STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD

Summit Hill Council, Local 604, IFT-AFT, AFL-CIO,	)	
Complainant	)	
and	)	Case No. 2023–CA–0012–C
Summit Hill Elementary School Dist. 161,	)	
Respondent	)	

OPINION AND ORDER

I. Statement of the Case

On September 23, 2022, Summit Hill Council, Local 604, IFT-AFT, AFL-CIO (Union or Complainant) an unfair labor practice charge with the Illinois Educational Labor Relations Board (IELRB or Board) against Summit Hill Elementary School District 161 (Respondent or District or Employer). Following an investigation, the Board's Executive Director issued a Complaint and Notice of Hearing (Complaint) alleging that Respondent violated Section 14(a)(1) of the Illinois Educational Labor Relations Act (Act or IELRA), 115 ILCS 5/1 *et. seq.*, when it refused to arbitrate a grievance, thereby breaching the parties' collective bargaining agreement so as to indicate repudiation or renunciation of its terms.

In lieu of a hearing, the parties agreed to proceed on a stipulated record. They submitted their stipulated record on June 6, 2023, and filed briefs two months later. After reviewing the stipulated record, the Administrative Law Judge (ALJ) assigned to preside over the hearing found that, given the parties' stipulation of facts, there were no determinative issues of fact requiring an ALJ's recommended decision and order. The ALJ accepted the stipulated record, closed the record without a hearing and, on his own motion dated February 10, 2025, ordered the matter removed to the Board for decision pursuant to Section 1120.40(f) of the Board's Rules and Regulations, 80 Ill. Adm. Code 1120.40(f). Neither party moved to remand the matter back to

the ALJ or raised any objection to the ALJ's Order. For the reasons discussed below, we find that the District violated Section 14(a)(1) of the Act.

II. Facts

The facts, based upon the parties' stipulated facts and joint exhibits, are not in dispute before the Board and are as follows:

Respondent is an educational employer within the meaning of Section 2(a) of the IELRA and subject to the jurisdiction of the Board. The Union is a labor organization within the meaning of Section 2(c) of the Act and is the exclusive representative within the meaning of Section 2(d) of the Act of a bargaining unit comprised of certain persons employed by the District, including those in the job title or classification of teacher (bargaining unit).

The Union and the District are parties to a collective bargaining agreement (CBA or Agreement) for the bargaining unit, with a term from July 1, 2020 to June 30, 2022, which provides for a grievance procedure culminating in arbitration. The parties stipulated that if Illinois Federation of Teachers Field Service Director Dan Mercer (Mercer) were to testify, he would testify that he was involved in the Union's negotiations with the District for the 2020-2022 CBA, and that he was involved in the Union's negotiations with the District for predecessor CBAs since 2008. They further stipulated that Mercer would testify that the Union never proposed a just cause provision in any of these negotiations.

At all times material, Lisa Strzykalski (Strzykalski) was employed by the District as a teacher, was an educational employee within the meaning of Section 2(b) of the Act, and a member of the bargaining unit and the Union. In a letter from District Superintendent Paul McDermott (McDermott) dated February 28, 2022, the District issued Strzykalski a Formal Pre-Suspension Notification informing her that its investigation revealed she was in violation of its Board of Education (BOE) Policy 5:90 when she made a report to the Illinois Department of Children and Family Services Child Abuse Hotline lacking reasonable cause.[1] McDermott stated that in

[1] All dates herein occur in 2022 unless otherwise indicated.

accordance with BOE Policy 5:240, the District would exercise its right to administer discipline by recommending Strzykalski be suspended for five days without pay. Additionally, McDermott advised Strzykalski that he would recommend the District's BOE issue her a notice to remedy and that she would be transferred to another District building at the earliest opportunity. Finally, McDermott instructed Strzykalski that she could appeal the Pre-Suspension Notification, which the Union did on her behalf on March 4. This prompted a Pre-Suspension Hearing before the District's BOE on March 15. The result was a one-day unpaid suspension, a notice to remedy and a transfer to another building for the following year's term pending an investigation. Strzykalski served the one-day unpaid suspension on March 22.

The Union filed a grievance on Strzykalski's behalf on April 4. The grievance alleged the District violated the following contractual provisions: 1.1 Recognition Clause; Article VI Salary: Appendix A, Salary Schedule 2021-2022; TRS contribution; and any and all other contractual provisions that apply and may have been violated. It further alleged the District violated the following BOE Policies: 2:20 Power and Duties of the School Board, Indemnification; 2:80 Board Member Oath and Conduct; 5:10 Equal Employment Opportunity and Minority Recruitment; 5:90 Abused and Neglected Child Reporting; 5:240 Suspension; and any and all other BOE policies that apply and may have been violated. As a remedy, the grievance sought that the District compensate Strzykalski for the one-day unpaid suspension, refrain from issuing the notice to remedy and the involuntary building transfer, expunge Strzykalski's personnel file of the occurrence, refrain from future personally retaliatory and excessive disciplinary actions without just cause, and any and all action to make Strzykalski whole.

There are four steps to the CBA's grievance procedure, the last of which is arbitration. The District denied the grievance at steps one through three. The Union notified the District on August 2 that the parties needed to select an arbitrator for Strzykalski's grievance. The District replied one week later, refusing to arbitrate the grievance because the issues raised therein were not arbitrable. The District conveyed its position that Section 10(b) of the IELRA and the terms of the CBA prohibit the arbitration of the issues raised, and that no arbitrator would have any authority to provide the relief requested. The notice to remedy, said the District, was not

arbitrable and it could not be compelled to arbitrate something it never contractually agreed to arbitrate, such as Strzykalski's suspension. The Union notes in its brief that although the grievance initially challenged both Strzykalski's suspension and notice to remedy, it abandoned the portion of the grievance concerning the notice to remedy during the investigation of the instant charge and likewise advances no argument in support of that claim. The Complaint alleges only that the grievance challenged Strzykalski's suspension and does not mention either the notice to remedy or the building transfer.

Article 7.1 of the CBA defines a grievance as "a written complaint that there has been a violation, misinterpretation, or misapplication of any of the provisions of this Agreement." The CBA does not mention suspension, nor does it define discipline. The only reference to discipline in the CBA is Article 7.3, Section D: "A teacher who participates in the grievance procedure shall not be subjected to disciplinary action or reprisal because of such participation." The District relied on BOE Policy 5:240 to discipline Strzykalski. BOE Policy 5:240 provides:

> Professional Personnel
>
> Suspension
>
> Please refer to the current "Agreement between the Board of Education of District l6l, Will County, and Summit Hill Council, American Federation of Teachers' Local 604, AFT/IFT, AFL-CIO."
>
> If not expressly stated in the above agreement and for employees not covered by this agreement.
>
> Professional Personnel
>
> Suspension
>
> Suspension Without Pay
>
> The School Board may suspend without pay: (i) a professional employee pending a dismissal hearing, or (2) a teacher as a disciplinary measure for up to 30 employment days for misconduct that is detrimental to the School District. Administrative staff members may not be suspended without pay as a disciplinary measure.
>
> Misconduct that is detrimental to the School District includes:
>
> - Insubordination, including any failure to follow an oral or written directive from a supervisor;
> - Violation of [District's School] Board policy or Administrative Procedure;
> - Conduct that disrupts or may disrupt the educational program or process;
> - Conduct that violates any State or federal law that relates to the employee's duties, and
> - Other sufficient causes.

> The Superintendent or designee is authorized to issue a pre-suspension notification to a professional employee. This notification shall include the length and reason for the suspension as well as the deadline for the employee to exercise his or her right to appeal the suspension to the [District's School] Board or [District's School] Board-appointed hearing examiner before it is imposed. At the request of the professional employee made within five calendar days of receipt of a pre-suspension notification, the [District's School] Board or [District's School] Board-appointed hearing examiner will conduct a pre-suspension healing. The [District's School] Board or its designee shall notify the professional employee of the date and time of the hearing. At the pre-suspension hearing, the professional employee or his/her representative may present evidence. If the employee does not appeal the pre-suspension notification, the Superintendent or designee shall report the action to the [District's School] Board at its next regularly scheduled meeting.

The grievance procedure is set forth in Article 7.4 of the CBA. The fourth and final step, arbitration, provides:

> If the decision at Step 3 is not satisfactory to a grievant, there shall be available a 4th and final step for the resolution of the grievance–binding arbitration. The decision to enter into arbitration shall be at the discretion of the Union.
>
> The grievant must submit, in writing, within thirty (30) workdays after receiving the [District's School] Board's decision in Step 3, a request to enter into binding arbitration. The arbitration shall be conducted by an arbitrator to be selected by the two parties within thirty (30) workdays after said notice is given. If the two parties fail to reach agreement on the arbitrator within the above thirty-day period, the American Arbitration Association will immediately be requested to provide an arbitrator in accordance with the voluntary labor arbitration rules of said association. The arbitrator shall be without power or authority to make any decision which is contrary to, inconsistent with, or modifies or varies the terms of this Agreement, or which limits or interferes with the [District's School] Board's duties, powers, or responsibilities under applicable law. The sole power of the arbitrator shall be to determine if the terms of this Agreement have been violated, misinterpreted, or misapplied. The decision and/or award of the arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement, will be binding upon the parties. Expenses for the arbitrator's services and expenses which are common to both parties to the arbitration shall be borne equally by the [District's School] Board and the Union.
>
> In the event any member of the bargaining unit commences proceedings in any state or federal court or administrative agency against the [District's School] Board, charging the [District's School] Board with a violation of any of the rights enumerated herein or with a breach of this contract, such remedy shall be exclusive,

and the said member shall be barred from invoking any other remedy which may be provided for in this Agreement.

III. Positions of the Parties

Complainant alleges that Respondent committed an unfair labor practice by its refusal to arbitrate Strzykalski's grievance. It claims that because teacher discipline is not specifically excluded from arbitration in the CBA, it is arbitrable. Respondent's conduct, says Complainant, violated Section 14(a)(1) of the Act and the Board should order Respondent to cooperate with Complainant to select an arbitrator and arbitrate the grievance.

Respondent admits that it refused to arbitrate the grievance. It asserts that its refusal did not violate the Act because the grievance requested to arbitrate a notice to remedy, which is undisputably inarbitrable as a matter of law. Even if the challenge to the notice to remedy could be excised, Respondent maintains that the remainder of the grievance challenging the suspension is inarbitrable because it there is no contractual agreement to arbitrate teacher discipline. Accordingly, Respondent requests the Board dismiss the Complaint in its entirety.

IV. Discussion

Section 14(a)(1) of the Act prohibits educational employers and their agents or representatives from "[i]nterfering, restraining or coercing employees in the exercise of the rights guaranteed under this Act." An employer's refusal to arbitrate a grievance violates Section 14(a)(1) of the Act. *Board of Educ. of City of Chicago v. IELRB*, 2015 IL 118043, ¶ 20; *Cobden Unit School District No. 17 v. IELRB*, 2012 IL App (1st) 101716, ¶ 19; *Board of Trustees, Prairie State College v. IELRB*, 173 Ill. App. 3d 395, 527 N.E.2d 538 (4th Dist. 1988). There are two valid defenses to an unfair labor practice charge based on an educational employer's refusal to arbitrate a grievance: (1) there is no contractual agreement to arbitrate the dispute; or (2) the grievance is not arbitrable under Section 10(b) of the Act due to a conflict with an Illinois statute.[2] *Board of Educ. of City of Chicago*, 2015 IL 118043, ¶ 20; *Cobden Unit School District*, 2012 IL App (1st)

[2] Section 10(b) of the Act provides: "The parties to the collective bargaining process shall not effect or implement a provision in a collective bargaining agreement if the implementation of that provision would be in violation of, or inconsistent with, or in conflict with any statute or statutes enacted by the General Assembly of Illinois."

101716, ¶ 19; *Niles Township High School District 219 v. IELRB*, 379 Ill. App. 3d 22, 883 N.E.2d 29 (1st Dist. 2007); *Chicago Teachers Union v. IELRB*, 344 Ill. App. 3d 624, 800 N.E.2d 475 (1st Dist. 2003).

Strzykalski's grievance initially challenged her suspension, the notice to remedy, and the building transfer. The issuance of a notice to remedy to a teacher is inarbitrable. *Rockford School Dist. No. 205 v. IELRB*, 165 Ill. 2d 80 (1995) (an arbitrator may not issue an award that obliges a school district to revoke a notice to remedy because that would undermine the statutory process required to terminate the employment of a tenured teacher as established by the Illinois School Code). But the Union has since abandoned the notice to remedy part of the grievance and does not argue before the Board that the District was incorrect in its refusal to arbitrate the notice to remedy. What is more, the Complaint does not allege that the District's refusal to arbitrate the notice to remedy violated the Act. Instead, the Complaint references only the one-day suspension. The issues of whether the District violated the Act by refusing to arbitrate the notice to remedy portion and building transfer are not before us.

The District insists that the Union has materially altered the grievance in an attempt to render it arbitrable. But the inarbitrability of part of a grievance does not necessarily render the remainder of an otherwise arbitrable grievance inarbitrable. In *Cobden Education Association, IEA-NEA/Cobden CUSD No. 17*, the Board found that the employer did not violate the Act by refusing to arbitrate a portion of a grievance that was inarbitrable under 10(b), but that it violated the Act by refusing to arbitrate the remaining arbitrable part of the grievance. 28 PERI 92, Case No. 2008-CA-0023-C (IELRB Opinion and Order, May 20, 2010).[3] Following that same logic in this case, we find that the inarbitrability of the notice to remedy did not automatically relieve the District of its obligation to arbitrate the remainder of the grievance.

Next, the District argues that it did not violate the Act by refusing to arbitrate the suspension part of the grievance because there is no contractual agreement to arbitrate teacher discipline.

[3] On appeal, the Court overturned the Board's decision finding that a portion of the grievance was arbitrable. *Cobden Unit School Dist. No. 17 v. IELRB*, 2012 IL App (1st) 101716. However, in doing so the Court did not question the Board's ability to find a violation of the Act when only a portion of the grievance was arbitrable.

That is, that portion of the grievance did not fall within the terms of the CBA and consequently the District was not required to arbitrate.

The CBA defines a grievance as violation of CBA. But the CBA does not reference suspension, much less require just cause for the District to suspend or otherwise discipline a teacher. The only reference to discipline is that teachers who participate in the grievance procedure shall not be subject to discipline because of their participation. The only guidance in the record regarding suspension is BOE Policy 5:240. But the CBA does not define a grievance as violation of a BOE Policy, its definition is limited to a violation of the CBA. *Cf. Bd. of Educ. of City of Chicago*, 2015 IL 118043 (Contract defines a grievance as a complaint involving a work situation; a complaint that there has been a deviation from, misinterpretation of or misapplication of a practice or policy; or a complaint that there has been a violation, misinterpretation, or misapplication of any provisions of the contract).

The Union acknowledges the CBA's silence with respect to just cause and associated disciplinary grievances. To this the Union counters that where contracts do not explicitly include such provisions, they are implied terms based on the existence of arbitration clauses, recognition clauses, other contractual provisions, and the very nature of the collective bargaining process. As an example of this, the Union relies on *Int'l Bhd. of Teamsters, Local Union No. 371 v. Logistics Support Group*, 999 F.2d 227 (7th Cir. 1993). The union in *Logistics Support Group* sought to arbitrate whether there was just cause to discharge a bargaining unit member where there was no provision in the contract that restricted the employer's right to discharge for just cause. This, said the Court, left the union to rely on an implied just cause provision. The Court acknowledged its prior holdings that "the existence of an arbitration clause implies the existence of a "just cause" provision on the theory that the very nature of labor arbitration suggests that arbitrators have the power to order the reinstatement of employees who were fired without cause." *Id.* (citations omitted).

Logistics Support Group is not helpful to the Union's argument for two reasons. First, the IELRA requires collective bargaining agreements between educational employers and unions to contain an arbitration clause, whereas the National Labor Relations Act does not. The parties in *Logistics Support Group* and the other cases relied on by the Court and the Union for the notion

of the implied just cause provision are subject to the jurisdiction of the National Labor Relations Board, so they do not have to include an arbitration clause in their collective bargaining agreements. All collective bargaining agreements between parties falling under this Board's jurisdiction are required to contain an arbitration clause. Therefore, the existence of the arbitration clause in the parties' CBA is required and its presence would not necessarily imply a just cause provision. Second, the result in *Logistics Support Group* was the opposite of what the Union seeks from this Board. The Court in *Logistics Support Group* found the employer was under no duty to arbitrate just cause for discharge.

Continuing its argument that the CBA contains an implied just cause standard for discipline, the Union relies on *Griggsville-Perry Cmty. Unit Sch. Dist. No. 4 v. Illinois Educ. Labor Relations Bd.*, 2013 IL 113721. In that case, the Court recognized an implied just cause provision may be found where a contract lacks an explicit provision, and the bargaining history does not establish that a just cause standard was discussed but not adopted. *Griggsville-Perry* favors a finding that the grievance in this case was arbitrable, as the Union never proposed a just cause provision in any of its contract negotiations from 2008 through the negotiations for the 2020-2022 contract. Similar to *Griggsville-Perry*, in the absence of contradictory bargaining history, disciplinary just cause may appropriately be considered implicit in the CBA in this case.

While not binding on this Board, we relied heavily on the Commonwealth Court of Pennsylvania's decision in *Hanover Sch. Dist. v. Hanover Educ. Ass'n*, 814 A.2d 292 (Pa. Commw. Ct. 2003), *aff'd*, 839 A.2d 183 (Pa. 2003), in deciding the outcome of this case.[4] The Union cites *Hanover* for the proposition that other jurisdictions have found that absent a specific exclusion in the contract designating matters of employee discipline as falling outside the grievance-arbitration process, just cause is an implied provision of a contract subjecting disciplinary matters

[4] Authority from other jurisdictions, such as *Logistics Support* and *Hanover*, is not binding on the Board. However, where other jurisdictions have interpreted similar statutory language and the rationale of their decisions or procedures is sound and persuasive, authority from other jurisdictions can provide useful guidance. Given the similarities between Section 10(c) of the IELRA and Section 903 of Pennsylvania's Public Employee Relations Act, we rely on the useful guidance from Pennsylvania in *Hanover*. For the reasons discussed above, *Logistics Support* does not to provide helpful guidance in this case.

to grievance-arbitration. The employer in *Hanover* challenged an arbitrator's ruling that a suspension was arbitrable even though there was no provision in the contract addressing employee discipline. The Court held that the suspension was arbitrable based on an implied just cause provision. The Court reasoned:

> When the dispute involves something as fundamental to the employment relationship as an employer's attempt to withhold employment through a disciplinary termination or suspension, the ability of the employee to seek redress through arbitration is not to be discarded lightly. Clearly, the best evidence that parties to a public employment collective bargaining agreement intended not to arbitrate a particular class of disputes is an express provision in the agreement excluding these questions from the arbitration process. [internal citation omitted] Where, as here, the collective bargaining agreement contains no such limiting provision, to subject a unionized employee to arbitrary discipline resulting in a loss of employee rights and protections afforded by the agreement, without recourse to protest the employer's action, would render the agreement a mere sham and run counter to [Pennsylvania's Public Employee Relations Act's] objective to provide for mutual fair dealing by the parties with regard to employment issues.
>
> Given [Pennsylvania's Public Employee Relations Act's] broad mandate that grievances be submitted to arbitration, the state's policy favoring arbitrability of labor disputes, the non-existence of any CBA term explicitly excluding employee discipline from the grievance process and the intrinsic characteristics of a collective bargaining agreement governed by [Pennsylvania's Public Employee Relations Act] that mitigate in favor of employment protection, we conclude that it was entirely proper for the Arbitrator here to review the CBA and, finding nothing explicitly excluding disciplinary matters from arbitration, conclude that Grievant' s suspension was an arbitrable matter based on a just cause provision impliedly present in the CBA.
>
> *Hanover*, 814 A.2d at 297-298.

As the Court in *Hanover* considered the broad mandate in Pennsylvania's Public Employee Relations Act (PERA), 43 P.S. § 1101.903, that grievances be submitted to arbitration, we consider the IELRA's similarly broad mandate. The presumption favoring arbitrability of disputes under the IELRA is just as strong as it is under PERA. The IELRA requires that collective bargaining agreements "negotiated between representatives of the educational employees and the educational employer shall contain a grievance resolution procedure which shall apply to all employees in the unit and shall provide for binding arbitration of disputes concerning the administration or interpretation of the agreement." 115 ILCS 5/10(c). Like Section 10(c) the IELRA, Section 903 of PERA requires collective bargaining agreements to

contain a grievance procedure culminating in binding arbitration. Under the IELRA and PERA, as in the private sector, there exists a "presumption favoring arbitrability." *Board of Governors of State Colleges & Universities on Behalf of Northeastern Illinois University v. Illinois Educ. Labor Relations Bd.*, 170 Ill. App. 3d 463, 524 N.E.2d 758 (4th Dist. 1988). While federal policy merely favors submission of disputes to arbitration, the IELRA and PERA mandate it.[5] *Board of Governors of State Colleges and Universities*, 3 PERI 1075, Case No. 85-CA-0027-C (IELRB Opinion and Order, June 17, 1987), *rev'd in part on other grounds*, 170 Ill. App. 3d 463, 524 N.E.2d 758 (4th Dist. 1988); *Pittsburgh Joint Collective Bargaining Committee v. City of Pittsburgh*, 481 Pa. 66, 391 A.2d 1318 (1978).

The *Hanover* Court found Pennsylvania's policy favoring arbitrability of labor disputes supported the conclusion that a just cause provision may be implied. Likewise, Illinois policy under the IELRA favors the arbitrability of labor disputes. In particular, the public policy of the State of Illinois and the purpose of the Act to promote orderly and constructive relationships between all educational employees and their employers. 115 ILCS 5/1. The Illinois General Assembly recognized that "harmonious relationships are required between educational employees and their employers" and that the overall policy would be best accomplished by granting educational employees the right to organize and freely choose their representatives, requiring employers to bargain with those representatives and enter into written agreements evidencing the result of that bargaining and establishing procedures to provide for protections of the rights of employees, employers, and the public. The grievance arbitration process for resolving disputes arising under collective bargaining agreements is the "cornerstone" of the Act for achieving labor peace. *River Grove School District No. 85 ½*, 3 PERI 1019, Case No. 86-CA-0034-C (IELRB Opinion and Order, January 30, 1987).

[5] In addition to the IELRA and Pennsylvania's PERA, other states' labor relations acts that require collective bargaining agreements to provide for grievance arbitration of contractual disputes include Alaska (§ 23.40.210), Colorado (Colo. Rev. Stat. § 24-50-112(4); § 8-3.3-113(4)(a), Delaware (Del. Code. Ann. Tit. 14 § 4013(c) ("only applying to teachers")), Florida (Fl. Rev. Stat. § 447.401), Hawaii (Haw. Rev. Stat. § 89-10.8(a)), Minnesota (Minn. Stat. § 179A.20(4)), Montana (Mon. Code. Ann. § 36-31-306(5)), Nevada (Nev. Rev. Stat. § 288.505(a)), and New Mexico (N.M. § 10-7E-17(I)). Unlike the IELRA, the Illinois Public Labor Relations Act allows parties to waive arbitration of grievances. 5 ILCS 315/8.

A general arbitration clause covers all disputes which the parties have not specifically excluded. *Chicago School Reform Board v. IELRB*, 315 Ill. App. 3d 522, 532, 734 N.E.2d 69 (1st Dist. 2000); *Ball-Chatham Education Association, IEA-NEA*, 38 PERI 15, Case No. 2020-CA-0005-C (IELRB Opinion and Order, June 21, 2021); *Steelworkers v. Warrior & Gulf Navigation Co.*, 363 U.S. 574 (1960). In practice, arbitrators routinely imply a just cause standard in collective bargaining agreements unless specified otherwise therein. Elkouri & Elkouri, *How Arbitration Works*, 15-3 (Kenneth May, Editor-in-Chief, 8th ed. 2016). That is likely because in the absence of a provision excluding a particular grievance from arbitration, only the most forceful evidence of a purpose to exclude can prevail. *Ball-Chatham*, 38 PERI 15; *Warrior & Gulf*, 363 U.S. at 581. Clear and express language in a collective-bargaining agreement is necessary to exclude a dispute arising under the agreement from the application of grievance and arbitration provisions. *Staunton Community Unit School District No. 6 v. Illinois Educational Labor Relations Board*, 200 Ill. App. 3d 370, 558 N.E.2d 751 (4th Dist. 1990); *Northeastern Illinois University*, 170 Ill. App. 3d 463, 524 N.E.2d 758. In order to exclude a matter from the grievance arbitration process, the bargaining agreement must specifically state the matter is not grievable. *Northeastern Illinois University*, 170 Ill. App. 3d 463, 524 N.E.2d 758. An order to arbitrate the particular grievance should not be denied unless it may be said with positive assurance that the arbitration clause is not susceptible to an interpretation that covers the asserted dispute. *Staunton Community Unit School District No. 6*, 5 PERI 1178, Case No. 89-CB-0005-S (IELRB Opinion and Order, October 16, 1989) at IX-434, *aff'd.*, *Staunton Community Unit School District No. 6 v. IELRB*, 200 Ill. App. 3d 370, 558 N.E.2d 751 (4th Dist. 1990); *Harlem School Dist. 122*, 30 PERI 153, Case Nos. 2012-CA-0076-C & 2013-CA-0021-C (IELRB Opinion and Order, December 19, 2013). Doubts should be resolved in favor of coverage. *Northeastern Illinois University*, 170 Ill. App. 3d 463, 524 N.E.2d 758. In this case, there is no such specific exclusion of just cause, discipline, or suspension from the grievance process in the CBA.

The District contends that the grievance procedure significantly limits the arbitrator's authority and prohibits the creation of new contractual requirements through inference or implication. In particular, the grievance procedure says the arbitrator cannot make decisions that conflict with or modify the CBA, interfere with the District's duties, powers, or responsibilities

under the law, and lists the arbitrator's sole power as determining whether the CBA has been violated, misinterpreted, or misapplied. Because the dispute in this case involves something as fundamental to the employment relationship as suspension, the ability of the employee to seek redress through arbitration is not to be discarded lightly. While it is true the CBA is silent as to just cause, discipline and suspension, such matters are not specifically excluded from the grievance procedure. The best evidence that parties intended not to arbitrate a particular class of disputes is an express provision in the agreement excluding these questions from the arbitration process. *Hanover*, 814 A.2d 297. In this case, there is no such provision.

V. Order

For the reasons discussed above, we find that the District violated Section 14(a)(1) by refusing to arbitrate the portion of Strzykalski's grievance concerning her unpaid suspension. Therefore, **IT IS HEREBY ORDERED** that Summit Hill Elementary School District 161:

1. Cease and desist from:
   (a) Refusing to arbitrate the grievance the Union filed in connection with Lisa Strzykalski's suspension.
   (b) In any like or related manner, interfering with, restraining, or coercing its employees in the exercise of rights guaranteed them under the Act.
2. Take the following affirmative action necessary to effectuate the policies of the Act:
   (a) Cooperate with the Union to select an arbitrator for the grievance regarding Lisa Strzykalski's suspension.
   (b) Arbitrate the Union's grievance regarding Lisa Strzykalski's suspension.
   (c) Post on bulletin boards or other places reserved for notices to employees for 60 consecutive days during which the majority of Respondent's employees are actively engaged in duties they perform for Respondent, signed copies the attached notice. Respondent shall take reasonable steps to ensure that said notice is not altered, defaced, or covered by any other materials.

(d) Notify the Executive Director in writing within 35 calendar days after receipt of this Opinion and Order of the steps taken to comply with it.

VI. 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: **April 16, 2025**
Issued: **April 16, 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

Illinois Educational Labor Relations Board
160 North LaSalle Street, Suite N-400
Chicago, Illinois 60601
Tel. 312.793.3170 | elrb.mail@illinois.gov

NOTICE TO EMPLOYEES

POSTED BY ORDER OF THE ILLINOIS EDUCATIONAL LABOR RELATIONS BOARD

AN AGENCY OF THE STATE OF ILLINOIS

THIS IS A NOTICE TO EMPLOYEES THAT MUST BE POSTED PURSUANT TO THE ILLINOIS EDUCATIONAL LABOR RELATIONS BOARD'S OPINION AND ORDER IN Summit Hill Council, Local 604, IFT-AFT, AFL-CIO/Summit Hill Elementary School District 161, Case No. 2023-CA-0012-C.

Pursuant to an Opinion and Order of the Illinois Educational Labor Relations Board and in order to effectuate the policies of the Illinois Educational Labor Relations Act ("Act"), we hereby notify our employees that:

This Notice is posted pursuant to an Opinion and Order of the Illinois Educational Labor Relations Board issued after an administrative proceeding in which both sides had the opportunity to present evidence. The Illinois Educational Labor Relations Board found that we have violated the Act and has ordered us to inform our employees of their rights.

Among other things, the Act makes it lawful for educational employees to organize, form, join or assist employee organizations or engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection.

WE WILL NOT refuse to arbitrate the grievance the Summit Hill Council, Local 604, IFT-AFT, AFL-CIO ("Union") filed in connection with Lisa Strzykalski's ("Strzykalski) suspension

WE WILL NOT interfere with, restrain, or coerce our employees in the exercise of their rights guaranteed them under the Act.

WE WILL cooperate with the Union to select an arbitrator for the grievance regarding Strzykalski's suspension.

WE WILL arbitrate the Union's grievance regarding Strzykalski's suspension.

Date of Posting: _____

Summit Hill Elementary School District 161

By: _____

As agent for **Summit Hill Elementary School District 161**

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, 160 N. Lasalle, Ste N-400, Chicago, IL 60601 (312) 793-3170