STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD

In the Matter of:	)	
	)	
Woodland Consolidated Community School District No. 50,	)	
	)	
Respondent	)	
	)	
and	)	Case No. 2005-CA-0063-C
	)	
Wood1and Council, LCFT, Local 504, IFT/AFT, AFL-CIO,	)	
	)	
Complainant	)	

OPINION AND ORDER

On January 27, 2005, Woodland Council, Lake County Federation of Teachers, Local 504, IFT/AFT (Union) filed an unfair labor practice charge with the Illinois Educational Labor Relations Board (IELRB or Board) against Woodland Community Consolidated School District No. 50 (District or Employer). The charge alleged that the Employer violated Section 14(a)(8) and (1) of the Illinois Educational Labor Relations Act (IELRA or Act), 115 ILCS 5/1 et. seq. On February 2, 2005, the Union filed a supplemental charge against the Employer alleging that the Employer violated Section 14(a)(1), (3) and (5) of the Act when it issued layoff notices to transportation employees after the issuance of a binding arbitration award. On April 20, 2005, the Executive Director issued a Complaint and Notice of Hearing alleging that the Employer violated Sections 14(a)(1), (3), (5) and (8) of the Act.

The Administrative Law Judge (ALJ) assigned to hear this matter granted the parties' joint request for entry of a stipulated record. The parties filed a stipulated record and briefs. On August 16, 2005, the ALJ issued a Recommended Decision and Order finding that the arbitration award concerning the District's contracting out of bus driver services and layoff of its bus driver employees is binding on the Employer and that the Employer violated Section 14(a)(8) and (1) of the Act by refusing to comply with that award. The ALJ also found that the Employer did not violate Sections 14(a)(1), (3) and (5) of the Act when it issued layoff notices in January 2005 and dismissed the Complaint as to those allegations.

The Employer filed timely exceptions to the ALJ's Recommended Decision and Order and a brief in support of its exceptions. The Union filed a timely brief in response to the Employer's exceptions. The Union did not file exceptions to the portion of the Recommended Decision and Order finding that the Employer did not violate Sections 14(a)(1), (3) and (5) of the Act. The Employer filed a Motion for Leave to Reply to Complainant's Brief in

Response to Respondent's Exceptions to the Administrative Law Judge's Recommended Decision and Order and Supporting Brief on September 22, 2005. On September 27, 2005, the Union filed a Motion (Conditional on Granting by the Board of Respondent's Motion) for Leave to Respond to Respondent's Motion to Reply to Union's Brief in Opposition to Respondent's Exceptions.

For the reasons discussed below, we affirm the Administrative Law Judge's Recommended Decision and Order finding that the Employer violated Section 14(a)(8) and (1) of the Act, and we deny the Employer's Motion for Leave to Reply to Complainant's Brief in Response to Respondent's Exceptions to the Administrative Law Judge's Recommended Decision and Order and Supporting Brief.

I.

The following facts are based on the parties' factual stipulations and exhibits submitted to the ALJ:

On February 9, 2004, the District notified the Union that it was contemplating subcontracting student transportation services. On February 17, 2004, Union representative Arnavaz Mistry (Mistry) demanded that the District bargain over the contemplated subcontracting. On March 18, 2004, Union counsel Gilbert Feldman (Feldman) informed the District that, in the absence of an agreement, any decision and action by the District to privatize transportation services would violate Article III, Section E of the parties' collective bargaining agreement (CBA).

Between April 26, 2004 and May 14, 2004, the parties met on five occasions to bargain over the decision to subcontract. Between May 17, 2004 and June 8, 2004, the parties met on four occasions to bargain over the decision to subcontract. By June 8, 2004, the parties had negotiated an agreement regarding the subcontracting of the District's student transportation services and the terms of separation of its bus driver employees.

On April 22, 2004, Mistry filed a grievance alleging that the parties' "Entire Agreement" clause (Article X, Section F) foreclosed any bargaining over subcontracting of student transportation services during the term of the Agreement. The grievance was heard before Arbitrator Edward P. Archer (Arbitrator Archer) on October 7, 2004. The parties stipulated to the issue before the arbitrator as follows: "whether the School District violated the parties' collective bargaining agreement when, during the term of the agreement, it contracted out bus driver services which were within the scope of the bargaining unit." On December 22, 2004, Arbitrator Archer issued a decision and award wherein he ruled that the District's decision to subcontract its student transportation services violated the CBA.

In his decision, Arbitrator Archer analyzed the dispute with an examination of the parties' bargaining history and the language of the parties' CBAs. Arbitrator Archer stated that the language pertinent to and controlling in this dispute was negotiated by the parties into their first CBA in 1986. The first CBA provided,

ARTICLE III – Reduction in Force

E. Sub-Contracting
The Board shall have the sole and exclusive right to subcontract the night custodial services. The impact of such sub-contracting upon current employees shall be handled pursuant to the Sub-Contracting Agreement executed by the parties concurrently with this Agreement.

ARTICLE IX – Duration and Related Clauses

E. Management Rights
The Union acknowledges that the Board has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the school district to the full extent provided by law, limited only by the lawful provisions of this Agreement.

F. Waiver of Additional Bargaining
The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals, and that the understanding arrived at by the parties after the exercise of that right are set forth in this Agreement and constitute the complete understanding of the parties. Therfor [sic], for the life of this Agreement, each party waives any right which might otherwise exist to negotiate ober [sic] these matters or any other matter during the term of this Agreement.

Arbitrator Archer then discussed the provisions as they appeared in the 1989 CBA, which provided,

ARTICLE III – Reduction in Force

D. Sub-Contracting
The Board shall have the sole and exclusive right to subcontract the night custodial service.

E. Reinstatement of Night Custodian Services
In the event the Board decides in its discretion to no longer sub-contract night custodian services, the wages, hours, terms and condition of employment of any employee performing night custodian services shall be subject to negotiation with the Union, provided that the Board has the sole right to determine the employees' hourly rate (within any limits set forth by this Agreement) and workday prior to any agreement being reached with the Union.

Arbitrator Archer noted that Article IX, Sections E and F relating to Management Rights and Waiver of Additional Bargaining remained unchanged from the 1986 agreement.

In 2002, the parties agreed to the following one-year add-on agreement: "The Board agrees that during the 2002-2003 school year, it will not act to reduce in force (for reasons related to reduction in staff or services) any currently employed transportation employee." Arbitrator Archer wrote that, over the Union's objection, the add-on language was deleted from the agreement in the parties' 2003-2004 school year negotiations. Arbitrator Archer

noted that the pertinent provisions of the 2003-2005 agreement remained unchanged from the 1989 agreement.[1] Arbitrator Archer stated, "Addressing first the bargaining history …, I am persuaded that the parties did not discuss subcontracting of other work than night custodial work during the 1986 negotiations …" Reviewing the 1986 negotiations, Arbitrator Archer wrote:

> [] I am persuaded that the Union team concluded that then Article III, Section E, coupled with the then Article IX "Waiver of Additional Bargaining" language protected all but the bus drivers from subcontracting during the agreement. … I am convinced that what [the District's negotiator] told the Union team about subcontracting other jobs was that the Board had no intention of subcontracting other jobs but not that it was not agreeing not to do so. I am thus persuaded that the [District's negotiator] concluded at the end of the 1986 negotiations that the Board had the right without further bargaining to subcontract night custodial work and it retained the right to subcontract other work as well so long as it bargained with the Union about its decision to do so and about the effects of the subcontracting on the bargaining unit employees.

Arbitrator Archer determined that the question was whether the current Article III, Section D language providing that the District has the "sole and exclusive right to sub-contract the night custodial services" coupled with Article X "Waiver of Bargaining Rights" precludes the District from subcontracting work other than night custodial work.

Arbitrator Archer wrote,

> The District recognizes that under Illinois law it is required to bargain subcontracting decisions during the term of the collective bargaining agreement with the Union before it could implement such a decision…. [I]n the District's view, the Union had the right to an opportunity to convince the Board not to subcontract the work and only after bargaining to impasse could the District implement its last offer proposal to subcontract the work.
>
> The difficulty with this position is that under Article X, Section F; [sic] both parties waive "any right that might otherwise exist to negotiate over these matters or any other matter during the term of this Agreement." It precludes the Union from bargaining, absent District agreement, new terms and conditions of employment for the duration of the agreement. And as it applies to both parties, it likewise precludes the District from bargaining, absent Union agreement, new terms and conditions of employment, which under Illinois law includes additional subcontracting of unit work.

Arbitrator Archer acknowledged the Employer's argument that as it did not contemplate by bargaining the subcontracting of night custodial work in 1986 or 1989 it had waived its right to subcontract other work, it has not clearly and unmistakably waived its right to bargain subcontracting of other work. However, Arbitrator Archer determined,

> [t]he District in Article X, Section F did clearly and unmistakably waive its right to bargain maters not contained in the parties' agreement during the duration of that agreement. The District negotiated the right to subcontract night custodial work. However, the parties did not address a District right to subcontract bargaining unit work other than night custodial work. Therefore, that right had to be bargained and, under Article X, it couldn't be absent Union consent.

[1] The pertinent provisions appear as Article III.F and G, and Article X.E and F.

Therefore, Arbitrator Archer concluded that the Employer violated the CBA when it contracted out the bus driver services. As the remedy, Arbitrator Archer ordered the Employer to cancel the subcontract and rehire the bus driver employees with restoration of seniority and make them whole for losses incurred as a result of the subcontracting.

On January 18, 2005, the District's counsel advised Feldman that the District would be seeking an appeal of the arbitration award by respectfully declining to implement the award.

II.

Respondent's Motion for Leave to Reply to Complainant's Brief in Response to Respondent's Exceptions to the Administrative Law Judge's Recommended Decision and Order and Supporting Brief.

The IELRB's Rules provide for exceptions, briefs supporting those exceptions, responses to exceptions, cross-exceptions, briefs supporting cross-exceptions and responses to cross exceptions. The Rules do not provide for a reply to a response to exceptions. 80 Ill. Adm. Code 1105.220(b), 1120.50(a). It is not the IELRB's practice to allow parties to file briefs in addition to those for which the Rules provide. East Maine School District 63, 13 PERI 1041, Case No. 94-CA-0024-C (IELRB Opinion and Order, February 27, 1997); see also, Niles Township High School District 219, 21 PERI 104, Case No. 2005-CA-0002-C (IELRB Opinion and Order, June 16, 2005) (appeal pending). The IELRB has denied a party's motion to file a reply to a response for these reasons. East Maine, 13 PERI 1041. Accordingly, we deny the Respondent's Motion for Leave to Reply to Complainant's Brief in Response to Respondent's Exceptions to the Administrative Law Judge's Recommended Decision and Order and Supporting Brief.

The Employer violated Section 14(a)(8) and, derivatively, Section 14(a)(1) of the Act by refusing to comply with the arbitration award.

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. Board of Education of Community School District No. 1 v. Compton, 123 Ill. 2d 216, 526 N.E.2d 149 (1988).

Review of arbitration awards is extremely limited and the IELRB will not re-determine the merits of an arbitration decision properly before the arbitrator. AFSCME v. Department of Central Management Services, 173 Ill. 2d 299, 671 N.E.2d 668 (1996); AFSCME v. State of Illinois, Department of Mental Health, 124 Ill. 2d 246, 529

N.E.2d 534 (1988); 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, 124 Ill. 2d 246, 529 N.E.2d 534. Public policy favors resolving collective bargaining disputes through arbitration and in favor of finality in arbitration awards. Id.; Board of Trustees of Community College District No. 508 v. Cook County College Teachers Union, 74 Ill. 2d 412, 386 N.E.2d 47 (1979); 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). Section 10(b) of the Act makes null and void any provision in a collective bargaining agreement if the implementation of that provision would be inconsistent with or in conflict with any Illinois statute. Consequently, an arbitration award that conflicts with the Act is unenforceable.

To determine whether an employer has violated Section 14(a)(8), 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. 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 content of the award and whether the Employer has complied with the award are not at issue. Instead, the issue is whether the arbitration award is binding.

In determining whether an award is binding, the Board considers factors such as whether (1) the award conflicts with other statutes; (2) the award complied with the grievance procedure; (3) the procedures were fair and impartial; and (4) the award is "patently repugnant to the purposes and policies of the Act." Chicago Board of Education, 2 PERI 1089, Case No. 84-CA-0087-C (IELRB Opinion and Order, June 24, 1986) *aff'd in part, rev'd in part on other grounds*, 170 Ill.App.3d 490, 524 N.E.2d 711 (4th Dist. 1988). An arbitration award must be enforced if the arbitrator acts within the scope of his or her authority and the award draws its essence from the collective bargaining agreement, even when a reviewing court disagrees with the arbitrator's judgment on the merits. Chicago School Reform Board of Trustees, 13 PERI 1110; see also, Board of Education of Community High School District No. 155 v. IELRB, 247 Ill. App. 3d 337, 345, 617 N.E.2d 269, 275 (1st Dist. 1993).

In its first exception to the ALJ's Recommended Decision and Order, the District argues that Arbitrator Archer's determination that the District did not have the management right to subcontract its student transportation services is improper. The reason for this, argues the District, is that this portion of the Award did not draw its

essence from the terms of the CBA and was unsupported by established principles of contract interpretation. Specifically, the District complains that Arbitrator Archer's legal conclusions are unsupported by and contrary to his own factual findings on the record. While the District acknowledges that this Board does not have the authority to re-litigate an arbitrator's interpretation of a collective bargaining agreement, it argues that in this case the Award goes so far beyond the terms of the CBA and accepted arbitral standards that it would be inappropriate for this Board to afford the broad deference usually accorded to arbitration awards. See, Board of Trustees v. Cook County College Teachers Union, 74 Ill. 2d 421, 386 N.E.2d 47; AFSCME, 124 Ill. 2d 246, 529 N.E.2d 534; Dreis & Krupp Mfg. v. Machinists Union, 802 F.2d 247 (7th Cir. 1986).

The Union argues in its response to the District's exceptions that Arbitrator Archer interpreted the CBA and his interpretation is not subject to second-guessing. The Union notes that based on the parties' bargaining history, Arbitrator Archer found that the parties intended the sentence "The Board shall have the sole and exclusive right to subcontract the night custodial services" to mean that work other than night custodial services could not be subcontracted. The Union asserts that the District ignored this language in its exceptions and based on the facts and the case law, there is no merit to the Employer's exceptions.

An arbitrator's award draws its essence from the collective bargaining agreement if the interpretation can in some rational manner be derived from the CBA "viewed in light of its language, its context, and any other indicia of the parties' intention; only where there is a manifest disregard of the agreement, totally unsupported by principle of contract construction and the law of the shop, may a reviewing court disturb the award. [citations] Neither the correctness of the arbitrator's conclusion nor the propriety of his reasoning is relevant to a reviewing court, so long as his award complies with the aforementioned standards to be applied by the reviewing court in exercising its limited function. [citation]" Chicago Board of Education, 11 PERI 1041 at IX-150, Case No. 93-CA-0027-C (IELRB Opinion and Order, April 19, 1995), citing Amoco Oil Co. v. Oil, Chemical and Atomic Workers, 548 F.2d 1288, 1294 (7th Cir. 1977).

We find that the Award draws its essence from the CBA. In this case, the arbitrator analyzed the language of the CBA and the parties' bargaining history and reached the conclusion that under the terms of the CBA, the parties had waived additional bargaining. There is no indication that the arbitrator went outside of the parties' submission or that the Award is premised on anything other than the CBA as he interpreted its language and in light of the parties' bargaining history. Thus, it cannot be said that the Award reflects a manifest disregard of the CBA.

Accordingly, we find no merit in the District's exception that Arbitrator Archer's Award did not draw its essence from the terms of the CBA and was unsupported by established principles of contract interpretation.

In its second exception, the District argues that Arbitrator Archer's divestiture of the parties' statutory rights to mid-term bargain over subcontracting issues is in direct conflict with relevant IELRB and court precedent interpreting the IELRA and is thus repugnant to the policies underlying the IELRA.

As stated above, in determining whether an arbitration award is binding, one of the factors that the IELRB considers is whether the award is patently repugnant to the purposes and policies of the Act. See Chicago Board of Education, 2 PERI 1089. In a case where the IELRB and an arbitrator's award are in direct conflict, the IELRB decision must control. Carey v. Westinghouse Electric Corp., 375 U.S. 261 (1964); SEIU, Local 250 v. Marshal Hale Hospital, 647 F.2d 38 (9th Cir. 1981).

The District argues that the Award's divestiture of the parties' right to mid-term bargain conflicts with standards set forth in IELRB cases which the District claims clearly delineate the parties' statutory rights and/or obligations to engage in mid-term bargaining. According to the District, the Arbitrator's finding that the parties had waived their right to bargain over the subcontracting of bus drivers undermines, and is thus repugnant to, the Act's policies favoring bargaining and to IELRB cases. Contrary to the District's assertions, this is not such a case.

Midterm bargaining is required over mandatory subjects of bargaining that are neither fully negotiated nor the subject of a clause in an existing contract. Rock Falls Elementary School District No. 13, 2 PERI 1150, Case No. 85-CA-0052-C (IELRB Opinion and Order, November 12, 1986). In Rock Falls, the Board found that a suspension policy had not been bargained nor were the terms of the policy embodied in the parties' contract. Id. However, the Board held that "even if [the policy] is a mandatory subject of bargaining, we find that the Association waived its right to demand bargaining over it when it agreed to the 'zipper clause' contained in … the collective bargaining agreement." Id. The Board elaborated,

> [t]o be a 'clear and unmistakable' waiver … the contractual language need not specify each subject excluded from the duty to bargain. In this case, the Association voluntarily agreed to a 'zipper clause' which clearly waived all bargaining rights that 'might otherwise exist under law' during the term of the collective bargaining agreement. This waiver included the right to bargain over those subjects that were not contemplated by either or both parties at the time that the agreement was bargained. In our view, this was a clear and unmistakable waiver of the right to bargain over the … policy. Id.

A zipper clause is essentially a waiver which seeks to close out any further bargaining during the contract term and make the written contract the exclusive statement of the parties' rights and responsibilities. Mt. Vernon Education Association, IEA-NEA v. IELRB, 278 Ill. App. 3d 814, 663 N.E.2d 1067 (4th Dist. 1996). A narrow zipper clause

may consist of a statement that the negotiated agreement constitutes the complete understanding between the parties. Narrow zipper clauses essentially waive bargaining during the life of the contract on matters already bargained by the parties even though those subjects may otherwise constitute mandatory subjects of bargaining. Id. In contrast, broad zipper clauses may contain language specifically waiving bargaining on matters not within the knowledge or contemplation of the parties at the time they signed the agreement. Id.

In its exceptions, the District argues that the zipper clause in this case is narrow. Conversely, Arbitrator Archer interpreted the zipper clause as broad when he found:

> [T]he District in Article X, Section F did clearly and unmistakably waive its right to bargain matters not contained in the parties' agreement during the duration of that agreement. The District negotiated the right to subcontract night custodial work. However, the parties did not address a District right to subcontract bargaining unit work other than night custodial work. Therefore, that right had to be bargained and, under Article X, it couldn't be absent Union consent.

The parties submitted this dispute to arbitration, it was the arbitrator's interpretation of the CBA that they bargained for, and it is the arbitrator's decision that will stand as the final resolution of the parties' rights under the CBA. West Chicago School District 33, 5 PERI 1037, Case No. 88-CA-0045-C (IELRB Opinion and Order, February 2, 1989), adopting 4 PERI 1102 (ALJ Recommended Decision and Order, July 8, 1988); American Postal Workers Union v. U.S. Postal Service, 789 F.2d 1 (D.C. Dir. 1986). As noted by the ALJ, a party's unhappiness with the consequences of the arbitrator's interpretation of the contract does not render the decision violative of public policy nor does it render the award patently repugnant to the purposes of the Act.[2] Accordingly, we find that Arbitrator Archer's interpretation of the zipper clause does not conflict with the IELRA or IELRB cases.

In its third exception, the Employer contends that Arbitrator Archer exceeded his authority when he ordered the Employer to cancel the subcontract for bus driver services. The Employer argues that this portion of the Award should be reversed because it adversely affects the contractual rights of a third party who was not a party to the Arbitration. This argument fails because arbitrators called upon to remedy improper subcontracting have ordered employers to cancel subcontracts. Trane Co., 89 LA 112 (McIntosh 1987); Mead Corp., 62 LA 1000 (Bothwell 1973); Milprint, Inc., 51 LA 748 (Somers 1968).

The Employer also argues in its brief in support of its exceptions that the ALJ erred in finding a derivative violation of Section 14(a)(1) of the Act. A violation of any of the other sections of Section 14(a) constitutes a

[2] The parties chose the forum in which their dispute was to be heard when they submitted it to arbitration. Our decision in this case does not imply that we would regard the zipper clause in this case as a broad zipper clause. See Mt. Vernon Education Association, 278 Ill. App. 3d 814, 663 N.E.2d 1067. However, the arbitrator's interpretation of the zipper clause as broad is not patently repugnant to the policies and purposes of the Act. Chicago Board of Education, 2 PERI 1089.

derivative violation of Section 14(a)(1). Southern Illinois University, 4 PERI 1103 (IERLB Opinion and Order 1988); see generally, Governing Bd. of Special Educ. Dist. of Lake County v. SEDOL Teachers' Union, Lake County Federation of Teachers, Local 504, IFT-AFT, AFL-CIO, 332 Ill. App. 3d 144, 772 N.E.2d 847 (1st Dist. 2002), Alton Education Association, IEA-NEA, 21 PERI 79, Case No. 2002-CA-0051-S (IELRB Opinion and Order, March 23, 2005). A derivative violation, by its nature, flows automatically from the more specific violation. Southern Illinois University, 4 PERI 1103. Section 14(a)(1) broadly prohibits employer interference with employee rights covered by the Act. Id. The ALJ properly found that the Employer committed a derivative violation of Section 14(a)(1) of the Act.

We affirm the ALJ's Recommended Decision and Order in its entirety and find that the Employer violated Section 14(a)(8) and, derivatively, Section 14(a)(1) of the Act by its refusal to comply with the arbitration award.

III.

The Employer violated Section 14(a)(8) and, derivatively, Section 14(a)(1) of the Act in connection with its unlawful refusal to comply with the December 22, 2004 arbitration award issued in connection with the April 24, 2004 grievance filed by the Woodland Council, Lake County Federation of Teachers, Local No. 504, IFT/AFT, AFL-CIO, on behalf of the District's bus driver employees. The ALJ's Recommended Decision and Order is affirmed.

Therefore, **IT IS HEREBY ORDERED** that the Woodland Consolidated Community School District No. 50:

1. Cease and desist from:

    A. Refusing to comply with the December 22, 2004 arbitration award issued in connection with the April 24, 2004 grievance filed by the Woodland Council, Lake County Federation of Teachers, Local No. 504, IFT/AFT, AFL-CIO, on behalf of the District's bus driver employees.

    B. 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. Comply with the December 22, 2004 arbitration award issued in connection with the April 24, 2004 grievance filed by Woodland Council, Lake County Federation of Teachers, Local No. 504, IFT/AFT, AFL-CIO, on behalf of the District's bus driver employees.

    B. Make the bus driver employees whole for the loss of any pay or benefits, with interest at a rate of seven percent per annum, resulting from Woodland Community Consolidated School District No. 50's unlawful refusal to comply with the December 22, 2004 arbitration award issued in connection with the April 24, 2004 grievance filed by the Woodland Council, Lake County Federation of Teachers, Local No. 504, IFT/AFT, AFL-CIO, on behalf of the District's bus driver employees.

C. Preserve, and upon request, make available to the Board or its agents for examination and copying, all records, reports and other documents necessary to analyze the amount of backpay due under the terms of this decision.

D. Post, for 60 consecutive days during which the majority of Respondent's employees are actively engaged in the duties they perform for Woodland Community Consolidated School District No. 50, at all places where notices to employees of Woodland Community Consolidated School District No. 50 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.

E. 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.

IV. Right to Appeal

This is a final order of the IELRB. Aggrieved parties may seek judicial review of this Order in accordance with the provisions of the Administrative Review Law, except that, pursuant to 115 ILCS 5/16(a), such review must be taken directly to the appellate court of the judicial district in which the IELRB maintains an office (Chicago or Springfield). "Any direct appeal to the Appellate Court shall be filed within 35 days from the date that a copy of the decision sought to be reviewed was served upon the party affected by the decision." 115 ILCS 5/16(a).

Decided: March 14, 2006
Issued: March 23, 2006
Chicago, Illinois

/s/ Lynne O. Sered
Lynne O. Sered, Chairman

/s/ Ronald Ettinger
Ronald Ettinger, Member

/s/ Bridget L. Lamont
Bridget L. Lamont, Member

/s/ Michael H. Prueter
Michael H. Prueter, Member

/s/ Jimmie Robinson
Jimmie Robinson, Member

Illinois Educational Labor Relations Board
160 North LaSalle Street, Suite N-400
Chicago, Illinois 60601-3103
Telephone: (312) 793-3170

******SAMPLE NOTICE*******SAMPLE NOTICE******SAMPLE NOTICE******

THIS IS A SAMPLE OF THE NOTICE TO EMPLOYEES THAT MUST BE POSTED PURSUANT TO THE ILLINOIS EDUCATIONAL LABOR RELATIONS BOARD'S OPINION AND ORDER IN WOODLAND COUNCIL, LAKE COUNTY FEDERATION OF TEACHERS, LOCAL NO. 504, IFT/AFT, AFL-CIO/WOODLAND COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 50, CASE NO. 2005-CA-0063-C. WOODLAND COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 50 MUST OBTAIN THE ACTUAL NOTICES FOR POSTING FROM THE EXECUTIVE DIRECTOR OF THE ILLINOIS EDUCATIONAL LABOR RELATIONS BOARD.

After a hearing in which all parties had the opportunity to present their evidence, the Illinois Educational Labor Relations Board found that Woodland Community Consolidated School District No. 50 violated the Illinois Educational Labor Relations Act, and has ordered us to post this notice.

We hereby notify our employees that:

WE WILL NOT refuse to comply with the provisions of binding arbitration awards.

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

WE WILL comply with the December 22, 2004 arbitration award issued in connection with the April 24, 2004 grievance filed by the Woodland Council, Lake County Federation of Teachers, Local 504, IFT/AFT, AFL-CIO, on behalf of the bus driver employees.

WE WILL make the bus driver employees whole for the loss of any pay or benefits, with interest at a rate of seven-percent per annum, resulting from the Woodland Community Consolidated School District No. 50's unlawful refusal to comply with the December 22, 2004 arbitration award issued in connection with the April 24, 2004 grievance filed by the Woodland Council, Lake County Federation of Teachers, Local No. 504, IFT/AFT, AFL-CIO, on behalf of the bus driver employees.

WE WILL preserve, and upon request, make available to the Illinois Educational Labor Relations Board or its agents, for examination and copying, all records, reports and other documents necessary to analyze the amount of backpay due.

By:_____ Date of Posting_____
as agent for Woodland Community Consolidated School District No. 50

Woodland Council, Lake County Federation of Teachers, Local No. 504, IFT/AFT, AFL-CIO/Woodland Community Consolidated School District No. 50, CASE NO. 2005-CA-0063-C

This notice shall remain posted for 60 consecutive days at all places where notices to employees are regularly posted.

COPIES OF NOTICES TO BE POSTED MUST BE OBTAINED FROM THE EXECUTIVE DIRECTOR

******SAMPLE NOTICE*******SAMPLE NOTICE******SAMPLE NOTICE******