

November 22, 2024

Via Email (aheenan@ift-aft.org)

Adam Heenan
Field Service Director
Illinois Federation of Teachers
733 SW Washington
Peoria, IL 61602

Re: Request for Mediation

Dear Mr. Heenan,

Illinois State University does not agree to engage in mediation at this time and the Union's attempt to rely on Section 12(c) of the Illinois Educational Labor Relations Act (the "Act")(115 ILCS 5/1 et. seq.) to "compel" the University to engage in such mediation under threat of financial penalty (bearing the cost of a private mediator) is misplaced.

Under Section 12 of the Act, entitled "Impasse Procedures," and its corresponding Rules, Section 1130.30 Mediation, mediation is only appropriate under three conditions: 1) upon the request of one party if collective bargaining has reached impasse; 2) if invoked by the Illinois Educational Labor Relations Board (the "Board"); or 3) if the parties mutually agree to engage the services of an arbitrator. Section 12(c), the Section of the Act upon which the Union seeks to rely, only applies to mediation under those three conditions. Meaning, for example, if the Board invoked mediation and one party refused the request of the other to use the services of the Federal Mediation and Conciliation Service ("FMCS"), then the party refusing the request would bear the additional cost of mediation from another service. Section 12(c) does not create a separate, fourth avenue for mediation. Indeed, under the Union's application of Section 12(c), one party could "compel" the other to go to mediation on the first day of bargaining. Such an application is not the intent of the impasse procedures in the Act nor is such an application conducive to good faith bargaining.

With respect to the three conditions under which mediation is appropriate, none of them currently exist in the negotiations between the University and the Union. First, the parties are not at impasse. Both parties concluded the last bargaining session working on additional counters to the other's proposals. Second, the Board has not invoked mediation. Third, because the University objects to mediation at this time, the parties have not mutually agreed to go to mediation.

The University does not agree to move forward with mediation at this time because it believes doing so is premature. The University believes that mediation works best when there are few issues that remain open and the parties' positions on those issues have been well developed. Although the parties have made significant progress in resolving most non-economic issues, several still remain open. Moreover, the parties have not had significant discussion regarding the

Adam Heenan
November 22, 2024
Page 2

Union's very extensive economic proposals. To engage the services of a mediator at this juncture, in the University's opinion, would likely slow down the parties' progress toward a final agreement.

Should the Union move forward with its misapplication of Section 12(c) and attempt to secure a private mediator and stick the University with the bill; the University will not participate in the inappropriate mediation, nor will it pay any costs incurred as a result of the Union's actions.

To be clear, the University is fully committed to continue bargaining in good faith to reach agreement with the Union and will be prepared to bargain on all scheduled bargaining dates. Further, although the University does not believe that mediation is appropriate at this time, in the event mediation becomes appropriate under the conditions set forth in the Act and the Board's Rules described above, the University will join the Union in a request to seek the mediation services of an independent mediator from the Federal Mediation and Conciliation Service—a mediator secured through the regular FMCS processes. In this case, that process requires the parties to submit their joint request to FMCS' office in Minneapolis, MN and having that office assign a mediator. The University will not agree to a mediator that the Union unilaterally selected from the FMCS' St. Louis, MO office as the Union has asked the University to do.

I look forward to seeing you at the bargaining table on Monday.

Regards,



Mark W. Bennett

cc (via email): Ashley Farmer
Tice Sirmans
John Miller
Michael Kruger
Russ Morgan
Craig Gatto