

TITLE 80: PUBLIC OFFICIALS AND EMPLOYEES
SUBTITLE C: LABOR RELATIONS
CHAPTER III: ILLINOIS EDUCATIONAL LABOR RELATIONS BOARD

PART 1130
COLLECTIVE BARGAINING AND IMPASSE RESOLUTION

Section

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AUTHORITY: Implementing Sections 10, 12 and 13, and authorized by Section 5(i), of the Illinois Educational Labor Relations Act [115 ILCS 5/10, 12, 13 and 5(i)].

SOURCE: Emergency adoption at 8 Ill. Reg. 8645, effective June 6, 1984, for a maximum of 150 days; adopted at 8 Ill. Reg. 22538, effective November 5, 1984; amended at 28 Ill. Reg. 7989, effective May 28, 2004; amended at 38 Ill. Reg. 8379, effective April 1, 2014; amended at 41 Ill. Reg. 10635, effective August 1, 2017; amended at 50 Ill. Reg. _____, effective _____.

Section 1130.55 Collective Bargaining and Impasse Resolution Rules for School Districts Organized under Article 34 of the School Code

- a) *If the parties fail to reach agreement after a reasonable period of mediation, the dispute shall be submitted to fact-finding in accordance with this Section. Either the educational employer or the exclusive representative may initiate fact-finding by submitting a written demand to the other party with a copy of the demand submitted simultaneously to the Board. [115 ILCS 5/12(a-10)(l)]*
- b) *Within 3 days following a party's demand for fact-finding, each party shall appoint one member of the fact-finding panel, unless the parties agree to proceed without a tri-partite panel. Following these appointments, if any, the parties shall select a qualified impartial individual to serve as the fact-finder and chairperson of the fact-finding panel, if applicable. An individual shall be considered*

qualified to serve as the fact-finder and chairperson of the fact-finding panel, if applicable, if he or she was not the same individual who was appointed as the mediator and if he or she satisfies the following requirements:

- 1) *membership in good standing with the National Academy of Arbitrators, Federal Mediation and Conciliation Service, or American Arbitration Association for a minimum of 10 years;*
 - 2) *membership on the mediation roster for the Illinois Labor Relations Board or the Illinois Educational Labor Relations Board;*
 - 3) *issuance of at least 5 interest arbitration awards arising under the Illinois Public Labor Relations Act [5 ILCS 315]; and*
 - 4) *participation in impasse resolution processes arising under private or public sector collective bargaining statutes in other states. [115 ILCS 5/12(a-10)(2)]*
- c) *If the parties are unable to agree on a fact-finder, the parties shall request a panel of fact-finders who satisfy the requirements in subsection (b) from either the Federal Mediation and Conciliation Service or the American Arbitration Association and shall select a fact-finder from such panel in accordance with the procedures established by the organization providing the panel. [115 ILCS 5/12(a-10)(2)]*
- d) *The fact-finder shall have the following duties and powers:*
- 1) *to require the parties to submit a statement of disputed issues and their positions regarding each issue, either jointly or separately;*
 - 2) *to identify disputed issues that are economic in nature;*
 - 3) *to meet with the parties either separately or in executive sessions;*
 - 4) *to conduct hearings and regulate the time, place, course, and manner of the hearings;*
 - 5) *to request the Board to issue subpoenas requiring the attendance and testimony of witnesses or the production of evidence;*
 - 6) *to administer oaths and affirmations;*
 - 7) *to examine witnesses and documents;*

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- 8) *to create a full and complete written record of the hearings;*
 - 9) *to attempt mediation or remand a disputed issue to the parties for further collective bargaining;*
 - 10) *to require the parties to submit final offers for each disputed issue either individually or as a package or as a combination of both; and*
 - 11) *to employ any other measures deemed appropriate to resolve the impasse. [115 ILCS 5/12(a-10)(3)]*
- e) *If the dispute is not settled within 75 days after the appointment of the fact-finding panel, the fact-finding panel shall issue a private report to the parties that contains advisory findings of fact and recommended terms of settlement for all disputed issues and that sets forth a rationale for each recommendation. The fact-finding panel, acting by a majority of its members, shall base its findings and recommendations on the following criteria, as applicable:*
- 1) *the lawful authority of the employer;*
 - 2) *the federal and State statutes or local ordinances and resolutions applicable to the employer;*
 - 3) *prior collective bargaining agreements and the bargaining history between the parties;*
 - 4) *stipulations of the parties;*
 - 5) *the interests and welfare of the public and the students and families served by the employer;*
 - 6) *the employer's financial ability to fund the proposals based on existing available resources, provided that such ability is not predicated on an assumption that lines of credit or reserve funds are available or that the employer may or will receive or develop new sources of revenue or increase existing sources of revenue;*
 - 7) *the impact of any economic adjustments on the employer's ability to pursue its educational mission;*
 - 8) *the present and future general economic conditions in the locality and State;*

- 9) *a comparison of the wages, hours and conditions of employment of the employees involved in the dispute with the wages, hours and conditions of employment of employees performing similar services in public education in the 10 largest U.S. cities, except that for educational employees who are forbidden to strike, this comparison shall be based on comparable communities;*
- 10) *the average consumer prices in urban areas for goods and services, which is commonly known as the cost of living;*
- 11) *the overall compensation presently received by the employees involved in the dispute, including:*
 - A) *direct wage compensation;*
 - B) *vacations, holidays, and other excused time;*
 - C) *insurance and pensions;*
 - D) *medical and hospitalization benefits;*
 - E) *the continuity and stability of employment and all other benefits received; ~~and~~*
 - F) *how each party's proposed compensation structure supports the educational goals of the district; and*
 - G) *for educational employees who are forbidden from striking, this analysis shall also include all other employees who are employed by the educational employer;*
- 12) *changes in any of the circumstances listed in subsection (e)(1) through (11) during the fact-finding proceedings;*
- 13) *the effect that any term the parties are at impasse on has or may have on the overall educational environment, learning conditions, and working conditions within the school district; and*
- 14) *the effect that any term the parties are at impasse on has or may have in promoting the public policy of this State. [115 ILCS 5/12(a-10)(4)]*

- 172 f) *The fact-finding panel's recommended terms of settlement shall be deemed agreed*
 173 *upon by the parties as the final resolution of the disputed issues and incorporated*
 174 *into the collective bargaining agreement executed by the parties, unless either*
 175 *party tenders to the other party and the chairperson of the fact-finding panel a*
 176 *notice of rejection of the recommended terms of settlement with a rationale for the*
 177 *rejection, within 15 days after the date of issuance of the fact-finding panel's*
 178 *report. With regard to educational employees who are forbidden from striking, if*
 179 *either party submits a notice of rejection, either party may utilize mandatory*
 180 *interest arbitration proceedings established in Section 12(a-10)(e) of the Act and*
 181 *subsection (i) of this Section of the Rules. For all other educational employees*
 182 *subject to Section 12(a-10) of the Act and this Section of the Rules, if*
 183 *party submits a notice of rejection, the chairperson of the fact-finding panel shall*
 184 *promptly release the fact-finding panel's report and the notice of rejection for*
 185 *public information by delivering a copy to all newspapers of general circulation*
 186 *in the community with simultaneous written notice to the parties. [115 ILCS*
 187 *5/12(a-10)(5)]*
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 189 g) *Educational employees in a school district organized under Article 34 of the*
 190 *School Code other than educational supervisors as provided under section 13(c)*
 191 *of the Act shall not engage in a strike until at least 30 days have elapsed after a*
 192 *fact-finding report has been released for public information. [115 ILCS 5/13(b)]*
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 194 h) *Educational employees in a school district organized under Article 34 of the*
 195 *School Code other than educational supervisors as provided under Section 13(c)*
 196 *of the Act shall not engage in a strike unless at least three-fourths of all*
 197 *bargaining unit employees who are members of the exclusive bargaining*
 198 *representative have affirmatively voted to authorize the strike; provided, however,*
 199 *that all members of the exclusive bargaining representative at the time of a strike*
 200 *authorization vote shall be eligible to vote. [115 ILCS 5/13(b)]*
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 202 i) *This subsection only applies to collective bargaining between a public school*
 203 *district organized under Article 34 of the School Code and an exclusive*
 204 *representative of educational employees who are forbidden from striking under*
 205 *this Act after the parties reach impasse when bargaining an initial and any*
 206 *successor collective bargaining agreements. Educational employees who are*
 207 *forbidden from striking have the right to submit negotiation disputes regarding*
 208 *wages, hours, and conditions of employment that are mandatory subjects of*
 209 *bargaining for resolution through the following mandatory arbitration*
 210 *procedures:*
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 212 1) *For collective bargaining agreements between an educational employer*
 213 *and exclusive representative, mediation shall commence 30 days prior to*
 214 *the expiration of a collective bargaining agreement; or upon 15 days;*

notice from either party; or at such later time as the mediation services chosen can be provided to the parties. In mediation under Section 12 of the Act and this Section of the Rules, if either party requests the use of mediation from the Federal Mediation and Conciliation Service, the other party shall either join in such request or bear the additional cost of mediation services from another source. If mediation services are unavailable from Federal Mediation and Conciliation Service, or if not available, from the Illinois Department of Labor, the cost of mediation services from another source shall be shared equally between the educational employer and the exclusive bargaining agent. The mediator shall have a duty to keep the Board informed on the progress of the mediation. If any dispute has not been resolved within 15 days after the first meeting of the parties and the mediator, or within such other time limit as may be mutually agreed upon by the parties, either the exclusive representative or employer may request of the other, in writing, arbitration, and shall submit a copy of the request to the Board's General Counsel.

A) If the parties desire Board assistance in engaging a mediator, they shall file a Request for Mediation in writing to the Board's Chicago office, 160 N. LaSalle Street, Suite N-400, Chicago Illinois 60601 or via email to the Board's electronic mailbox (ELRB.mail@Illinois.gov) and to the Board's General Counsel. The request shall be signed by the requesting party or by both parties, if joint. The Board shall provide the parties with a panel of at least 3 mediators listed on the Illinois Educational Labor Mediation Roster. The parties shall have 7 days from receipt of the list to choose one of the persons on the panel or any other person they choose to serve as mediator. If, at the end of this 7-day period, the parties have not notified the Board of their selection, the Board shall appoint a mediator.

B) The mediator may hold joint and separate conferences with the parties. The conferences shall be private unless the mediator and the parties agree otherwise.

C) Information disclosed by a party to a mediator in the performance of mediation functions shall not be disclosed voluntarily or by compulsion. All files, records, reports, documents, or other papers prepared by a mediator shall be confidential. The mediator shall not produce any confidential records of, or testify in regard to, any mediation conducted by the mediator on behalf of any party to any cause pending in any type of proceeding.

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- 259 2) Within 10 days after such a request for arbitration has been made, the
- 260 educational employer shall choose a delegate and the employees'
- 261 exclusive representative shall choose a delegate to a panel of arbitration
- 262 as provided in Section 12 of the Act and this Section of the Rules. The
- 263 employer and employees shall forthwith advise the other and the Board's
- 264 General Counsel of their selections and provide the name, address,
- 265 telephone number, and email address of its delegate to the Board's General
- 266 Counsel. The parties may agree, in writing, to waive the tripartite panel
- 267 and use a sole arbitrator to resolve this issue.
- 268
- 269 3) Within 7 days after the request of either party, the parties shall request a
- 270 panel of impartial arbitrators from which they shall select the neutral
- 271 chairperson, or sole arbitrator, according to the procedures provided in
- 272 Section 12 of the Act and this Section of the Rules. If the parties have
- 273 agreed to a contract that contains a grievance resolution procedure, the
- 274 chairperson or sole arbitrator shall be selected using their agreed
- 275 contract procedure unless they mutually agree to another procedure. If
- 276 the parties fail to notify the Board of their selection of a neutral
- 277 chairperson within 7 days after receipt of the list of impartial arbitrators,
- 278 the Board shall appoint, at random, a neutral chairperson from the list. In
- 279 the absence of an agreed contract procedure for selecting an impartial
- 280 arbitrator, the parties shall submit a request to the Federal Mediation and
- 281 Conciliation Service, the American Arbitration Association, the Illinois
- 282 Department of Labor, or the Board to draw from the Illinois Educational
- 283 Labor Mediation Roster for a panel of 7 arbitrators who are members in
- 284 good standing with the National Academy of Arbitrators, and have issued
- 285 at least 5 interest arbitration awards arising under the Act or the Illinois
- 286 Public Labor Relations Act. The parties shall conduct a coin toss to
- 287 determine who strikes first, and the parties shall alternately strike
- 288 arbitrators from the list until one remains. The parties shall promptly
- 289 notify the Board's General Counsel of their selection.

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291 The parties may select a second panel of arbitrators only upon the

292 agreement of the parties. In the event that a party objects to one or more

293 members of the panel, the party shall notify the Board's General Counsel

294 within five days of receipt of the list of arbitrators. If the Board's General

295 Counsel determines that it is appropriate to include the arbitrator on the

296 list, the parties shall continue with the selection process as provided

297 above. If the Board's General Counsel believes that it is inappropriate to

298 include the arbitrator on the list due to extenuating circumstances, such as

299 a conflict of interest or incapacity, the Board will send the parties the

300 name of an arbitrator to replace the objectionable name. The parties will

follow the procedures set forth above after receipt of the new list. The fact that an arbitrator had previously represented unions or management in labor relations matters is not sufficient evidence of conflict of interest under this Section of the Rules. The decision not to remove an arbitrator from the list is not appealable; the objecting party may seek relief through striking the name of the arbitrator as provided above.

4) The chairperson or sole arbitrator shall call a hearing to begin within 15 days and give reasonable notice of the time and place of the hearing. The parties may agree in writing to extend the time for commencement of the hearing for a period of time not to exceed 90 days. The hearing shall be held at the offices of the Board. The parties shall provide the Board with at least 10 days advance notice if requesting the use of the Board's offices. The chairperson or sole arbitrator shall preside over the hearing and shall take testimony. Any oral or documentary evidence and other data deemed relevant by the arbitration panel may be received in evidence. The proceedings shall be informal. Technical rules of evidence shall not apply and the competency of the evidence shall not thereby be deemed impaired. A verbatim record of the proceedings shall be made and the arbitrator shall arrange for the necessary recording service. Transcripts may be ordered at the expense of the party ordering them, but the transcripts shall not be necessary for a decision by the arbitration panel or sole arbitrator. The expense of the proceedings, including a fee for the chairperson or sole arbitrator, shall be borne equally by each of the parties to the dispute. The delegates, if public officers or employees or educational employees, shall continue on the payroll of the public employer or educational employer without loss of pay. The hearing conducted by the arbitration panel or sole arbitrator may be adjourned from time to time, but unless otherwise agreed by the parties, shall be concluded within 30 days of the time of its commencement. Majority actions and rulings shall constitute the actions and rulings of the arbitration panel. Arbitration proceedings under Section 12 of the Act and this Section of the Rules shall not be interrupted or terminated by reason of any unfair labor practice charge filed by either party at any time.

If the neutral chairperson is unable or unwilling to commence the hearing within 15 days following his or her appointment, or within the additional time period to which the parties agreed to extend the time for commencement of the hearing, or if the neutral chairperson is otherwise unable or unwilling to serve, the parties shall notify the Board within 5 days. The Board shall provide the parties with a second list of 7 arbitrators from the Illinois Educational Labor Mediation Roster. The parties shall

select an individual from the list or any other individual to serve as a neutral chairperson within 7 days after the Board provides the list. If the parties fail to notify the Board of their selections, the Board shall appoint a neutral chairperson. Except in exceptional circumstances, the Board shall not supply the parties with more than 2 lists of arbitrators.

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

6) At any time before the rendering of an award, the chairperson of the arbitration panel or sole arbitrator, if the chairperson of the arbitration panel or sole arbitrator is of the opinion that it would be useful or beneficial to do so, may remand the dispute to the parties for further collective bargaining for a period not to exceed 2 weeks. If the dispute is remanded for further collective bargaining, the time provisions of the Act and these Rules shall be extended for a time period equal to that of the remand. The chairperson of the arbitration panel or sole arbitrator shall notify the Board's General Counsel of the remand.

7) At or before the conclusion of the hearing held pursuant to Section 12(a-10)(e)(4) of the Act and subsection (4), the arbitration panel or sole arbitrator shall identify the economic issues in dispute, and direct each of the parties to submit, within such time limit as the panel shall prescribe, to the arbitration panel or sole arbitrator and to each other its last offer of settlement on each economic issue. The determination of the arbitration panel or sole arbitrator as to the issues in dispute and as to which of these issues are economic shall be conclusive. The arbitration panel or sole arbitrator, within 30 days after the conclusion of the hearing, or such further additional periods to which the parties may agree, shall make written findings of fact and adopt a written opinion and shall mail or otherwise deliver a true copy thereof to the parties and their representatives and to the Board's General Counsel. As to each economic issue, the arbitration panel or sole arbitrator shall adopt the last offer of settlement which, in the opinion of the arbitration panel or sole arbitrator,

more nearly complies with the applicable factors prescribed in subsection (8) below. The findings, opinions, and order as to all other issues shall be based upon the applicable factors prescribed in subsection (8) below.

8) The arbitration decision shall be limited to mandatory subjects of bargaining. If there is no agreement between the parties, or if there is an agreement but the parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions, and order upon the following factors, as applicable:

- A) the lawful authority of the employer;
- B) the federal and State statutes or local ordinances and resolutions applicable to the employer;
- C) prior collective bargaining agreements and the bargaining history between the parties;
- D) stipulations of the parties;
- E) the interests and welfare of the public and the students and families served by the employer;
- F) the employer's financial ability to fund the proposals based on existing available resources, provided that such ability is not predicated on an assumption that lines of credit or reserve funds are available or that the employer may or will receive or develop new sources of revenue or increase existing sources of revenue;
- G) the impact of any economic adjustments on the employer's ability to pursue its educational mission;
- H) the present and future general economic conditions in the locality and State;
- I) a comparison of the wages, hours, and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours, and conditions of employment of other employees performing similar services in public education in the 10 largest cities in the United States;

- 430 J) the average consumer prices in urban areas for goods and
 431 services, which is commonly known as the cost of living;
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 433 K) the overall compensation presently received by the employees
 434 involved in the dispute and by all other employees who are
 435 employed by the educational employer, including direct wage
 436 compensation; vacations, holidays, and other excused time,
 437 insurance and pensions, medical and hospitalization benefits, the
 438 continuity and stability of employment and all other benefits
 439 received, and how each party's proposed compensation structure
 440 supports the educational goals of the district;
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 442 L) changes in any of the circumstances listed in Section 12(e)(8)(A)
 443 through (K) and subsections (A) through (K) of this subsection
 444 during the arbitration proceedings;
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 446 M) the effect that any term the parties are at impasse on has or may
 447 have on the overall educational environment, learning conditions,
 448 and working conditions with the school district; and
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 450 N) the effect that any term the parties are at impasse on has or may
 451 have in promoting the public policy of this State.
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453 No terms in the arbitration award or order may conflict with any terms
 454 and conditions set forth in a collective bargaining agreement between the
 455 educational employer and another collective bargaining representative.
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- 457 9) Arbitration procedures shall be deemed to be initiated by the filing of a
 458 letter requesting mediation as required under paragraph (1). The
 459 commencement of a new fiscal year after the initiation of arbitration
 460 procedures under the Act and these Rules, but before the arbitration
 461 decision, or its enforcement, shall not be deemed to render a dispute moot,
 462 or to otherwise impair the jurisdiction or authority of the arbitration panel
 463 or sole arbitrator or its decision. Increases in rates of compensation
 464 awarded by the arbitration panel or sole arbitrator may be effective only
 465 at the start of the fiscal year next commencing after the date of the
 466 arbitration award. If a new fiscal year has commenced either since the
 467 initiation of arbitration procedures under the Act and these Rules or since
 468 any mutually agreed extension of the statutorily required period of
 469 mediation under the Act and these Rules by the parties to the labor dispute
 470 causing a delay in the initiation of arbitration, the foregoing limitations
 471 shall be inapplicable, and such awarded increases may be retroactive to
 472 the commencement of the fiscal year, any other statute or charter

provisions to the contrary, notwithstanding. At any time the parties, by stipulation, may amend or modify an award of arbitration.

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

11) During the pendency of proceedings before the arbitration panel or sole arbitrator, existing wages, hours, and other conditions of employment shall not be changed by action of either party without the consent of the other but a party may so consent without prejudice to the party's rights or position under the Act and these Rules. The proceedings are deemed to be pending before the arbitration panel or sole arbitrator upon the initiation of arbitration procedures under the Act and these Rules.

12) The educational employees covered by Section 12(a-10) of the Act and this Section of the Rules may not withhold services, nor may educational employers lock out or prevent such employees from performing services at any time.

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

The governing body shall review each term decided by the arbitration panel or sole arbitrator. If the governing body fails to reject one or more terms of the arbitration panel's or sole arbitrator's decision by a 3/5 vote of those duly elected and qualified members of the governing body, at the

next regularly scheduled meeting of the governing body after issuance, such term or terms shall become a part of the collective bargaining agreement of the parties. If the governing body affirmatively rejects one or more terms of the arbitration panel's or sole arbitrator's decision, it must provide reasons for such rejection with respect to each term so rejected, within 20 days of such rejection and the parties shall return to the arbitration panel or sole arbitrator for further proceedings and issuance of a supplemental decision with respect to the rejected terms. The parties may mutually agree to select a different neutral chairperson for the supplemental hearing, provided that the parties notify the Board and the original neutral chairperson within 7 days after service of the reasons for rejection of the award. Any supplemental decision by an arbitration panel, sole arbitrator, or other decision maker agreed to by the parties shall be submitted to the governing body for ratification and adoption in accordance with the procedures and voting requirements set forth in this Section. The voting requirements of this subsection shall apply to all disputes submitted to arbitration pursuant to this Section of the Rules notwithstanding any contrary voting requirements contained in any existing collective bargaining agreement between the parties.

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

15) Notwithstanding the provisions of this Section of the Rules, the educational employer and exclusive representative may agree to submit unresolved disputes concerning wages, hours, terms, and conditions of employment to an alternative form of impasse resolution.

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

17) If an educational employer or exclusive bargaining representative refuses to participate in mediation or arbitration when required by this Section of the Rules, the refusal shall be deemed a refusal to bargain in good faith in violation of Section 14(a)(5) of the Act.

18) Nothing in the Act nor these Rules prevents an employer and an exclusive bargaining representative who are not subject to mandatory arbitration under Section 12 of the Act and this subsection of the Rules from mutually submitting to final and binding impartial arbitration unresolved issues concerning the terms of a new collective bargaining agreement. [115 ILCS 5/12(e)]

j) During collective bargaining between a public school district organized under Article 34 of the School Code and an exclusive representative of educational employees who are forbidden from striking under the Act, the parties may petition the Board's General Counsel for a declaratory ruling, pursuant to Section 5-150 of the Illinois Administrative Procedure Act [5 ILCS 100/5-150], as follows:

1) After the commencement of negotiations and before reaching agreement, the exclusive representative and the employer have a good faith disagreement over whether the Act requires bargaining over a particular subject or particular subjects, they may jointly petition for a declaratory ruling concerning the status of the law. If a request for interest arbitration has been served in accordance with 12(e) of the Act and subsection (i) of this Section of the Rules and either the exclusive representative or the employer has requested the other party to join it in filing a declaratory ruling petition and the other party has refused the request, the requesting party may file the petition on its own, provided that the petition is filed no later than the first day of the arbitration hearing.

2) A joint petition must be signed by both parties. A petition filed by only one party must contain a statement that the other party has refused a request to join in the petition, and must contain a copy of the request for arbitration. All petitions must contain the name, address, email address, telephone number and person to contact for each party, the date negotiations began, a statement of the legal issue on which a declaratory ruling is sought, and a copy of the most recently negotiated contract, if any.

3) Declaratory rulings shall not be issued concerning factual issues that are in dispute. In the case of a unilateral petition for declaratory ruling in which the General Counsel has determined that material issues of fact are in dispute, the General Counsel may either dismiss the petition without

prejudice to the requesting party's right to file an unfair labor practice charge, or, where the General Counsel determines that a fact-finding of the disputed factual issues will facilitate a determination of the issues that are the subject of the petition, the issuance of the declaratory ruling may be deferred and the disputed issues of fact referred to the Arbitration Panel for determination.

4) Each party shall file a brief no later than 10 days after the filing of a joint petition, or no later than 10 days after the service of a petition filed by only one party, unless an extension has been granted by the General Counsel.

5) The General Counsel shall issue a declaratory ruling no later than 90 days after receipt of the parties' briefs. Declaratory rulings shall not be appealable.

6) The parties shall continue to have a duty to bargain in good faith during the pendency of a declaratory ruling petition. The pendency of a declaratory ruling petition shall not stay mediation or arbitration proceedings required under the Section 12(e) of the Act and this Section of the Rules.

(Source: Amended at 50 Ill. Reg. _____, effective _____)