STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD

Cook County College Teachers Union, Local 1600, IFT–AFT, AFL–CIO,	)	
Complainant	)	
and	)	Case No. 2022-CA-0030-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 8, 2025, the ALJ issued a Recommended Decision and Order (ALJRDO) finding that the College violated Section 14(a)(8) and (1) of the Act when it refused to comply with the terms of a binding arbitration award. The College filed timely exceptions to the ALJRDO, and the Union filed a timely response.

II. Factual Background

We adopt the ALJ's finding of facts as set forth in the underlying ALJRDO. Because the ALJRDO comprehensively set forth the factual background for the case, we will not repeat the facts except as necessary to assist the reader.

III. Discussion

The College argues in its exceptions that the ALJ erroneously applied the law, leading to questionable legal conclusions, and made contradictory factual findings. The College specifies that the ALJ improperly granted deference to the arbitrator's award, which did not draw its essence from the parties' collective bargaining agreement (CBA) such that it is not binding and should not be enforced. The College maintains that it did not violate Section 14(a)(8) and (1) such that it does not need to comply with the ALJRDO. The Union contends in its response that the ALJ properly afforded deference to the arbitration award. The Union claims that the ALJ correctly found that the arbitrator acted within the scope of his authority, that the award drew its essence from the parties' CBA, and that the award is binding and should be enforced. The Union asks that the Board affirm the ALJ's finding that the College violated Section 14(a)(8) and (1) of the Act

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. Public policy supports resolving collective bargaining disputes through arbitration and in favor of finality in 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, as it was not drawn from the essence of the CBA. Thus, the issue before us is whether the award is binding and not its content or compliance.

The Union's contention during the arbitration was that the College violated the past practice section of the CBA by granting bargaining unit member Geri Brewer (Brewer) five Lecture Hour Equivalents release time in lieu of full release time when it appointed her Chairperson of its Nursing Department. Arbitrator Bierig determined that the Union met the four necessary criteria in the CBA's past practice provision, Article I(K). As such, said Arbitrator Bierig, providing full release time for the Chair of the Nursing Department was a legitimate past practice and the College violated the CBA when it denied Brewer full release time.

The College's first exception is that the ALJ improperly granted deference to the arbitrator's award given that the award does not draw its essence from the CBA, is not binding and should not be enforced. The College argues that Arbitrator Bierig went beyond the terms of the CBA in providing an interpretation of the plain language of the CBA. The College complains that the ALJ conceded to this when he noted that as an initial matter, its position appeared to have merit, citing the language in Article III(K) of the CBA limiting the release time to which Brewer was entitled to to five hours, but went on to find that the language of the CBA allowed the arbitrator to consider past practice. In doing so, the ALJ observed that Arbitrator Bierig acknowledged Article III(K), but that the Arbitrator noted that the past practice provision, Article I(K), also stated that "[u]nless otherwise provided in this agreement, nothing herein shall be interpreted or applied so as to eliminate, reduce, or otherwise detract from any faculty benefits regarded by either party as past practice, defined below [(by the four factors)], existing prior to the effective date of this agreement." This language, said the ALJ, provided the arbitrator with a path to examine whether the Union's past practice claim existed. The College reasons that the arbitrator did not need a path when the language of the CBA was the best route.

The College's argument that Article III(K) eclipses Article I(K) is an issue of contractual interpretation reserved for the arbitrator, not this Board. The Board cannot substitute its construction of the CBA for the arbitrator's honest judgment. *United Paperworkers International Union, AFL-CIO v. Misco, Inc.*, 484 U.S. 29, 38 (1987). Because the parties

have contracted to have disputes settled by an arbitrator chosen by them, it is the arbitrator's meaning of the contract that they have agreed to accept. *Id*. The Board may not reweigh the evidence that was before the arbitrator. *Griggsville-Perry Community Unit School District No. 4*, 2013 IL 113721, ¶ 18 (a court may not reweigh the merits of a grievance). The IELRB's jurisdiction to determine the validity of arbitration awards does not provide "unhappy litigants with a second forum to resolve an issue properly before an arbitrator." *Chicago Board of Education*, 2 PERI 1089, Case No. 84-CA-0087-C (IELRB Opinion and Order, June 24, 1986).

The College excepts to the "findings of fact and conclusions of law" in the ALJRDO. It claims in its brief in support of exceptions that the ALJ made contradictory factual findings. It does not articulate which of the ALJ's factual findings it excepts to and/or are contradictory. Given that the parties submitted a stipulated record upon which the ALJ's findings of fact were based, this is a puzzling and unusual exception. We find nothing in the record shows the facts in the ALJRDO to be incorrect or contradictory.

The College raises nothing in its exceptions to warrant overturning the ALJ's finding that the award drew its essence from the CBA, was binding and enforceable. It follows that the ALJ properly found that the College violated Section 14(a)(8) of the Act by its failure to abide by the binding arbitration award.

IV. Order

Respondent violated Section 14(a)(8) and, derivatively, (1) of the Act when it refused to comply with the terms of a binding arbitration award and the Union is accordingly entitled to make-whole relief. The ALJRDO is affirmed in its entirety. For the reasons discussed above, IT IS HEREBY ORDERED that:

1. That Respondent, Triton Community College, District 504, having violated Section 14(a)(8) and (1) of the Act in connection with its failure or refusal to comply with the terms of a binding arbitration award, be ordered to cease and desist from refusing to comply with the terms of binding arbitration awards;

2. That Respondent, Triton Community College, District 504, having violated Section 14(a)(8) and (1) of the Act in connection with its failure or refusal to comply with the terms of a binding arbitration award, be ordered to cease and desist from, in any like or related manner, interfering with, restraining, or coercing its employees in the exercise of rights guaranteed them under the Act;

3. That Respondent, Triton Community College, District 504, be ordered to immediately take the following steps which would effectuate the policies of the Act:

    A. Comply with Arbitrator Bierig's June 18, 2021 award sustaining the grievance filed by Complainant, Cook County College Teachers Union, Local 1600, IFT-AFT, AFL-CIO, on behalf of Geri Brewer, regarding Respondent's refusal to grant Brewer full release time for the Spring 2020 semester;

    B. Comply with Arbitrator Bierig's June 18, 2021 award sustaining the grievance filed by Complainant, Cook County College Teachers Union, Local 1600, IFT-AFT, AFL-CIO, on behalf of Geri Brewer, regarding the

portion of Bierig's award in which he directed the parties to resolve through negotiations, the issue of Brewer's release time compensation for semesters subsequent to the Spring 2020 semester;

C. Make whole Geri Brewer for all losses she has incurred as a result of Triton Community College's failure or refusal to comply with Arbitrator Bierig's June 18, 2021 award, with interest at a rate of seven per cent per annum taken from June 18, 2021, on all monies due from Respondent's refusal to grant Brewer full release time for the Spring 2020 semester;

D. Preserve, and upon request, make available to the Illinois Educational Labor Relations Board or its agents, all payroll and other records required to calculate the amount of back pay or other compensation to which Brewer may be entitled as set forth in this decision;

E. Post, for 60 days during which the majority of employees in the bargaining unit are working, at all places where notices to employees of Triton Community College, District 504, are regularly posted, signed copies of the attached notice;

4. That Respondent, Triton Community College, District 504, be ordered to notify the Board, in writing, within 20 days of the Board's order, of the steps Respondent has taken to comply herewith.

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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STATE OF ILLINOIS
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Cook County College Teachers Union, Local 1600, IFT-AFT, AFL-CIO,	)	
Complainant	)	
and	)	Case No. 2022-CA-0030-C
Triton Community College, District 504,	)	
Respondent	)	

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 in rendering it, 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 Chair of the Nursing Department.

E. At all times material, the College employed Geri Brewer.

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

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

1. At all times material, the Union and the College have been parties to a collective bargaining agreement (CBA) for the unit referenced in paragraph D, with the relevant CBA having a term from August 29, 2018 to June 30, 2021, which provided for a grievance procedure culminating in arbitration.

2. On or about April 1, 2020, the Union filed a first step grievance against the College, alleging it violated the parties' CBA when it denied Brewer full release time for the Spring 2020 semester.

3. On April 6, 2020, the College denied the grievance referenced in paragraph 2.

4. On or about April 6, 2020, the Union moved the grievance referenced in paragraph 2, to the second step of the parties' grievance procedure.

5. On or about April 9, 2020, the College denied the grievance referenced in paragraph 2, at the second step of the parties' grievance procedure.

6. On or about April 10, 2020, the Union moved the grievance referenced in paragraph 2, to the third step of the parties' grievance procedure.

7. On or about April 22, 2020, the College denied the grievance referenced in paragraph 2, at the third step of the parties' grievance procedure.

8. On April 27, 2020, the Union notified the College it was seeking to arbitrate the grievance referenced in paragraph 2.

9. On April 29, 2020, the Union submitted its demand to arbitrate the grievance referenced in paragraph 2, to the American Arbitration Association.

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

11. Bierig conducted the arbitration on February 24, 2021; on June 18, 2021, Bierig issued an award, sustaining the grievance referenced in paragraph 2.

12. To date. the College has refused to comply with Bierig's award.

The parties stipulated to the admissibility of the following eleven 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 (August 29, 2018 to June 30, 2021) between the Union and College.

E. Geri Brewer grievance chain.

F. Arbitration transcript from the February 24, 2021 arbitration.

G. Joint exhibits from the February 24, 2021 arbitration.

H. College's exhibits from the February 24, 2021 arbitration.

I. Bierig's award issued June 18, 2021.

J. Union's post-arbitration brief.

K. College's post-arbitration brief.

Bierig framed the issue to be resolved as whether the amount of release time the College granted Brewer for the Spring 2020 semester was in compliance with the CBA, when it appointed her as Chairperson of the College's Nursing Department. The Union asserted the five Lecture Hour Equivalents (LHEs) release time the College granted Brewer were in violation of the past practice section of the CBA, and instead, she should have been granted full release time, meaning Brewer should not have had to teach any classes while in the Chairperson position. The College argued the Union failed to establish the elements of a past practice and the five LHEs of release time granted complied with the parties' CBA.

The CBA's past practice article, Article I(K) provides the following four factors must be present to establish the existence of a past practice:

1. The asserted past practice must be reasonably consistent;
2. The asserted past practice must be clearly articulated in an ascertainable manner and known by both parties to the agreement;
3. The asserted past practice shall have been acted upon; and
4. The asserted past practice must be readily ascertainable over a reasonable period of time as a reasonably fixed and established practice. Past Practice shall be limited to actions that have occurred within the 20 years immediately preceding the alleged grievance. For an incident to be considered as a past practice, it must have occurred 60% of the time as opposed to it not occurring or being implemented in another manner.

Bierig found the parties' agreed to the above test, adding the language to their 2009-2012 CBA, as a result of the Union having prevailed on many prior past practice grievances, and the College's desire to add more specific requirements in such cases, so as to have a better chance of defeating those claims. Bierig determined Brewer's case clearly met the first three criteria of the test and turned on the three requirements in the fourth part of the test, finding in order for a past practice to have existed, it must be "readily ascertainable over a reasonable period of time", must have occurred "within 20 years" preceding the grievance, and must have occurred for "60% of the time."

In Brewer's case, Bierig found during the 12.5-year period of Fall 2007 to Fall 2019, the College granted the Chair of the Nursing Department full release time for 15 of 25 semesters or 60% of the time. He further determined, based on the factors in the above test, the practice of granting full release time to the Chair of the

Nursing Department was reasonably consistent; clearly articulated in an ascertainable manner and known by both parties; has been acted upon; and was readily ascertainable over a reasonable period of time as a reasonably fixed and established practice, finding the practice occurred within the 20 years immediately preceding the grievance and occurred at least 60% of the time. Bierig concluded the Union proved full release time for the Chair of the Nursing Department was a legitimate past practice, as it met the requirements set out in the parties' test, and in keeping therewith, he found Brewer was entitled to full release time for Spring 2020 semester.

The Union asserted Bierig's remedy should be applied prospectively. The College argued the remedy should be limited to the Spring 2020 semester. Bierig noted the Union did not raise the issue of "future compensation" until the grievance went to arbitration, and thus, decided the remedy should be limited to the Spring 2020 semester. Accordingly, Bierig found the College violated the CBA when it denied Brewer full release time for the Spring 2020 semester, and Brewer should be made whole for the Spring 2020 semester.

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. 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 Bierig's award violated the Act, arguing the award is not binding. The College contends Bierig, in rendering the award, acted outside the scope of his authority, and therefore, his result was not drawn from the essence of the parties' collective bargaining agreement.

As an initial matter, the College's position appears to have merit, as the parties' CBA has specific language governing release time in Article III(K), limiting to five hours the release time to which Brewer was entitled. Bierig acknowledged the language of III(K), but noted the CBA also provided in Article I(K), the following language:

> [u]nless otherwise provided in this agreement, nothing herein shall be interpreted or applied so as to eliminate, reduce, or otherwise detract from any faculty benefits regarded by either party as past practice, defined below [(by the four factors)], existing prior to the effective date of this agreement.

This language, in the parties' CBA, provided the path for Bierig to examine whether the Union's claim of a past practice existed, governing the release time to which Brewer was entitled. After a thorough review of the four factors in Article I(K), Bierig determined a valid past practice existed and Brewer was entitled to full release time thereunder.

The College asserts next the arbitration award does not draw its essence from the parties' agreement because in rendering it, Bierig contradicted the plain language of the CBA's Article I(K). In reviewing the Article's 20-year lookback language, the College argues Bierig made a egregious misstep by determining the word "within" meant the past practice need only have occurred "sometime" during a 20-year period, rather than for the entire duration of the 20-year period, to qualify as a binding past practice. In other words, under the CBA, the College contends a past practice must encompass the full 20 year period prior to the grievance to qualify as a binding past practice. However, the parties' agreement was not drafted as simply as the College's argument would indicate. As noted above, the fourth factor consists of three sentences all of which must be given meaning and purpose, which Bierig carefully and discerningly established. Bierig determined if the parties had intended for the entire 20-year period to be considered, they would have specified the past practice had to have been in effect for the 20 years preceding the grievance, but that is not what they did, using the phrases "reasonable period of time" and "within 20 years" instead. Although it is possible to interpret the language at issue differently than Bierig, there is no fault in the manner in which he interpreted it, giving adequate meaning and purpose to each sentence of the parties agreement in Article I(K). As such, Bierig's award plainly draws its essence from their CBA.

In short, the parties chose Bierig to resolve the contractual interpretation issue of whether a past practice existed. Bierig took evidence from the parties, hearing their witnesses and reviewing their exhibits offered in support of their respective positions. Relying on the parties' evidence, Bierig issued an award, which demonstrates thoroughness in resolving the meaning of the past practice language in the parties' CBA. There is no evidence Bierig's award fails to draw its essence from the CBA, nor is there evidence Bierig exceeded his authority under the CBA.

V. CONCLUSIONS OF LAW

Respondent College violated Section 14(a)(8) and (1) of the Act in that it refused to comply with the terms of a binding arbitration award. Accordingly, the Union is entitled to make-whole relief.

VI. RECOMMENDED ORDER

In light of the above findings and conclusions, I recommend the following:

1. That Respondent, Triton Community College, District 504, having violated Section 14(a)(8) and (1) of the Act in connection with its failure or refusal to comply with the terms of a binding arbitration award, be ordered to cease and desist from refusing to comply with the terms of binding arbitration awards;
2. That Respondent, Triton Community College, District 504, having violated Section 14(a)(8) and (1) of the Act in connection with its failure or refusal to comply with the terms of a binding arbitration award, be ordered to cease and desist from, in any like or related manner, interfering with, restraining, or coercing its employees in the exercise of rights guaranteed them under the Act;
3. That Respondent, Triton Community College, District 504, be ordered to immediately take the following steps which would effectuate the policies of the Act:
    A. Comply with Arbitrator Bierig's June 18, 2021 award sustaining the grievance filed by Complainant, Cook County College Teachers Union, Local 1600, IFT-AFT, AFL-CIO, on behalf of Geri Brewer, regarding Respondent's refusal to grant Brewer full release time for the Spring 2020 semester;
    B. Comply with Arbitrator Bierig's June 18, 2021 award sustaining the grievance filed by Complainant, Cook County College Teachers Union, Local 1600, IFT-AFT, AFL-CIO, on behalf of Geri Brewer, regarding the portion of Bierig's award in which he directed the parties to resolve through negotiations, the issue of Brewer's release time compensation for semesters subsequent to the Spring 2020 semester;
    C. Make whole Geri Brewer for all losses she has incurred as a result of Triton Community College's failure or refusal to comply with Arbitrator Bierig's June 18, 2021 award, with interest at a rate of seven per cent *per annum* taken from June 18, 2021, on all monies due from Respondent's refusal to grant Brewer full release time for the Spring 2020 semester;
    D. Preserve, and upon request, make available to the Illinois Educational Labor Relations Board or its agents, all payroll and other records required

to calculate the amount of back pay or other compensation to which Brewer may be entitled as set forth in this decision;

E. Post, for 60 days during which the majority of employees in the bargaining unit are working, at all places where notices to employees of Triton Community College, District 504, are regularly posted, signed copies of a notice to be obtained from the executive director of the Illinois Educational Labor Relations Board and similar to that attached hereto;

4. That Respondent, Triton Community College, District 504, be ordered to notify the Board, in writing, within 20 days of the Board's order, of the steps Respondent has taken to comply herewith.

VII. 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 8th day of January, 2025.

STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD

John F. Brosnan

John F. Brosnan
Administrative Law Judge