case was not substantively arbitrable because there was no agreement to arbitrate disputes over the College's decision whether to recommend permanent employment for probationary employees.

IV. Order

For the reasons discussed above, we find that the College did not violate the Act by refusing to comply with the grievance. Therefore, IT IS HEREBY ORDERED that the ALJRDO is affirmed and the Complaint is dismissed in its entirety.

V. Right to Appeal

This is a final order of the Illinois Educational Labor Relations Board. Aggrieved parties may seek judicial review of this Order in accordance with the provisions of the Administrative Review Law, except that, pursuant to Section 16(a) of the Act, such review must be taken directly to the Appellate Court of the judicial district in which the IELRB maintains an office (Chicago or Springfield). Petitions for review of this Order must be filed within 35 days from the date that the Order issued, which is set forth below. 115 ILCS 5/16(a). The IELRB does not have a rule requiring any motion or request for reconsideration.

Decided: **May 21, 2025**
Issued: **May 22, 2025**

/s/ Lara D. Shayne
Lara D. Shayne, Chairman

/s/ Steve Grossman
Steve Grossman, Member

/s/ Chad D. Hays
Chad D. Hays, Member

/s/ Michelle Ishmael
Michelle Ishmael, Member

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Triton Community College, District 504,	)	
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ADMINISTRATIVE LAW JUDGE'S RECOMMENDED DECISION AND ORDER

I. BACKGROUND

On November 30, 2021, Complainant, Cook County College Teachers Union, Local 1600, IFT-AFT, AFL-CIO (Union), filed an unfair labor practice charge against Respondent, Triton Community College, District 504 (College), alleging it had violated Section 14(a) of the Illinois Educational Labor Relations Act (Act), 115 ILCS 5/1, *et seq*. After investigation, on March 31, 2023, the Executive Director, on behalf of the Illinois Educational Labor Relations Board (IELRB or Board), issued a complaint for hearing.

The parties submitted a stipulated record on November 27, 2023.[1] Both parties were afforded and took advantage of an opportunity to file post-hearing briefs on April 3, 2024.

II. ISSUES AND CONTENTIONS

Complainant: The Union contends Respondent violated Section 14(a)(8) and (1) of the Act in that the College has refused to comply with the terms of a binding arbitration award. The Union seeks an appropriate remedy.

Respondent: The College denies it violated the Act, contending it declined to comply with the arbitrator's award because it is not binding, as the underlying grievance was neither substantively, nor procedurally arbitrable. Thus, in rendering his award, the arbitrator acted outside the scope of his authority, and therefore, his result was not drawn from the essence of the parties' collective bargaining agreement.

III. FINDINGS OF FACT

The parties stipulated and I find as follows:

A. Complainant filed the unfair labor practice charge in this proceeding on November 30, 2021, and a copy thereof was served on Respondent.

B. At all times material, Triton Community College, District 504, was an educational employer within the meaning of Section 2(a) of the Act and subject to the jurisdiction of the Board.

C. At all times material, Cook County College Teachers Union, Local 1600, IFT-AFT, AFL-CIO, was a labor organization within the meaning of Section 2(c) of the Act.

[1]The Union and College waived the hearing in this matter, respectively, on December 26, 2023, and January 2, 2024.

D. At all times material, the Union was the exclusive representative within the meaning of Section 2(d) of the Act, of a bargaining unit comprised of certain persons employed by the College, including those in the title or classification of Construction Project Manager.

E. At all times material, the College employed John Knox.

F. At all times material, Knox was an educational employee within the meaning of Section 2(b) of the Act.

G. At all times material, Knox was a member of the unit referenced in paragraph D.

1. At all times material, the Union and College have been parties to a collective bargaining agreement (CBA) for the unit referenced in paragraph D, with the relevant CBA having a term ending June 30, 2022, which provided for a grievance procedure culminating in arbitration.

2. On or about November 20, 2019, the Union filed a first step grievance against the College, alleging it violated the parties' CBA when it terminated Knox's employment.

3. On December 19, 2019, the College denied the grievance referenced in paragraph 2.

4. On or about January 3, 2020, the Union moved the grievance referenced in paragraph 2, to the second step of the parties' grievance procedure.

5. On or about January 28, 2020, the College denied the grievance referenced in paragraph 2, at the second step of the parties' grievance procedure.

6. On or about February 3, 2020, the Union moved the grievance referenced in paragraph 2, to the third step of the parties' grievance procedure.

7. On or about February 28, 2020, the College denied the grievance referenced in paragraph 2, at the third step of the parties' grievance procedure.

8. On March 9, 2020, the Union submitted its demand to arbitrate the grievance referenced in paragraph 2, to the American Arbitration Association.

9. Thereafter, the parties mutually selected Steven Briggs to preside over the arbitration of the grievance referenced in paragraph 2.

10. Briggs conducted the arbitration on November 16, 2020; on June 27, 2021, Briggs issued an award, sustaining the grievance referenced in paragraph 2.

11. To date. the College has refused to comply with Briggs' award.

The parties stipulated to the admissibility of the following ten exhibits:

A. Unfair labor practice charge filed by the Union against the College on November 30, 2021.

B. Unfair labor practice complaint issued by the IELRB on March 31, 2023.

C. College's answer and affirmative defenses to the complaint.

D. The relevant collective bargaining agreement (last, best, and final offer, presented November 1, 2019—term from implementation to June 30, 2022) between the Union and College.

E. Briggs' award issued June 27, 2021.

F. Arbitration transcript from the November 16, 2020 arbitration.

G. Union's exhibits from the November 16, 2020 arbitration.

H. College's exhibits from the November 16, 2020 arbitration.

I. Union's post-arbitration brief.

J. College's post-arbitration brief.

On or about March 25, 2019, the College hired Knox into the job title or classification of Construction Project Manager, as a probationary employee. Pursuant to the CBA, the initial one hundred eighty days of employment is the new-employee probationary period. Again, pursuant to the parties' CBA, employees in Knox's position are scheduled to have their work performance evaluated after the completion of sixty, one hundred twenty, and one hundred eighty calendar days. According to the CBA, after one hundred eighty calendar days, and contingent upon satisfactory evaluations, the College will recommend the individual to its board of trustees for appointment to the position the employee has occupied. Knox, however, received only one of the three evaluations prescribed by the CBA, during the one hundred eighty days, on July 2, 2019, ninety-eight days into his probationary period. At the time, the College rated Knox's overall performance meeting as its expectations, and did not indicate Knox's work performance needed any improvement.

September 23, 2019 was one hundred eighty days after the College hired Knox. On October 28, 2019, the College tendered to Knox a second evaluation, a one hundred eighty day probationary evaluation, in which it notified him it found his job performance unsatisfactory, and it planned to recommend the termination of his employment to its board of trustees. In keeping therewith, on November 19, 2019, the College terminated Knox's employment. The next day, November 20, 2019, the Union filed the grievance giving rise to the instant matter.

In his award, Briggs framed the issues to be resolved as follows:

1. is Knox's November 20, 2019 grievance procedurally arbitrable;
2. if the November 20, 2019 grievance is procedurally arbitrable, did the College violate Section 5.7A of the parties' CBA when it did not recommend Knox's continued employment to its board of trustees; and
3. if the College violated Section 5.7A of the parties' CBA, what is the appropriate remedy.

Briggs noted the College challenged the substantive arbitrability of Knox's November 20, 2019 grievance as well, asserting the language in Section 5.7A of the CBA provides, in pertinent part, as follows: "Failure to recommend employment to the [College's board of trustees] because of unsatisfactory performance is not a grievable action." Briggs declined to address the College's substantive arbitrability argument, however, reasoning substantial precedent placed it outside the arbitrator's province.

The College argued the grievance was untimely, as it was filed well beyond the dates Knox's sixty, one hundred twenty, and one hundred eighty day evaluations were due, and therefore, not procedurally arbitrable. Briggs disagreed, finding the grievance timely, as the only alleged contract violation cited by the Union was the

termination of Knox's employment, and since the grievance was filed the day after that event, it met the ten working-day time limit specified in Article IX of the CBA.

Briggs next examined whether the College violated Section 5.7A of the parties' CBA when it declined to recommend Knox's continued employment to its board of trustees, and found in the affirmative. Briggs reasoned, based on the preponderance of the evidence in the record, the College violated Section 5.7A in that it abrogated Knox's right to three "strategically scheduled written performance evaluations," and denied him the opportunity promised therein, to improve upon any performance deficiencies identified in those evaluations. Briggs emphasized he did not believe the grievance was a "garden variety" complaint about being terminated for poor performance, but instead "centered on the egregious way in which the College interpreted and applied the CBA."

As a remedy, Briggs directed the College to reinstate Knox to his former position, in probationary status, at the point where his 60-day performance evaluation had been completed. Briggs ordered the sixty day evaluation to stand, and further ordered the College, at the intervals scheduled in the CBA, to provide Knox with his one hundred twenty, and one hundred eighty day evaluations. Briggs ordered Knox's reinstatement with full backpay and benefits unimpaired, offset by interim earnings.

IV. DISCUSSION AND ANALYSIS

Herein, the Union claims the College violated Section 14(a)(8) of the Act, which provides as follows:

> (a) Educational employers, their agents or representatives are prohibited from:
> (8) Refusing to comply with the provisions of a binding arbitration award.

To determine a violation of 14(a)(8), the Board examines the following:

1. whether the arbitration award is binding;
2. the content of the award; and
3. whether the employer has complied with the award.

Chicago Teachers Union, Local No.1, IFT-AFT, AFL-CIO/Chicago Board of Education, 2 PERI ¶1089, 1986 WL 1234554 (IL ELRB 1986), rev'd in part on other grounds, sub nom., Chicago Board of Education v. Illinois Educational Labor Relations Board, 170 Ill. App. 3d 490, 524 N.E.2d 711, 4 PERI ¶4024, 1988 WL 1588714 (4th Dist.), petition for leave to appeal denied, 122 Ill. 2d 569, 530 N.E.2d 239 (Table)(1988); Danville Community Consolidated School District 118 v. Illinois Educational Labor Relations Board, 175 Ill. App. 3d 347, 529 N.E.2d 1110, 5 PERI ¶4003, 1988 WL 1588770 (4th Dist. 1988), petition for leave to appeal denied, 124 Ill. 2d 553, 535 N.E.2d 912 (Table)(1989). Whether the arbitration award is binding is the only issue in this case.

To determine whether an award is binding, the Board considers factors such as whether the award was rendered in accordance with the applicable grievance procedure, whether the procedures were fair and impartial, whether the award conflicts with other statutes in violation of Section 10(b) of the Act, whether the award is patently repugnant to the purposes and policies of the Act, and any other basic challenge to the legitimacy of the award, including arbitrability. Cook County College Teachers Union, Local 1600, IFT-AFT, AFL-CIO/Moraine Valley Community College, 2 PERI ¶1091, 1986 WL 1234556 (IL ELRB 1986); Chicago Teachers, 2 PERI ¶1089.

However, the Board will not redetermine the merits of issues which were presented to the arbitrator. Chicago Teachers, 2 PERI ¶1089.

The College denies its refusal to abide by Briggs' award violated the Act, arguing the award is not binding because Knox's underlying grievance was not substantively arbitrable. Here, the College preserved its objection to arbitrability, and thus, is entitled to raise it as a defense to an alleged violation of 14(a)(8). Midwest Central Education Association, IEA–NEA/Midwest Central Community Unit School District 191, 10 PERI ¶1087, 1994 WL 16839676 (IL ELRB 1994), aff'd, *sub nom.*, Midwest Central Education Association, IEA–NEA/Illinois Educational Labor Relations Board, *et al*, 277 Ill. App. 3d 440, 660 N.E.2d 151 (1995); Alton Community Unit School District 11/Alton Education Association, IEA-NEA, 7 PERI ¶1013, 1990 WL 10610726 (IL ELRB 1990).

A grievance may be inarbitrable either because there is no agreement to arbitrate the dispute, or because the subject of the grievance is not arbitrable under Section 10(b) of the Act due to a conflict with an Illinois statute. River Grove Classroom Teachers' Association of School District No. 85.5, IEA-NEA/River Grove School District No. 85.5, 3 PERI ¶1019, 1987 WL 1435119 (IL ELRB 1987). Here, the College asserts the parties' CBA specifically excludes disputes about its decisions to decline to recommend probationary employees for permanent employment, from the grievance procedure. Indeed, as Briggs noted, Section 5.7A of the parties' CBA provides "[f]ailure to recommend employment to the [College's board of trustees] because of unsatisfactory performance is not a grievable action." The College argues the cited language applies directly to Knox's case, making the Union's grievance on his behalf, inarbitrable. The Union contends the College's position on arbitrability lacks merit, arguing its grievance was not disputing a decision to decline to recommend the hiring of an unsatisfactory employee, but rather, addressing the misclassification of a satisfactory employee who should have been recommended for hire.

The Union's grievance was timely only because it was based on the termination of Knox's employment; it would have been untimely had the Union alleged the College's failure to timely provide probationary evaluations violated 5.7A. Additionally, Briggs ultimately concluded "[Knox's] termination occurred not because of his unsatisfactory performance, but because the College fell woefully and miserably short of meeting its responsibility under 5.7A." Accordingly, Knox's termination and the reasons for it drove the grievance.

Section 5.7A provides "[a]fter one hundred eighty calendar days, and contingent upon satisfactory evaluations, the individual will be recommended to the [College's board of trustees] for appointment to the position." Otherwise, the CBA does not impose an obligation on the College to base its recommendations to hire or not hire probationary employees on their performance evaluations. For the College to recommend the hire of probationary employees, they must have "satisfactory evaluations", but even with satisfactory evaluations, nothing prevents the College from declining to recommend probationary employees for hire. In other words, nothing in the CBA demands a positive recommendation to the College's board of trustees, even if the candidate has glowing reviews. Nor is the one hundred eighty calendar days in 5.7A a limitation, as the section further indicates, "the

employee shall not be considered to have completed the probationary period until the [College's board of trustees] takes official action." In this case, Knox's probationary period lasted well beyond the one hundred eighty calendar days, during which he received two evaluations, one satisfactory and one unsatisfactory. Briggs is correct in that had the College evaluated Knox as scheduled, he might now be a productive, permanent employee, and perhaps the College's hiring process would be conducted more proficiently had it done so, however, the parties' CBA accords substantial discretion to the College in who it chooses to recommend for hire to its board of trustees, and more importantly, the parties' agreement specifically excludes from the grievance procedure, disputes about its decisions to decline to recommend probationary employees for permanent employment. Briggs' award is not binding because Knox's underlying grievance was not substantively arbitrable, as there was no agreement between the parties to arbitrate such disputes.

V. RECOMMENDED ORDER

In light of the above findings and conclusions, the complaint issued in the above-captioned case is hereby dismissed in its entirety.

VI. EXCEPTIONS

In accordance with Section 1120.50 of the Rules and Regulations of the Board, Rules and Regulations (Rules), 80 Ill. Admin. Code §§1100-1135, parties may file written exceptions to this Recommended Decision and Order together with briefs in support of those exceptions, not later than 21 days after receipt hereof. Parties may file responses to exceptions and briefs in support of the responses not later than 21 days after receipt of the exceptions and briefs in support thereof. Exceptions and responses must be filed, if at all, at **ELRB.mail@illinois.gov** and with the Board's General Counsel, 160 North LaSalle Street, Suite N-400, Chicago, Illinois 60601-3103. Pursuant to Section 1100.20(e) of the Rules, the exceptions sent to the Board must contain a certificate of service, that is, **"a written statement, signed by the party effecting service, detailing the name of the party served and the date and manner of service."** If any party fails to send a copy of its exceptions to the other party or parties to the case, or fails to include a certificate of service, that party's appeal will not be considered, and that party's appeal rights with the Board will immediately end. See Sections 1100.20 and 1120.50 of the Rules, concerning service of exceptions. If no exceptions have been filed within the 21 day period, the parties will be deemed to have waived their exceptions.

Issued in Chicago, Illinois, this 17th day of January, 2025.

STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD

John F. Brosnan

John F. Brosnan
Administrative Law Judge