

1 AN ACT concerning education.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 5. The Illinois Educational Labor Relations Act is
5 amended by changing Section 12 as follows:

6 (115 ILCS 5/12) (from Ch. 48, par. 1712)

7 Sec. 12. Impasse procedures.

8 (a) This subsection (a) applies only to collective
9 bargaining between an educational employer that is not a
10 public school district organized under Article 34 of the
11 School Code and an exclusive representative of its employees.
12 If the parties engaged in collective bargaining have not
13 reached an agreement by 90 days before the scheduled start of
14 the forthcoming school year, the parties shall notify the
15 Illinois Educational Labor Relations Board concerning the
16 status of negotiations. This notice shall include a statement
17 on whether mediation has been used.

18 Upon demand of either party, collective bargaining between
19 the employer and an exclusive bargaining representative must
20 begin within 60 days of the date of certification of the
21 representative by the Board, or in the case of an existing
22 exclusive bargaining representative, within 60 days of the
23 receipt by a party of a demand to bargain issued by the other

1 party. Once commenced, collective bargaining must continue for
2 at least a 60 day period, unless a contract is entered into.

3 Except as otherwise provided in subsection (b) of this
4 Section, if after a reasonable period of negotiation and
5 within 90 days of the scheduled start of the forth-coming
6 school year, the parties engaged in collective bargaining have
7 reached an impasse, either party may petition the Board to
8 initiate mediation. Alternatively, the Board on its own motion
9 may initiate mediation during this period. However, mediation
10 shall be initiated by the Board at any time when jointly
11 requested by the parties and the services of the mediators
12 shall continuously be made available to the employer and to
13 the exclusive bargaining representative for purposes of
14 arbitration of grievances and mediation or arbitration of
15 contract disputes. If requested by the parties, the mediator
16 may perform fact-finding and in so doing conduct hearings and
17 make written findings and recommendations for resolution of
18 the dispute. Such mediation shall be provided by the Board and
19 shall be held before qualified impartial individuals. Nothing
20 prohibits the use of other individuals or organizations such
21 as the Federal Mediation and Conciliation Service or the
22 American Arbitration Association selected by both the
23 exclusive bargaining representative and the employer.

24 If the parties engaged in collective bargaining fail to
25 reach an agreement within 45 days of the scheduled start of the
26 forthcoming school year and have not requested mediation, the

1 Illinois Educational Labor Relations Board shall invoke
2 mediation.

3 Whenever mediation is initiated or invoked under this
4 subsection (a), the parties may stipulate to defer selection
5 of a mediator in accordance with rules adopted by the Board.

6 (a-5) This subsection (a-5) applies only to collective
7 bargaining between a public school district or a combination
8 of public school districts, including, but not limited to,
9 joint cooperatives, that is not organized under Article 34 of
10 the School Code and an exclusive representative of its
11 employees.

12 (1) Any time 15 days after mediation has commenced,
13 either party may initiate the public posting process. The
14 mediator may initiate the public posting process at any
15 time 15 days after mediation has commenced during the
16 mediation process. Initiation of the public posting
17 process must be filed in writing with the Board, and
18 copies must be submitted to the parties on the same day the
19 initiation is filed with the Board.

20 (2) Within 7 days after the initiation of the public
21 posting process, each party shall submit to the mediator,
22 the Board, and the other party in writing the most recent
23 offer of the party, including a cost summary of the offer.
24 Seven days after receipt of the parties' offers, the Board
25 shall make public the offers and each party's cost summary
26 dealing with those issues on which the parties have failed

1 to reach agreement by immediately posting the offers on
2 its Internet website, unless otherwise notified by the
3 mediator or jointly by the parties that agreement has been
4 reached. On the same day of publication by the Board, at a
5 minimum, the school district shall distribute notice of
6 the availability of the offers on the Board's Internet
7 website to all news media that have filed an annual
8 request for notices from the school district pursuant to
9 Section 2.02 of the Open Meetings Act. The parties' offers
10 shall remain on the Board's Internet website until the
11 parties have reached and ratified an agreement.

12 (a-10) This subsection (a-10) applies only to collective
13 bargaining between a public school district organized under
14 Article 34 of the School Code and an exclusive representative
15 of its employees, other than educational employees who are
16 forbidden from striking under this Act. For educational
17 employees who are forbidden from striking, either the employer
18 or exclusive representative may elect to utilize the
19 fact-finding procedures set forth in this subsection (a-10),
20 except as otherwise specified in paragraph (5) of this
21 subsection (a-10).

22 (1) For collective bargaining agreements between an
23 educational employer to which this subsection (a-10)
24 applies and an exclusive representative of its employees,
25 if the parties fail to reach an agreement after a
26 reasonable period of mediation, the dispute shall be

1 submitted to fact-finding in accordance with this
2 subsection (a-10). Either the educational employer or the
3 exclusive representative may initiate fact-finding by
4 submitting a written demand to the other party with a copy
5 of the demand submitted simultaneously to the Board.

6 (2) Within 3 days following a party's demand for
7 fact-finding, each party shall appoint one member of the
8 fact-finding panel, unless the parties agree to proceed
9 without a tri-partite panel. Following these appointments,
10 if any, the parties shall select a qualified impartial
11 individual to serve as the fact-finder and chairperson of
12 the fact-finding panel, if applicable. An individual shall
13 be considered qualified to serve as the fact-finder and
14 chairperson of the fact-finding panel, if applicable, if
15 he or she was not the same individual who was appointed as
16 the mediator and if he or she satisfies the following
17 requirements: membership in good standing with the
18 National Academy of Arbitrators, Federal Mediation and
19 Conciliation Service, or American Arbitration Association
20 for a minimum of 10 years; membership on the mediation
21 roster for the Illinois Labor Relations Board or Illinois
22 Educational Labor Relations Board; issuance of at least 5
23 interest arbitration awards arising under the Illinois
24 Public Labor Relations Act; and participation in impasse
25 resolution processes arising under private or public
26 sector collective bargaining statutes in other states. If

1 the parties are unable to agree on a fact-finder, the
2 parties shall request a panel of fact-finders who satisfy
3 the requirements set forth in this paragraph (2) from
4 either the Federal Mediation and Conciliation Service or
5 the American Arbitration Association and shall select a
6 fact-finder from such panel in accordance with the
7 procedures established by the organization providing the
8 panel.

9 (3) The fact-finder shall have the following duties
10 and powers:

11 (A) to require the parties to submit a statement
12 of disputed issues and their positions regarding each
13 issue either jointly or separately;

14 (B) to identify disputed issues that are economic
15 in nature;

16 (C) to meet with the parties either separately or
17 in executive sessions;

18 (D) to conduct hearings and regulate the time,
19 place, course, and manner of the hearings;

20 (E) to request the Board to issue subpoenas
21 requiring the attendance and testimony of witnesses or
22 the production of evidence;

23 (F) to administer oaths and affirmations;

24 (G) to examine witnesses and documents;

25 (H) to create a full and complete written record
26 of the hearings;

1 (I) to attempt mediation or remand a disputed
2 issue to the parties for further collective
3 bargaining;

4 (J) to require the parties to submit final offers
5 for each disputed issue either individually or as a
6 package or as a combination of both; and

7 (K) to employ any other measures deemed
8 appropriate to resolve the impasse.

9 (4) If the dispute is not settled within 75 days after
10 the appointment of the fact-finding panel, the
11 fact-finding panel shall issue a private report to the
12 parties that contains advisory findings of fact and
13 recommended terms of settlement for all disputed issues
14 and that sets forth a rationale for each recommendation.
15 The fact-finding panel, acting by a majority of its
16 members, shall base its findings and recommendations upon
17 the following criteria as applicable:

18 (A) the lawful authority of the employer;

19 (B) the federal and State statutes or local
20 ordinances and resolutions applicable to the employer;

21 (C) prior collective bargaining agreements and the
22 bargaining history between the parties;

23 (D) stipulations of the parties;

24 (E) the interests and welfare of the public and
25 the students and families served by the employer;

26 (F) the employer's financial ability to fund the

1 proposals based on existing available resources,
2 provided that such ability is not predicated on an
3 assumption that lines of credit or reserve funds are
4 available or that the employer may or will receive or
5 develop new sources of revenue or increase existing
6 sources of revenue;

7 (G) the impact of any economic adjustments on the
8 employer's ability to pursue its educational mission;

9 (H) the present and future general economic
10 conditions in the locality and State;

11 (I) a comparison of the wages, hours, and
12 conditions of employment of the employees involved in
13 the dispute with the wages, hours, and conditions of
14 employment of employees performing similar services in
15 public education in the 10 largest U.S. cities, and
16 for educational employees who are forbidden to strike,
17 this comparison shall be based on comparable
18 communities;

19 (J) the average consumer prices in urban areas for
20 goods and services, which is commonly known as the
21 cost of living;

22 (K) the overall compensation presently received by
23 the employees involved in the dispute, including
24 direct wage compensation; vacations, holidays, and
25 other excused time; insurance and pensions; medical
26 and hospitalization benefits; the continuity and

1 stability of employment and all other benefits
2 received; and how each party's proposed compensation
3 structure supports the educational goals of the
4 district, and for educational employees who are
5 forbidden from striking, this analysis shall also
6 include all other employees who are employed by the
7 educational employer;

8 (L) changes in any of the circumstances listed in
9 items (A) through (K) of this paragraph (4) during the
10 fact-finding proceedings;

11 (M) the effect that any term the parties are at
12 impasse on has or may have on the overall educational
13 environment, learning conditions, and working
14 conditions with the school district; and

15 (N) the effect that any term the parties are at
16 impasse on has or may have in promoting the public
17 policy of this State.

18 (5) The fact-finding panel's recommended terms of
19 settlement shall be deemed agreed upon by the parties as
20 the final resolution of the disputed issues and
21 incorporated into the collective bargaining agreement
22 executed by the parties, unless either party tenders to
23 the other party and the chairperson of the fact-finding
24 panel a notice of rejection of the recommended terms of
25 settlement with a rationale for the rejection, within 15
26 days after the date of issuance of the fact-finding

1 panel's report. With regard to educational employees who
2 are forbidden from striking, if either party submits a
3 notice of rejection, either party may utilize mandatory
4 interest arbitration proceedings established in subsection
5 (e). For all other educational employees subject to this
6 subsection (a-10), if ~~if~~ either party submits a notice of
7 rejection, the chairperson of the fact-finding panel shall
8 publish the fact-finding panel's report and the notice of
9 rejection for public information by delivering a copy to
10 all newspapers of general circulation in the community
11 with simultaneous written notice to the parties.

12 The changes made to this subsection (a-10) by this
13 amendatory Act of the 103rd General Assembly apply only to
14 collective bargaining agreements entered into, modified,
15 extended, or renewed on or after the effective date of this
16 amendatory Act of the 103rd General Assembly.

17 (b) (Blank).

18 (c) The costs of fact finding and mediation shall be
19 shared equally between the employer and the exclusive
20 bargaining agent, provided that, for purposes of mediation
21 under this Act, if either party requests the use of mediation
22 services from the Federal Mediation and Conciliation Service,
23 the other party shall either join in such request or bear the
24 additional cost of mediation services from another source. All
25 other costs and expenses of complying with this Section must
26 be borne by the party incurring them.

1 (c-5) If an educational employer or exclusive bargaining
2 representative refuses to participate in mediation or fact
3 finding when required by this Section, the refusal shall be
4 deemed a refusal to bargain in good faith.

5 (d) Nothing in this Act prevents an employer and an
6 exclusive bargaining representative from mutually submitting
7 to final and binding impartial arbitration unresolved issues
8 concerning the terms of a new collective bargaining agreement.

9 (e) This subsection (e) applies only to collective
10 bargaining between a public school district organized under
11 Article 34 of the School Code and an exclusive representative
12 of educational employees who are forbidden from striking under
13 this Act. Educational employees who are forbidden from
14 striking have the right to submit all negotiation disputes,
15 including, but not limited to, mid-term disputes and impact
16 bargaining disputes, for resolution through the following
17 mandatory arbitration procedures:

18 (1) For collective bargaining agreements between an
19 educational employer and exclusive representative,
20 mediation shall commence upon 15 days' notice from either
21 party or at such later time as the mediation services so
22 chosen can be provided to the parties. If fact-finding
23 procedures under subsection (a-10) were utilized, the
24 parties shall be deemed to have satisfied the requirement
25 to engage in mediation before requesting arbitration. In
26 mediation under this Section, if either party requests the

1 use of mediation services from the Federal Mediation and
2 Conciliation Service, the other party shall either join in
3 such request or bear the additional cost of mediation
4 services from another source. The mediator shall have a
5 duty to keep the Board informed on the progress of the
6 mediation. If any dispute has not been resolved within 15
7 days after the first meeting of the parties and the
8 mediator or within such other time limit as may be
9 mutually agreed upon by the parties, either the exclusive
10 representative or employer may request of the other, in
11 writing, arbitration, and shall submit a copy of the
12 request to the Board.

13 (2) Within 10 days after such a request for
14 arbitration has been made, the educational employer shall
15 choose a delegate and the employees' exclusive
16 representative shall choose a delegate to a panel of
17 arbitration as provided in this Section. The employer and
18 employees shall forthwith advise the other and the Board
19 of their selections. The parties may agree to waive the
20 tripartite panel and use a sole arbitrator to resolve the
21 dispute.

22 (3) Within 7 days after the request of either party,
23 the parties shall request a panel of impartial arbitrators
24 from which they shall select the neutral chairperson or
25 sole arbitrator according to the procedures provided in
26 this Section. If the parties have agreed to a contract

1 that contains a grievance resolution procedure, the
2 chairperson or sole arbitrator shall be selected using
3 their agreed contract procedure unless they mutually agree
4 to another procedure. In the absence of an agreed contract
5 procedure for selecting an impartial arbitrator, the
6 parties shall submit a request to the Federal Mediation
7 and Conciliation Services for a panel of 7 arbitrators who
8 are members in good standing with the National Academy of
9 Arbitrators and have issued at least 5 interest
10 arbitration awards arising under either the Illinois
11 Public Labor Relations Act or this Act. The parties shall
12 conduct a coin toss to determine who strikes first, and
13 the parties shall alternately strike arbitrators from the
14 list until one remains. The parties shall promptly notify
15 the Board of their selection.

16 (4) The chairperson or sole arbitrator shall call a
17 hearing to begin within 15 days or as otherwise mutually
18 agreed upon by the parties and give reasonable notice of
19 the time and place of the hearing. The hearing shall be
20 held at the offices of the Board or at such other location
21 as mutually agreed upon by the parties. The chairperson or
22 sole arbitrator shall preside over the hearing and shall
23 take testimony. Any oral or documentary evidence and other
24 data deemed relevant by the arbitration panel or sole
25 arbitrator may be received in evidence. The proceedings
26 shall be informal. Technical rules of evidence shall not

1 apply and the competency of the evidence shall not thereby
2 be deemed impaired. A verbatim record of the proceedings
3 shall be made and the arbitrator shall arrange for the
4 necessary recording service. Transcripts may be ordered at
5 the expense of the party ordering them, but the
6 transcripts shall not be necessary for a decision by the
7 arbitration panel or sole arbitrator. The expense of the
8 proceedings, including a fee for the chairperson or sole
9 arbitrator, shall be borne equally by each of the parties
10 to the dispute. The delegates, if educational employees,
11 shall continue on the payroll of the educational employer
12 without loss of pay. The hearing conducted by the
13 arbitration panel or sole arbitrator may be adjourned from
14 time to time, but, unless otherwise agreed by the parties,
15 shall be concluded within 30 days after the time of its
16 commencement. Majority actions and rulings shall
17 constitute the actions and rulings of the arbitration
18 panel. Arbitration proceedings under this Section shall
19 not be interrupted or terminated by reason of any unfair
20 labor practice charge filed by either party at any time.

21 (5) The arbitration panel or sole arbitrator may
22 administer oaths, require the attendance of witnesses and
23 the production of such books, papers, contracts,
24 agreements, and documents as may be deemed by it material
25 to a just determination of the issues in dispute, and, for
26 such purpose, may issue subpoenas. If any person refuses

1 to obey a subpoena or refuses to be sworn or to testify or
2 if any witness, party, or attorney is guilty of contempt
3 while in attendance at any hearing, the arbitration panel
4 or sole arbitrator may, or the Attorney General if
5 requested shall, invoke the aid of any circuit court
6 within the jurisdiction in which the hearing is being
7 held, which court shall issue an appropriate order. Any
8 failure to obey the order may be punished by the court as
9 contempt.

10 (6) At any time before the rendering of an award, the
11 chairperson of the arbitration panel or sole arbitrator,
12 if he or she is of the opinion that it would be useful or
13 beneficial to do so, may remand the dispute to the parties
14 for further collective bargaining for a period not to
15 exceed 2 weeks. If the dispute is remanded for further
16 collective bargaining, the time provisions of this Act
17 shall be extended for a time period equal to that of the
18 remand. The chairperson of the panel of arbitration or
19 sole arbitrator shall notify the Board of the remand.

20 (7) At or before the conclusion of the hearing held
21 pursuant to paragraph (4), the arbitration panel or sole
22 arbitrator shall identify the economic issues in dispute
23 and direct each of the parties to submit, within such time
24 limit as the panel shall prescribe, to the arbitration
25 panel or sole arbitrator and to each other its last offer
26 of settlement on each economic issue. The determination of

1 the arbitration panel or sole arbitrator as to the issues
2 in dispute and as to which of these issues are economic
3 shall be conclusive. The arbitration panel or sole
4 arbitrator, within 30 days after the conclusion of the
5 hearing or such further additional periods to which the
6 parties may agree, shall make written findings of fact and
7 promulgate a written opinion and shall mail or otherwise
8 deliver a true copy thereof to the parties and their
9 representatives and to the Board. As to each economic
10 issue, the arbitration panel or sole arbitrator shall
11 adopt the last offer of settlement that, in the opinion of
12 the arbitration panel or sole arbitrator, more nearly
13 complies with the applicable factors prescribed in
14 paragraph (8). The findings, opinions, and order as to all
15 other issues shall be based upon the applicable factors
16 prescribed in paragraph (8).

17 (8) If there is no agreement between the parties or if
18 there is an agreement but the parties have begun
19 negotiations or discussions looking to a new agreement or
20 amendment of the existing agreement and wage rates or
21 other conditions of employment under the proposed new or
22 amended agreement are in dispute, the arbitration panel or
23 sole arbitrator shall base its findings, opinions, and
24 order upon the following factors, as applicable:

25 (A) the lawful authority of the employer;

26 (B) the federal and State statutes or local

1 ordinances and resolutions applicable to the employer
2 or employees;

3 (C) prior collective bargaining agreements and the
4 bargaining history between the parties;

5 (D) stipulations of the parties;

6 (E) the interests and welfare of the public and
7 the students and families served by the employer;

8 (F) the employer's financial ability to fund the
9 proposals based on existing available resources,
10 provided that such ability is not predicated on an
11 assumption that lines of credit or reserve funds are
12 available or that the employer may or will receive or
13 develop new sources of revenue or increase existing
14 sources of revenue;

15 (G) the impact of any economic adjustments on the
16 employer's ability to pursue its educational mission;

17 (H) the present and future general economic
18 conditions in the locality and State;

19 (I) a comparison of the wages, hours, and
20 conditions of employment of the employees involved in
21 the dispute with the wages, hours, and conditions of
22 employment of employees performing similar services in
23 public education in comparable communities;

24 (J) the average consumer prices in urban areas for
25 goods and services, which is commonly known as the
26 cost of living;

1 (K) the overall compensation presently received by
2 the employees involved in the dispute and by all other
3 employees who are employed by the educational
4 employer, including direct wage compensation;
5 vacations, holidays, and other excused time; insurance
6 and pensions; medical and hospitalization benefits;
7 the continuity and stability of employment and all
8 other benefits received; and how each party's proposed
9 compensation structure supports the educational goals
10 of the district;

11 (L) changes in any of the circumstances listed in
12 items (A) through (K) of this paragraph (8) during the
13 arbitration proceedings;

14 (M) the effect that any term the parties are at
15 impasse on has or may have on the overall educational
16 environment, learning conditions, and working
17 conditions with the school district;

18 (N) the effect that any term the parties are at
19 impasse on has or may have in promoting the public
20 policy of this State; and

21 (O) such other factors, not confined to the
22 foregoing, that are normally or traditionally taken in
23 consideration in the determination of wages, hours,
24 and conditions of employment through voluntary
25 collective bargaining, mediation, fact-finding, or
26 arbitration or otherwise between the parties in the

1 public service or private employment.

2 (9) Arbitration procedures shall be deemed to be
3 initiated by the filing of a letter requesting mediation
4 as required under paragraph (1). The commencement of a new
5 fiscal year after the initiation of arbitration procedures
6 under this Act but before the arbitration decision or its
7 enforcement shall not be deemed to render a dispute moot
8 or to otherwise impair the jurisdiction or authority of
9 the arbitration panel or sole arbitrator or its decision.

10 Increases in rates of compensation awarded by the
11 arbitration panel or sole arbitrator may be effective only
12 at the start of the fiscal year next commencing after the
13 date of the arbitration award. If a new fiscal year has
14 commenced either since the initiation of arbitration
15 procedures under this Act or since any mutually agreed
16 extension of the statutorily required period of mediation
17 under this Act by the parties to the labor dispute causing
18 a delay in the initiation of arbitration, the foregoing
19 limitations shall be inapplicable, and such awarded
20 increases may be retroactive to the commencement of the
21 fiscal year, any other statute or charter provisions to
22 the contrary, notwithstanding. At any time the parties, by
23 stipulation, may amend or modify an award of arbitration.

24 (10) Orders of the arbitration panel or sole
25 arbitrator shall be reviewable, upon appropriate petition
26 by either the educational employer or the exclusive

1 bargaining representative, by the circuit court for the
2 county in which the dispute arose or in which a majority of
3 the affected employees reside but only for reasons that
4 the arbitration panel or sole arbitrator was without or
5 exceeded its statutory authority; the order is arbitrary
6 or capricious; or the order was procured by fraud,
7 collusion, or other similar and unlawful means. Such
8 petitions for review must be filed with the appropriate
9 circuit court within 90 days following the issuance of the
10 arbitration order. The pendency of such proceeding for
11 review shall not automatically stay the order of the
12 arbitration panel or sole arbitrator. The party against
13 whom the final decision of any such court shall be
14 adverse, if such court finds such appeal or petition to be
15 frivolous, shall pay reasonable attorney's fees and costs
16 to the successful party, as determined by the court in its
17 discretion. If the court's decision affirms the award of
18 money, such award, if retroactive, shall bear interest at
19 the rate of 12% per annum from the effective retroactive
20 date.

21 (11) During the pendency of proceedings before the
22 arbitration panel or sole arbitrator, existing wages,
23 hours, and other conditions of employment shall not be
24 changed by action of either party without the consent of
25 the other, but a party may so consent without prejudice to
26 his or her rights or position under this Act. The

1 proceedings are deemed to be pending before the
2 arbitration panel or sole arbitrator upon the initiation
3 of arbitration procedures under this Act. The educational
4 employees covered by this subsection (e) may not withhold
5 services, nor may educational employers lock out or
6 prevent such employees from performing services at any
7 time.

8 (12) All of the terms decided upon by the arbitration
9 panel or sole arbitrator shall be included in an agreement
10 to be submitted to the educational employer's governing
11 body for ratification and adoption by law, ordinance, or
12 the equivalent appropriate means.

13 The governing body shall review each term decided by
14 the arbitration panel or sole arbitrator. If the governing
15 body fails to reject one or more terms of the arbitration
16 panel's or sole arbitrator's decision by a three-fifths
17 vote of those duly elected and qualified members of the
18 governing body at the next regularly scheduled meeting of
19 the governing body after issuance, such term or terms
20 shall become a part of the collective bargaining agreement
21 of the parties. If the governing body affirmatively
22 rejects one or more terms of the arbitration panel's or
23 sole arbitrator's decision, it must provide written
24 reasons for such rejection with respect to each term so
25 rejected, within 20 days after such rejection and the
26 parties shall return to the arbitration panel or sole

1 arbitrator for further proceedings and issuance of a
2 supplemental decision with respect to the rejected terms.
3 Any supplemental decision by an arbitration panel, sole
4 arbitrator, or other decision maker agreed to by the
5 parties shall be final and binding on the parties. The
6 voting requirements of this subsection (e) shall apply to
7 all disputes submitted to arbitration pursuant to this
8 Section, notwithstanding any contrary voting requirements
9 contained in any existing collective bargaining agreement
10 between the parties.

11 (13) If the governing body of the employer votes to
12 reject the panel's or sole arbitrator's decision, the
13 parties shall return to the panel or sole arbitrator
14 within 30 days from the issuance of the reasons for
15 rejection for further proceedings and issuance of a final
16 and binding supplemental decision. All reasonable costs of
17 such supplemental proceeding, including the exclusive
18 representative's reasonable attorney's fees, as
19 established by the Board, shall be paid by the educational
20 employer.

21 (14) Notwithstanding the other provisions of this
22 subsection (e), the educational employer and exclusive
23 representative may agree to submit unresolved disputes
24 concerning wages, hours, terms, and conditions of
25 employment to an alternative form of impasse resolution.

26 (15) The costs of mediation and arbitration shall be

1 shared equally between the educational employer and the
2 exclusive bargaining agent, provided that, for purposes of
3 mediation under this Act, if either party requests the use
4 of mediation services from the Federal Mediation and
5 Conciliation Service, the other party shall either join in
6 such request or bear the additional cost of mediation
7 services from another source. All other costs and expenses
8 of complying with this Section must be borne by the party
9 incurring them, except as otherwise expressly provided in
10 this subsection (e).

11 If an educational employer or exclusive bargaining
12 representative refuses to participate in mediation or
13 arbitration when required by this Section, the refusal shall
14 be deemed a refusal to bargain in good faith.

15 Nothing in this Act prevents an employer and an exclusive
16 bargaining representative who are not subject to mandatory
17 arbitration under this subsection (e) from mutually submitting
18 to final and binding impartial arbitration unresolved issues
19 concerning the terms of a new collective bargaining agreement.

20 This subsection (e) applies only to collective bargaining
21 agreements entered into, modified, extended, or renewed on or
22 after the effective date of this amendatory Act of the 103rd
23 General Assembly.

24 (Source: P.A. 101-664, eff. 4-2-21.)