**Section 1230.90 Conduct of the Interest Arbitration Hearing**

a) The neutral chairman of the arbitration panel shall provide the parties with reasonable notice of a hearing to commence within 15 days following the Chairman's appointment. 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 conclude within 30 days following its commencement, unless the parties agree to extend this period.

b) The arbitration panel shall be responsible for choosing the location of the hearing and securing the premises. The Board hereby deems it appropriate for hearings to take place at the location selected by the panel. Requests to use the hearing rooms at the Board's offices must be made to the Board at least 10 days in advance, and will only be granted if space is available.

c) The neutral chairman *shall preside over the hearing and shall take testimony.* (Section 14(d) of the Act) The neutral chairman shall control the hearing to ensure that it is concluded expeditiously within 30 days after its commencement or within such longer period to which the parties may agree.

d) The neutral chairman shall have the authority to issue subpoenas in accordance with this Section. Subpoenas shall be secured by the neutral chairman from the Board's office. *If any person refuses to obey a subpoena, or refuses to be sworn or to testify, or if any witness, party or representative is guilty of contempt while in attendance at the hearing,* the neutral chairman may advise the Board's General Counsel. The General Counsel shall request the assistance of the Attorney General to *invoke the aid of the circuit court within the jurisdiction in which the hearing is being held.*  (Section 14(e) of the Act)

e) The arbitration proceeding shall be informal. *Technical rules of evidence shall not apply and the competence of evidence shall not thereby be deemed impaired.* (Section 14(d) of the Act)

f) *The arbitration panel may administer oaths, require the attendance of witnesses and the production of books, papers, contracts, agreements, and documents as may be deemed by it to be material to a just determination of the issues in dispute*. (Section 14(e) of the Act)

g) The hearing proceedings shall be transcribed. The arbitration panel shall arrange for the recording and transcription of the proceedings. The costs of recording and transcribing the hearing shall be shared equally by the parties. Any party that desires a copy of the transcript shall be responsible for the cost of its copy.

h) The neutral chairman, *if he* or she *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*. (Section 14(f) of the Act) The chairman shall notify the Board in writing of any such remand. If the dispute is remanded to the parties, the running of the time period for conclusion of the hearing shall be stayed.

i) *Majority actions and rulings shall constitute the actions and rulings of the arbitration panel.* (Section 14(d) of the Act)

j) *Arbitration proceedings shall not be interrupted or terminated by reason of any unfair labor practice charges* *involving either party.* (Section 14(d) of the Act)

k) Whenever one party has objected in good faith to the presence of an issue before the arbitration panel on the ground that the issue does not involve a subject over which the parties are required to bargain, the arbitration panel's award shall not consider that issue. However, except as provided in subsections (1) and (m), the arbitration panel may consider and render an award on any issue that has been declared by the Board, or by the General Counsel pursuant to 80 Ill. Adm. Code 1200.143(b), to be a subject over which the parties are required to bargain.

l) Arbitration – Peace Officers

1) In arbitration proceedings involving peace officers, *the arbitration panel's decision shall be limited to wages, hours and conditions of employment (which may include residency requirements in municipalities with a population under 1,000,000, but those residency requirements shall not allow residency outside of Illinois)* *and shall not include the following:*

A) *residency requirements in municipalities with a population of at least 1,000,000;*

B) *the type of equipment, other than uniforms, issued or used;*

C) *manning;*

D) *the total number employees employed by the department;*

E) *mutual aid and assistance agreements to other units of government; and*

F) *the criterion pursuant to which force including deadly force, can be used.*

2) *However, nothing in Section 14(i) of the Act* or in this subsection (l) *shall preclude an arbitration decision regarding equipment or manning considerations in a specific work assignment involve a serious risk to the safety of a peace officer beyond that which is inherent in the normal performance of police duties.* (Section 14(i) of the Act)

m) Arbitration – Firefighters/Paramedics

1) In arbitration proceedings involving firefighters or paramedics employed by fire departments or fire protection districts, the arbitration *panel's decision shall be limited to wages, hours and conditions of employment (which may include residency requirements in municipalities with a population under 1,000,000, but those residency requirements shall not allow residency outside of Illinois)* *and shall not include the following matters:*

A) *residency requirements in municipalities with a population of at least 1,000,000;*

B) *the type of equipment (other than uniforms and fire fighter turnout gear) issued or used;*

C) *the total number of employees employed by the department;*

D) *mutual aid and assistance agreements to other units of government; and*

E) *the criterion pursuant to which force, including deadly force, can be used;*

2) *However, nothing in Section 14(i) of the Act* or this subsection (m) *shall preclude an arbitration decision regarding equipment levels if that decision is based on a finding that the equipment considerations in a specific work assignment involve a serious risk to the safety of a fire fighter beyond that which is inherent in the normal performance of fire fighter duties.* (Section 14(i) of the Act)

3) The limitations of this subsection (m) shall not apply to any provision of a firefighter collective bargaining agreement in effect and applicable as of January 1, 1986.

n) If issues of peace officer manning, or peace officer, firefighter or paramedic equipment, are raised, unless otherwise agreed to by the parties, the panel shall receive evidence concerning the existence of a serious safety risk beyond that which is inherent in the normal performance of the employee's duties and evidence concerning the merits of the issue in the same proceeding.

o) The arbitration panel:

1) shall:

A) determine which issues are in dispute and which of those issues are economic issues;

B) serve a copy of that determination on the parties; and

C) require the parties to submit their final offers of settlement on each economic issue in dispute.

2) need not determine whether, with regard to protective service employees, equipment or manning issues involve serious safety risks beyond that which is inherent in the normal performance of the employees' duties at this stage of the proceeding.

3) may allow the parties reasonable additional time, as determined by the number and the complexity of the issues, for presenting written or oral arguments in support of their positions. The hearing shall be considered concluded when final offers are submitted or when written or oral arguments are presented, whichever is later.

4) when the Board has issued an order or the General Counsel has issued a declaratory ruling, or an issue concerning the mandatory or non-mandatory nature of a matter is in dispute between the parties, allow parties to amend those aspects of their final offers affected by the Board Order or General Counsel's declaratory ruling.

p) The following costs shall be shared equally by the parties:

1) the neutral chairman's fee;

2) costs of recording and transcribing the hearing;

3) the rent, if any, for the hearing room; and

4) all other costs of the proceeding, except for supplemental proceedings necessitated by an employer's rejection of an arbitration award.

(Source: Amended at 45 Ill. Reg. 1887, effective February 1, 2021)