



Rep. William "Will" Davis

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10300HB0297ham001

LRB103 03824 RJT 59532 a

1 AMENDMENT TO HOUSE BILL 297

2 AMENDMENT NO. _____. Amend House Bill 297 by replacing
3 everything after the enacting clause with the following:

4 "Section 5. The Illinois Educational Labor Relations Act
5 is 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

1 on whether mediation has been used.

2 Upon demand of either party, collective bargaining between
3 the employer and an exclusive bargaining representative must
4 begin within 60 days of the date of certification of the
5 representative by the Board, or in the case of an existing
6 exclusive bargaining representative, within 60 days of the
7 receipt by a party of a demand to bargain issued by the other
8 party. Once commenced, collective bargaining must continue for
9 at least a 60 day period, unless a contract is entered into.

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

1 prohibits the use of other individuals or organizations such
2 as the Federal Mediation and Conciliation Service or the
3 American Arbitration Association selected by both the
4 exclusive bargaining representative and the employer.

5 If the parties engaged in collective bargaining fail to
6 reach an agreement within 45 days of the scheduled start of the
7 forthcoming school year and have not requested mediation, the
8 Illinois Educational Labor Relations Board shall invoke
9 mediation.

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

13 (a-5) This subsection (a-5) applies only to collective
14 bargaining between a public school district or a combination
15 of public school districts, including, but not limited to,
16 joint cooperatives, that is not organized under Article 34 of
17 the School Code and an exclusive representative of its
18 employees.

19 (1) Any time 15 days after mediation has commenced,
20 either party may initiate the public posting process. The
21 mediator may initiate the public posting process at any
22 time 15 days after mediation has commenced during the
23 mediation process. Initiation of the public posting
24 process must be filed in writing with the Board, and
25 copies must be submitted to the parties on the same day the
26 initiation is filed with the Board.

1 (2) Within 7 days after the initiation of the public
2 posting process, each party shall submit to the mediator,
3 the Board, and the other party in writing the most recent
4 offer of the party, including a cost summary of the offer.
5 Seven days after receipt of the parties' offers, the Board
6 shall make public the offers and each party's cost summary
7 dealing with those issues on which the parties have failed
8 to reach agreement by immediately posting the offers on
9 its Internet website, unless otherwise notified by the
10 mediator or jointly by the parties that agreement has been
11 reached. On the same day of publication by the Board, at a
12 minimum, the school district shall distribute notice of
13 the availability of the offers on the Board's Internet
14 website to all news media that have filed an annual
15 request for notices from the school district pursuant to
16 Section 2.02 of the Open Meetings Act. The parties' offers
17 shall remain on the Board's Internet website until the
18 parties have reached and ratified an agreement.

19 (a-10) This subsection (a-10) applies only to collective
20 bargaining between a public school district organized under
21 Article 34 of the School Code and an exclusive representative
22 of its employees, other than educational employees who are
23 forbidden from striking under this Act. For educational
24 employees who are forbidden from striking, either the employer
25 or exclusive representative may elect to utilize the
26 fact-finding procedures set forth in this subsection (a-10),

1 except as otherwise specified in paragraph (5) of this
2 subsection (a-10).

3 (1) For collective bargaining agreements between an
4 educational employer to which this subsection (a-10)
5 applies and an exclusive representative of its employees,
6 if the parties fail to reach an agreement after a
7 reasonable period of mediation, the dispute shall be
8 submitted to fact-finding in accordance with this
9 subsection (a-10). Either the educational employer or the
10 exclusive representative may initiate fact-finding by
11 submitting a written demand to the other party with a copy
12 of the demand submitted simultaneously to the Board.

13 (2) Within 3 days following a party's demand for
14 fact-finding, each party shall appoint one member of the
15 fact-finding panel, unless the parties agree to proceed
16 without a tri-partite panel. Following these appointments,
17 if any, the parties shall select a qualified impartial
18 individual to serve as the fact-finder and chairperson of
19 the fact-finding panel, if applicable. An individual shall
20 be considered qualified to serve as the fact-finder and
21 chairperson of the fact-finding panel, if applicable, if
22 he or she was not the same individual who was appointed as
23 the mediator and if he or she satisfies the following
24 requirements: membership in good standing with the
25 National Academy of Arbitrators, Federal Mediation and
26 Conciliation Service, or American Arbitration Association

1 for a minimum of 10 years; membership on the mediation
2 roster for the Illinois Labor Relations Board or Illinois
3 Educational Labor Relations Board; issuance of at least 5
4 interest arbitration awards arising under the Illinois
5 Public Labor Relations Act; and participation in impasse
6 resolution processes arising under private or public
7 sector collective bargaining statutes in other states. If
8 the parties are unable to agree on a fact-finder, the
9 parties shall request a panel of fact-finders who satisfy
10 the requirements set forth in this paragraph (2) from
11 either the Federal Mediation and Conciliation Service or
12 the American Arbitration Association and shall select a
13 fact-finder from such panel in accordance with the
14 procedures established by the organization providing the
15 panel.

16 (3) The fact-finder shall have the following duties
17 and powers:

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

21 (B) to identify disputed issues that are economic
22 in nature;

23 (C) to meet with the parties either separately or
24 in executive sessions;

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

1 (E) to request the Board to issue subpoenas
2 requiring the attendance and testimony of witnesses or
3 the production of evidence;

4 (F) to administer oaths and affirmations;

5 (G) to examine witnesses and documents;

6 (H) to create a full and complete written record
7 of the hearings;

8 (I) to attempt mediation or remand a disputed
9 issue to the parties for further collective
10 bargaining;

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

14 (K) to employ any other measures deemed
15 appropriate to resolve the impasse.

16 (4) If the dispute is not settled within 75 days after
17 the appointment of the fact-finding panel, the
18 fact-finding panel shall issue a private report to the
19 parties that contains advisory findings of fact and
20 recommended terms of settlement for all disputed issues
21 and that sets forth a rationale for each recommendation.
22 The fact-finding panel, acting by a majority of its
23 members, shall base its findings and recommendations upon
24 the following criteria 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 (C) prior collective bargaining agreements and the
3 bargaining history between the parties;

4 (D) stipulations of the parties;

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

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

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

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

18 (I) a comparison of the wages, hours, and
19 conditions of employment of the employees involved in
20 the dispute with the wages, hours, and conditions of
21 employment of employees performing similar services in
22 public education in the 10 largest U.S. cities, and
23 for educational employees who are forbidden to strike,
24 this comparison shall be based on comparable
25 communities;

26 (J) the average consumer prices in urban areas for

1 goods and services, which is commonly known as the
2 cost of living;

3 (K) the overall compensation presently received by
4 the employees involved in the dispute, including
5 direct wage compensation; vacations, holidays, and
6 other excused time; insurance and pensions; medical
7 and hospitalization benefits; the continuity and
8 stability of employment and all other benefits
9 received; and how each party's proposed compensation
10 structure supports the educational goals of the
11 district, and for educational employees who are
12 forbidden from striking, this analysis shall also
13 include all other employees who are employed by the
14 educational employer;

15 (L) changes in any of the circumstances listed in
16 items (A) through (K) of this paragraph (4) during the
17 fact-finding proceedings;

18 (M) the effect that any term the parties are at
19 impasse on has or may have on the overall educational
20 environment, learning conditions, and working
21 conditions with the school district; and

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

25 (5) The fact-finding panel's recommended terms of
26 settlement shall be deemed agreed upon by the parties as

1 the final resolution of the disputed issues and
2 incorporated into the collective bargaining agreement
3 executed by the parties, unless either party tenders to
4 the other party and the chairperson of the fact-finding
5 panel a notice of rejection of the recommended terms of
6 settlement with a rationale for the rejection, within 15
7 days after the date of issuance of the fact-finding
8 panel's report. With regard to educational employees who
9 are forbidden from striking, if either party submits a
10 notice of rejection, either party may utilize mandatory
11 interest arbitration proceedings established in subsection
12 (e). For all other educational employees subject to this
13 subsection (a-10), if ~~if~~ either party submits a notice of
14 rejection, the chairperson of the fact-finding panel shall
15 publish the fact-finding panel's report and the notice of
16 rejection for public information by delivering a copy to
17 all newspapers of general circulation in the community
18 with simultaneous written notice to the parties.

19 The changes made to this subsection (a-10) by this
20 amendatory Act of the 103rd General Assembly apply only to
21 collective bargaining agreements entered into, modified,
22 extended, or renewed on or after the effective date of this
23 amendatory Act of the 103rd General Assembly.

24 (b) (Blank).

25 (c) The costs of fact finding and mediation shall be
26 shared equally between the employer and the exclusive

1 bargaining agent, provided that, for purposes of mediation
2 under this Act, if either party requests the use of mediation
3 services from the Federal Mediation and Conciliation Service,
4 the other party shall either join in such request or bear the
5 additional cost of mediation services from another source. All
6 other costs and expenses of complying with this Section must
7 be borne by the party incurring them.

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

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

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

25 (1) For collective bargaining agreements between an
26 educational employer and exclusive representative,

1 mediation shall commence upon 15 days' notice from either
2 party or at such later time as the mediation services so
3 chosen can be provided to the parties. If fact-finding
4 procedures under subsection (a-10) were utilized, the
5 parties shall be deemed to have satisfied the requirement
6 to engage in mediation before requesting arbitration. In
7 mediation under this Section, if either party requests the
8 use of mediation services from the Federal Mediation and
9 Conciliation Service, the other party shall either join in
10 such request or bear the additional cost of mediation
11 services from another source. The mediator shall have a
12 duty to keep the Board informed on the progress of the
13 mediation. If any dispute has not been resolved within 15
14 days after the first meeting of the parties and the
15 mediator or within such other time limit as may be
16 mutually agreed upon by the parties, either the exclusive
17 representative or employer may request of the other, in
18 writing, arbitration, and shall submit a copy of the
19 request to the Board.

20 (2) Within 10 days after such a request for
21 arbitration has been made, the educational employer shall
22 choose a delegate and the employees' exclusive
23 representative shall choose a delegate to a panel of
24 arbitration as provided in this Section. The employer and
25 employees shall forthwith advise the other and the Board
26 of their selections. The parties may agree to waive the

1 tripartite panel and use a sole arbitrator to resolve the
2 dispute.

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

23 (4) The chairperson or sole arbitrator shall call a
24 hearing to begin within 15 days or as otherwise mutually
25 agreed upon by the parties and give reasonable notice of
26 the time and place of the hearing. The hearing shall be

1 held at the offices of the Board or at such other location
2 as mutually agreed upon by the parties. The chairperson or
3 sole arbitrator shall preside over the hearing and shall
4 take testimony. Any oral or documentary evidence and other
5 data deemed relevant by the arbitration panel or sole
6 arbitrator may be received in evidence. The proceedings
7 shall be informal. Technical rules of evidence shall not
8 apply and the competency of the evidence shall not thereby
9 be deemed impaired. A verbatim record of the proceedings
10 shall be made and the arbitrator shall arrange for the
11 necessary recording service. Transcripts may be ordered at
12 the expense of the party ordering them, but the
13 transcripts shall not be necessary for a decision by the
14 arbitration panel or sole arbitrator. The expense of the
15 proceedings, including a fee for the chairperson or sole
16 arbitrator, shall be borne equally by each of the parties
17 to the dispute. The delegates, if educational employees,
18 shall continue on the payroll of the educational employer
19 without loss of pay. The hearing conducted by the
20 arbitration panel or sole arbitrator may be adjourned from
21 time to time, but, unless otherwise agreed by the parties,
22 shall be concluded within 30 days after the time of its
23 commencement. Majority actions and rulings shall
24 constitute the actions and rulings of the arbitration
25 panel. Arbitration proceedings under this Section shall
26 not be interrupted or terminated by reason of any unfair

1 labor practice charge filed by either party at any time.

2 (5) The arbitration panel or sole arbitrator may
3 administer oaths, require the attendance of witnesses and
4 the production of such books, papers, contracts,
5 agreements, and documents as may be deemed by it material
6 to a just determination of the issues in dispute, and, for
7 such purpose, may issue subpoenas. If any person refuses
8 to obey a subpoena or refuses to be sworn or to testify or
9 if any witness, party, or attorney is guilty of contempt
10 while in attendance at any hearing, the arbitration panel
11 or sole arbitrator may, or the Attorney General if
12 requested shall, invoke the aid of any circuit court
13 within the jurisdiction in which the hearing is being
14 held, which court shall issue an appropriate order. Any
15 failure to obey the order may be punished by the court as
16 contempt.

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

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

24 (8) If there is no agreement between the parties or if
25 there is an agreement but the parties have begun
26 negotiations or discussions looking to a new agreement or

1 amendment of the existing agreement and wage rates or
2 other conditions of employment under the proposed new or
3 amended agreement are in dispute, the arbitration panel or
4 sole arbitrator shall base its findings, opinions, and
5 order upon the following factors, as applicable:

6 (A) the lawful authority of the employer;

7 (B) the federal and State statutes or local
8 ordinances and resolutions applicable to the employer
9 or employees;

10 (C) prior collective bargaining agreements and the
11 bargaining history between the parties;

12 (D) stipulations of the parties;

13 (E) the interests and welfare of the public and
14 the students and families served by the employer;

15 (F) the employer's financial ability to fund the
16 proposals based on existing available resources,
17 provided that such ability is not predicated on an
18 assumption that lines of credit or reserve funds are
19 available or that the employer may or will receive or
20 develop new sources of revenue or increase existing
21 sources of revenue;

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

24 (H) the present and future general economic
25 conditions in the locality and State;

26 (I) a comparison of the wages, hours, and

1 conditions of employment of the employees involved in
2 the dispute with the wages, hours, and conditions of
3 employment of employees performing similar services in
4 public education in comparable communities;

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

8 (K) the overall compensation presently received by
9 the employees involved in the dispute and by all other
10 employees who are employed by the educational
11 employer, including direct wage compensation;
12 vacations, holidays, and other excused time; insurance
13 and pensions; medical and hospitalization benefits;
14 the continuity and stability of employment and all
15 other benefits received; and how each party's proposed
16 compensation structure supports the educational goals
17 of the district;

18 (L) changes in any of the circumstances listed in
19 items (A) through (K) of this paragraph (8) during the
20 arbitration proceedings;

21 (M) the effect that any term the parties are at
22 impasse on has or may have on the overall educational
23 environment, learning conditions, and working
24 conditions with the school district;

25 (N) the effect that any term the parties are at
26 impasse on has or may have in promoting the public

1 policy of this State; and

2 (0) such other factors, not confined to the
3 foregoing, that are normally or traditionally taken in
4 consideration in the determination of wages, hours,
5 and conditions of employment through voluntary
6 collective bargaining, mediation, fact-finding, or
7 arbitration or otherwise between the parties in the
8 public service or private employment.

9 (9) Arbitration procedures shall be deemed to be
10 initiated by the filing of a letter requesting mediation
11 as required under paragraph (1). The commencement of a new
12 fiscal year after the initiation of arbitration procedures
13 under this Act but before the arbitration decision or its
14 enforcement shall not be deemed to render a dispute moot
15 or to otherwise impair the jurisdiction or authority of
16 the arbitration panel or sole arbitrator or its decision.
17 Increases in rates of compensation awarded by the
18 arbitration panel or sole arbitrator may be effective only
19 at the start of the fiscal year next commencing after the
20 date of the arbitration award. If a new fiscal year has
21 commenced either since the initiation of arbitration
22 procedures under this Act or since any mutually agreed
23 extension of the statutorily required period of mediation
24 under this Act by the parties to the labor dispute causing
25 a delay in the initiation of arbitration, the foregoing
26 limitations shall be inapplicable, and such awarded

1 increases may be retroactive to the commencement of the
2 fiscal year, any other statute or charter provisions to
3 the contrary, notwithstanding. At any time the parties, by
4 stipulation, may amend or modify an award of arbitration.

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

1 date.

2 (11) During the pendency of proceedings before the
3 arbitration panel or sole arbitrator, existing wages,
4 hours, and other conditions of employment shall not be
5 changed by action of either party without the consent of
6 the other, but a party may so consent without prejudice to
7 his or her rights or position under this Act. The
8 proceedings are deemed to be pending before the
9 arbitration panel or sole arbitrator upon the initiation
10 of arbitration procedures under this Act. The educational
11 employees covered by this subsection (e) may not withhold
12 services, nor may educational employers lock out or
13 prevent such employees from performing services at any
14 time.

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

20 The governing body shall review each term decided by
21 the arbitration panel or sole arbitrator. If the governing
22 body fails to reject one or more terms of the arbitration
23 panel's or sole arbitrator's decision by a three-fifths
24 vote of those duly elected and qualified members of the
25 governing body at the next regularly scheduled meeting of
26 the governing body after issuance, such term or terms

1 shall become a part of the collective bargaining agreement
2 of the parties. If the governing body affirmatively
3 rejects one or more terms of the arbitration panel's or
4 sole arbitrator's decision, it must provide written
5 reasons for such rejection with respect to each term so
6 rejected, within 20 days after such rejection and the
7 parties shall return to the arbitration panel or sole
8 arbitrator for further proceedings and issuance of a
9 supplemental decision with respect to the rejected terms.
10 Any supplemental decision by an arbitration panel, sole
11 arbitrator, or other decision maker agreed to by the
12 parties shall be final and binding on the parties. The
13 voting requirements of this subsection (e) shall apply to
14 all disputes submitted to arbitration pursuant to this
15 Section, notwithstanding any contrary voting requirements
16 contained in any existing collective bargaining agreement
17 between the parties.

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

1 employer.

2 (14) Notwithstanding the other provisions of this
3 subsection (e), the educational employer and exclusive
4 representative may agree to submit unresolved disputes
5 concerning wages, hours, terms, and conditions of
6 employment to an alternative form of impasse resolution.

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

18 If an educational employer or exclusive bargaining
19 representative refuses to participate in mediation or
20 arbitration when required by this Section, the refusal shall
21 be deemed a refusal to bargain in good faith.

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

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

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