



100TH GENERAL ASSEMBLY

State of Illinois

2017 and 2018

HB0797

by Rep. Joe Sosnowski

SYNOPSIS AS INTRODUCED:

See Index

Amends the Illinois Public Labor Relations Act. Provides that if a unit of local government, as an employer, and public employees provide for arbitration of impasses, the employer's financial ability to fund the proposals based on existing available resources shall be given primary consideration, 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. Provides that in interest arbitration for security employee, peace officer, and fire fighter disputes, the arbitration panel shall take the employer's financial ability to fund the proposals based on existing available resources as the primary consideration, 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 (currently the interests and welfare of the public and the financial ability of the unit of government to meet those goals). Amends the Illinois Educational Labor Relations Act. With respect to collective bargaining between an educational employer (other than the Chicago school district) and an exclusive representative of its employees, provides that when making wage and benefit determinations during interest arbitration, the employer's financial ability to fund the proposals based on existing available resources shall be given primary consideration, 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.

LRB100 07335 RJF 17398 b

FISCAL NOTE ACT
MAY APPLY

A BILL FOR

1 AN ACT concerning government.

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

4 Section 5. The Illinois Public Labor Relations Act is
5 amended by changing Sections 7 and 14 as follows:

6 (5 ILCS 315/7) (from Ch. 48, par. 1607)

7 Sec. 7. Duty to bargain. A public employer and the
8 exclusive representative have the authority and the duty to
9 bargain collectively set forth in this Section.

10 For the purposes of this Act, "to bargain collectively"
11 means the performance of the mutual obligation of the public
12 employer or his designated representative and the
13 representative of the public employees to meet at reasonable
14 times, including meetings in advance of the budget-making
15 process, and to negotiate in good faith with respect to wages,
16 hours, and other conditions of employment, not excluded by
17 Section 4 of this Act, or the negotiation of an agreement, or
18 any question arising thereunder and the execution of a written
19 contract incorporating any agreement reached if requested by
20 either party, but such obligation does not compel either party
21 to agree to a proposal or require the making of a concession.

22 The duty "to bargain collectively" shall also include an
23 obligation to negotiate over any matter with respect to wages,

1 hours and other conditions of employment, not specifically
2 provided for in any other law or not specifically in violation
3 of the provisions of any law. If any other law pertains, in
4 part, to a matter affecting the wages, hours and other
5 conditions of employment, such other law shall not be construed
6 as limiting the duty "to bargain collectively" and to enter
7 into collective bargaining agreements containing clauses which
8 either supplement, implement, or relate to the effect of such
9 provisions in other laws.

10 The duty "to bargain collectively" shall also include
11 negotiations as to the terms of a collective bargaining
12 agreement. The parties may, by mutual agreement, provide for
13 arbitration of impasses resulting from their inability to agree
14 upon wages, hours and terms and conditions of employment to be
15 included in a collective bargaining agreement. Such
16 arbitration provisions shall be subject to the Illinois
17 "Uniform Arbitration Act" unless agreed by the parties. If a
18 unit of local government, as an employer, and public employees
19 provide for arbitration of impasses, the employer's financial
20 ability to fund the proposals based on existing available
21 resources shall be given primary consideration, provided that
22 such ability is not predicated on an assumption that lines of
23 credit or reserve funds are available or that the employer may
24 or will receive or develop new sources of revenue or increase
25 existing sources of revenue.

26 The duty "to bargain collectively" shall also mean that no

1 party to a collective bargaining contract shall terminate or
2 modify such contract, unless the party desiring such
3 termination or modification:

4 (1) serves a written notice upon the other party to the
5 contract of the proposed termination or modification 60
6 days prior to the expiration date thereof, or in the event
7 such contract contains no expiration date, 60 days prior to
8 the time it is proposed to make such termination or
9 modification;

10 (2) offers to meet and confer with the other party for
11 the purpose of negotiating a new contract or a contract
12 containing the proposed modifications;

13 (3) notifies the Board within 30 days after such notice
14 of the existence of a dispute, provided no agreement has
15 been reached by that time; and

16 (4) continues in full force and effect, without
17 resorting to strike or lockout, all the terms and
18 conditions of the existing contract for a period of 60 days
19 after such notice is given to the other party or until the
20 expiration date of such contract, whichever occurs later.

21 The duties imposed upon employers, employees and labor
22 organizations by paragraphs (2), (3) and (4) shall become
23 inapplicable upon an intervening certification of the Board,
24 under which the labor organization, which is a party to the
25 contract, has been superseded as or ceased to be the exclusive
26 representative of the employees pursuant to the provisions of

1 subsection (a) of Section 9, and the duties so imposed shall
2 not be construed as requiring either party to discuss or agree
3 to any modification of the terms and conditions contained in a
4 contract for a fixed period, if such modification is to become
5 effective before such terms and conditions can be reopened
6 under the provisions of the contract.

7 Collective bargaining for home care and home health workers
8 who function as personal assistants and individual maintenance
9 home health workers under the Home Services Program shall be
10 limited to the terms and conditions of employment under the
11 State's control, as defined in Public Act 93-204 or this
12 amendatory Act of the 97th General Assembly, as applicable.

13 Collective bargaining for child and day care home providers
14 under the child care assistance program shall be limited to the
15 terms and conditions of employment under the State's control,
16 as defined in this amendatory Act of the 94th General Assembly.

17 Notwithstanding any other provision of this Section,
18 whenever collective bargaining is for the purpose of
19 establishing an initial agreement following original
20 certification of units with fewer than 35 employees, with
21 respect to public employees other than peace officers, fire
22 fighters, and security employees, the following apply:

23 (1) Not later than 10 days after receiving a written
24 request for collective bargaining from a labor
25 organization that has been newly certified as a
26 representative as defined in Section 6(c), or within such

1 further period as the parties agree upon, the parties shall
2 meet and commence to bargain collectively and shall make
3 every reasonable effort to conclude and sign a collective
4 bargaining agreement.

5 (2) If anytime after the expiration of the 90-day
6 period beginning on the date on which bargaining is
7 commenced the parties have failed to reach an agreement,
8 either party may notify the Illinois Public Labor Relations
9 Board of the existence of a dispute and request mediation
10 in accordance with the provisions of Section 14 of this
11 Act.

12 (3) If after the expiration of the 30-day period
13 beginning on the date on which mediation commenced, or such
14 additional period as the parties may agree upon, the
15 mediator is not able to bring the parties to agreement by
16 conciliation, either the exclusive representative of the
17 employees or the employer may request of the other, in
18 writing, arbitration and shall submit a copy of the request
19 to the board. Upon submission of the request for
20 arbitration, the parties shall be required to participate
21 in the impasse arbitration procedures set forth in Section
22 14 of this Act, except the right to strike shall not be
23 considered waived pursuant to Section 17 of this Act, until
24 the actual convening of the arbitration hearing.

25 (Source: P.A. 97-1158, eff. 1-29-13; 98-1004, eff. 8-18-14.)

1 (5 ILCS 315/14) (from Ch. 48, par. 1614)

2 Sec. 14. Security employee, peace officer and fire fighter
3 disputes.

4 (a) In the case of collective bargaining agreements
5 involving units of security employees of a public employer,
6 Peace Officer Units, or units of fire fighters or paramedics,
7 and in the case of disputes under Section 18, unless the
8 parties mutually agree to some other time limit, mediation
9 shall commence 30 days prior to the expiration date of such
10 agreement or at such later time as the mediation services
11 chosen under subsection (b) of Section 12 can be provided to
12 the parties. In the case of negotiations for an initial
13 collective bargaining agreement, mediation shall commence upon
14 15 days notice from either party or at such later time as the
15 mediation services chosen pursuant to subsection (b) of Section
16 12 can be provided to the parties. In mediation under this
17 Section, if either party requests the use of mediation services
18 from the Federal Mediation and Conciliation Service, the other
19 party shall either join in such request or bear the additional
20 cost of mediation services from another source. The mediator
21 shall have a duty to keep the Board informed on the progress of
22 the mediation. If any dispute has not been resolved within 15
23 days after the first meeting of the parties and the mediator,
24 or within such other time limit as may be mutually agreed upon
25 by the parties, either the exclusive representative or employer
26 may request of the other, in writing, arbitration, and shall

1 submit a copy of the request to the Board.

2 (b) Within 10 days after such a request for arbitration has
3 been made, the employer shall choose a delegate and the
4 employees' exclusive representative shall choose a delegate to
5 a panel of arbitration as provided in this Section. The
6 employer and employees shall forthwith advise the other and the
7 Board of their selections.

8 (c) Within 7 days after the request of either party, the
9 parties shall request a panel of impartial arbitrators from
10 which they shall select the neutral chairman according to the
11 procedures provided in this Section. If the parties have agreed
12 to a contract that contains a grievance resolution procedure as
13 provided in Section 8, the chairman shall be selected using
14 their agreed contract procedure unless they mutually agree to
15 another procedure. If the parties fail to notify the Board of
16 their selection of neutral chairman within 7 days after receipt
17 of the list of impartial arbitrators, the Board shall appoint,
18 at random, a neutral chairman from the list. In the absence of
19 an agreed contract procedure for selecting an impartial
20 arbitrator, either party may request a panel from the Board.
21 Within 7 days of the request of either party, the Board shall
22 select from the Public Employees Labor Mediation Roster 7
23 persons who are on the labor arbitration panels of either the
24 American Arbitration Association or the Federal Mediation and
25 Conciliation Service, or who are members of the National
26 Academy of Arbitrators, as nominees for impartial arbitrator of

1 the arbitration panel. The parties may select an individual on
2 the list provided by the Board or any other individual mutually
3 agreed upon by the parties. Within 7 days following the receipt
4 of the list, the parties shall notify the Board of the person
5 they have selected. Unless the parties agree on an alternate
6 selection procedure, they shall alternatively strike one name
7 from the list provided by the Board until only one name
8 remains. A coin toss shall determine which party shall strike
9 the first name. If the parties fail to notify the Board in a
10 timely manner of their selection for neutral chairman, the
11 Board shall appoint a neutral chairman from the Illinois Public
12 Employees Mediation/Arbitration Roster.

13 (d) The chairman shall call a hearing to begin within 15
14 days and give reasonable notice of the time and place of the
15 hearing. The hearing shall be held at the offices of the Board
16 or at such other location as the Board deems appropriate. The
17 chairman shall preside over the hearing and shall take
18 testimony. Any oral or documentary evidence and other data
19 deemed relevant by the arbitration panel may be received in
20 evidence. The proceedings shall be informal. Technical rules of
21 evidence shall not apply and the competency of the evidence
22 shall not thereby be deemed impaired. A verbatim record of the
23 proceedings shall be made and the arbitrator shall arrange for
24 the necessary recording service. Transcripts may be ordered at
25 the expense of the party ordering them, but the transcripts
26 shall not be necessary for a decision by the arbitration panel.

1 The expense of the proceedings, including a fee for the
2 chairman, shall be borne equally by each of the parties to the
3 dispute. The delegates, if public officers or employees, shall
4 continue on the payroll of the public employer without loss of
5 pay. The hearing conducted by the arbitration panel may be
6 adjourned from time to time, but unless otherwise agreed by the
7 parties, shall be concluded within 30 days of the time of its
8 commencement. Majority actions and rulings shall constitute
9 the actions and rulings of the arbitration panel. Arbitration
10 proceedings under this Section shall not be interrupted or
11 terminated by reason of any unfair labor practice charge filed
12 by either party at any time.

13 (e) The arbitration panel may administer oaths, require the
14 attendance of witnesses, and the production of such books,
15 papers, contracts, agreements and documents as may be deemed by
16 it material to a just determination of the issues in dispute,
17 and for such purpose may issue subpoenas. If any person refuses
18 to obey a subpoena, or refuses to be sworn or to testify, or if
19 any witness, party or attorney is guilty of any contempt while
20 in attendance at any hearing, the arbitration panel may, or the
21 attorney general if requested shall, invoke the aid of any
22 circuit court within the jurisdiction in which the hearing is
23 being held, which court shall issue an appropriate order. Any
24 failure to obey the order may be punished by the court as
25 contempt.

26 (f) At any time before the rendering of an award, the

1 chairman of the arbitration panel, if he is of the opinion that
2 it would be useful or beneficial to do so, may remand the
3 dispute to the parties for further collective bargaining for a
4 period not to exceed 2 weeks. If the dispute is remanded for
5 further collective bargaining the time provisions of this Act
6 shall be extended for a time period equal to that of the
7 remand. The chairman of the panel of arbitration shall notify
8 the Board of the remand.

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

1 shall be based upon the applicable factors prescribed in
2 subsection (h).

3 (h) Where there is no agreement between the parties, or
4 where there is an agreement but the parties have begun
5 negotiations or discussions looking to a new agreement or
6 amendment of the existing agreement, and wage rates or other
7 conditions of employment under the proposed new or amended
8 agreement are in dispute, the arbitration panel shall base its
9 findings, opinions and order upon the following factors, as
10 applicable:

11 (1) The lawful authority of the employer.

12 (2) Stipulations of the parties.

13 (3) The employer's financial ability to fund the
14 proposals based on existing available resources shall be
15 given primary consideration, provided that such ability is
16 not predicated on an assumption that lines of credit or
17 reserve funds are available or that the employer may or
18 will receive or develop new sources of revenue or increase
19 existing sources of revenue ~~The interests and welfare of~~
20 ~~the public and the financial ability of the unit of~~
21 ~~government to meet those costs.~~

22 (4) Comparison of the wages, hours and conditions of
23 employment of the employees involved in the arbitration
24 proceeding with the wages, hours and conditions of
25 employment of other employees performing similar services
26 and with other employees generally:

1 (A) In public employment in comparable
2 communities.

3 (B) In private employment in comparable
4 communities.

5 (5) The average consumer prices for goods and services,
6 commonly known as the cost of living.

7 (6) The overall compensation presently received by the
8 employees, including direct wage compensation, vacations,
9 holidays and other excused time, insurance and pensions,
10 medical and hospitalization benefits, the continuity and
11 stability of employment and all other benefits received.

12 (7) Changes in any of the foregoing circumstances
13 during the pendency of the arbitration proceedings.

14 (8) Such other factors, not confined to the foregoing,
15 which are normally or traditionally taken into
16 consideration in the determination of wages, hours and
17 conditions of employment through voluntary collective
18 bargaining, mediation, fact-finding, arbitration or
19 otherwise between the parties, in the public service or in
20 private employment.

21 (i) In the case of peace officers, the arbitration decision
22 shall be limited to wages, hours, and conditions of employment
23 (which may include residency requirements in municipalities
24 with a population under 1,000,000, but those residency
25 requirements shall not allow residency outside of Illinois) and
26 shall not include the following: i) residency requirements in

1 municipalities with a population of at least 1,000,000; ii) the
2 type of equipment, other than uniforms, issued or used; iii)
3 manning; iv) the total number of employees employed by the
4 department; v) mutual aid and assistance agreements to other
5 units of government; and vi) the criterion pursuant to which
6 force, including deadly force, can be used; provided, nothing
7 herein shall preclude an arbitration decision regarding
8 equipment or manning levels if such decision is based on a
9 finding that the equipment or manning considerations in a
10 specific work assignment involve a serious risk to the safety
11 of a peace officer beyond that which is inherent in the normal
12 performance of police duties. Limitation of the terms of the
13 arbitration decision pursuant to this subsection shall not be
14 construed to limit the factors upon which the decision may be
15 based, as set forth in subsection (h).

16 In the case of fire fighter, and fire department or fire
17 district paramedic matters, the arbitration decision shall be
18 limited to wages, hours, and conditions of employment
19 (including manning and also including residency requirements
20 in municipalities with a population under 1,000,000, but those
21 residency requirements shall not allow residency outside of
22 Illinois) and shall not include the following matters: i)
23 residency requirements in municipalities with a population of
24 at least 1,000,000; ii) the type of equipment (other than
25 uniforms and fire fighter turnout gear) issued or used; iii)
26 the total number of employees employed by the department; iv)

1 mutual aid and assistance agreements to other units of
2 government; and v) the criterion pursuant to which force,
3 including deadly force, can be used; provided, however, nothing
4 herein shall preclude an arbitration decision regarding
5 equipment levels if such decision is based on a finding that
6 the equipment considerations in a specific work assignment
7 involve a serious risk to the safety of a fire fighter beyond
8 that which is inherent in the normal performance of fire
9 fighter duties. Limitation of the terms of the arbitration
10 decision pursuant to this subsection shall not be construed to
11 limit the facts upon which the decision may be based, as set
12 forth in subsection (h).

13 The changes to this subsection (i) made by Public Act
14 90-385 (relating to residency requirements) do not apply to
15 persons who are employed by a combined department that performs
16 both police and firefighting services; these persons shall be
17 governed by the provisions of this subsection (i) relating to
18 peace officers, as they existed before the amendment by Public
19 Act 90-385.

20 To preserve historical bargaining rights, this subsection
21 shall not apply to any provision of a fire fighter collective
22 bargaining agreement in effect and applicable on the effective
23 date of this Act; provided, however, nothing herein shall
24 preclude arbitration with respect to any such provision.

25 (j) Arbitration procedures shall be deemed to be initiated
26 by the filing of a letter requesting mediation as required

1 under subsection (a) of this Section. The commencement of a new
2 municipal fiscal year after the initiation of arbitration
3 procedures under this Act, but before the arbitration decision,
4 or its enforcement, shall not be deemed to render a dispute
5 moot, or to otherwise impair the jurisdiction or authority of
6 the arbitration panel or its decision. Increases in rates of
7 compensation awarded by the arbitration panel may be effective
8 only at the start of the fiscal year next commencing after the
9 date of the arbitration award. If a new fiscal year has
10 commenced either since the initiation of arbitration
11 procedures under this Act or since any mutually agreed
12 extension of the statutorily required period of mediation under
13 this Act by the parties to the labor dispute causing a delay in
14 the initiation of arbitration, the foregoing limitations shall
15 be inapplicable, and such awarded increases may be retroactive
16 to the commencement of the fiscal year, any other statute or
17 charter provisions to the contrary, notwithstanding. At any
18 time the parties, by stipulation, may amend or modify an award
19 of arbitration.

20 (k) Orders of the arbitration panel shall be reviewable,
21 upon appropriate petition by either the public employer or the
22 exclusive bargaining representative, by the circuit court for
23 the county in which the dispute arose or in which a majority of
24 the affected employees reside, but only for reasons that the
25 arbitration panel was without or exceeded its statutory
26 authority; the order is arbitrary, or capricious; or the order

1 was procured by fraud, collusion or other similar and unlawful
2 means. Such petitions for review must be filed with the
3 appropriate circuit court within 90 days following the issuance
4 of the arbitration order. The pendency of such proceeding for
5 review shall not automatically stay the order of the
6 arbitration panel. The party against whom the final decision of
7 any such court shall be adverse, if such court finds such
8 appeal or petition to be frivolous, shall pay reasonable
9 attorneys' fees and costs to the successful party as determined
10 by said court in its discretion. If said court's decision
11 affirms the award of money, such award, if retroactive, shall
12 bear interest at the rate of 12 percent per annum from the
13 effective retroactive date.

14 (l) During the pendency of proceedings before the
15 arbitration panel, existing wages, hours, and other conditions
16 of employment shall not be changed by action of either party
17 without the consent of the other but a party may so consent
18 without prejudice to his rights or position under this Act. The
19 proceedings are deemed to be pending before the arbitration
20 panel upon the initiation of arbitration procedures under this
21 Act.

22 (m) Security officers of public employers, and Peace
23 Officers, Fire Fighters and fire department and fire protection
24 district paramedics, covered by this Section may not withhold
25 services, nor may public employers lock out or prevent such
26 employees from performing services at any time.

1 (n) All of the terms decided upon by the arbitration panel
2 shall be included in an agreement to be submitted to the public
3 employer's governing body for ratification and adoption by law,
4 ordinance or the equivalent appropriate means.

5 The governing body shall review each term decided by the
6 arbitration panel. If the governing body fails to reject one or
7 more terms of the arbitration panel's decision by a 3/5 vote of
8 those duly elected and qualified members of the governing body,
9 within 20 days of issuance, or in the case of firefighters
10 employed by a state university, at the next regularly scheduled
11 meeting of the governing body after issuance, such term or
12 terms shall become a part of the collective bargaining
13 agreement of the parties. If the governing body affirmatively
14 rejects one or more terms of the arbitration panel's decision,
15 it must provide reasons for such rejection with respect to each
16 term so rejected, within 20 days of such rejection and the
17 parties shall return to the arbitration panel for further
18 proceedings and issuance of a supplemental decision with
19 respect to the rejected terms. Any supplemental decision by an
20 arbitration panel or other decision maker agreed to by the
21 parties shall be submitted to the governing body for
22 ratification and adoption in accordance with the procedures and
23 voting requirements set forth in this Section. The voting
24 requirements of this subsection shall apply to all disputes
25 submitted to arbitration pursuant to this Section
26 notwithstanding any contrary voting requirements contained in

1 any existing collective bargaining agreement between the
2 parties.

3 (o) If the governing body of the employer votes to reject
4 the panel's decision, the parties shall return to the panel
5 within 30 days from the issuance of the reasons for rejection
6 for further proceedings and issuance of a supplemental
7 decision. All reasonable costs of such supplemental proceeding
8 including the exclusive representative's reasonable attorney's
9 fees, as established by the Board, shall be paid by the
10 employer.

11 (p) Notwithstanding the provisions of this Section the
12 employer and exclusive representative may agree to submit
13 unresolved disputes concerning wages, hours, terms and
14 conditions of employment to an alternative form of impasse
15 resolution.

16 (Source: P.A. 98-535, eff. 1-1-14; 98-1151, eff. 1-7-15.)

17 Section 10. The Illinois Educational Labor Relations Act is
18 amended by changing Section 12 as follows:

19 (115 ILCS 5/12) (from Ch. 48, par. 1712)

20 Sec. 12. Impasse procedures.

21 (a) This subsection (a) applies only to collective
22 bargaining between an educational employer that is not a public
23 school district organized under Article 34 of the School Code
24 and an exclusive representative of its employees. If the

1 parties engaged in collective bargaining have not reached an
2 agreement by 90 days before the scheduled start of the
3 forthcoming school year, the parties shall notify the Illinois
4 Educational Labor Relations Board concerning the status of
5 negotiations. This notice shall include a statement on whether
6 mediation has been used.

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

15 Except as otherwise provided in subsection (b) of this
16 Section, if after a reasonable period of negotiation and within
17 90 days of the scheduled start of the forth-coming school year,
18 the parties engaged in collective bargaining have reached an
19 impasse, either party may petition the Board to initiate
20 mediation. Alternatively, the Board on its own motion may
21 initiate mediation during this period. However, mediation
22 shall be initiated by the Board at any time when jointly
23 requested by the parties and the services of the mediators
24 shall continuously be made available to the employer and to the
25 exclusive bargaining representative for purposes of
26 arbitration of grievances and mediation or arbitration of

1 contract disputes. If requested by the parties, the mediator
2 may perform fact-finding and in so doing conduct hearings and
3 make written findings and recommendations for resolution of the
4 dispute. Such mediation shall be provided by the Board and
5 shall be held before qualified impartial individuals. Nothing
6 prohibits the use of other individuals or organizations such as
7 the Federal Mediation and Conciliation Service or the American
8 Arbitration Association selected by both the exclusive
9 bargaining representative and the employer. When making wage
10 and benefit determinations during interest arbitration, the
11 employer's financial ability to fund the proposals based on
12 existing available resources shall be given primary
13 consideration, provided that such ability is not predicated on
14 an assumption that lines of credit or reserve funds are
15 available or that the employer may or will receive or develop
16 new sources of revenue or increase existing sources of revenue.

17 If the parties engaged in collective bargaining fail to
18 reach an agreement within 45 days of the scheduled start of the
19 forthcoming school year and have not requested mediation, the
20 Illinois Educational Labor Relations Board shall invoke
21 mediation.

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

25 (a-5) This subsection (a-5) applies only to collective
26 bargaining between a public school district or a combination of

1 public school districts, including, but not limited to, joint
2 cooperatives, that is not organized under Article 34 of the
3 School Code and an exclusive representative of its employees.

4 (1) Any time 15 days after mediation has commenced,
5 either party may initiate the public posting process. The
6 mediator may initiate the public posting process at any
7 time 15 days after mediation has commenced during the
8 mediation process. Initiation of the public posting
9 process must be filed in writing with the Board, and copies
10 must be submitted to the parties on the same day the
11 initiation is filed with the Board.

12 (2) Within 7 days after the initiation of the public
13 posting process, each party shall submit to the mediator,
14 the Board, and the other party in writing the most recent
15 offer of the party, including a cost summary of the offer.
16 Seven days after receipt of the parties' offers, the Board
17 shall make public the offers and each party's cost summary
18 dealing with those issues on which the parties have failed
19 to reach agreement by immediately posting the offers on its
20 Internet website, unless otherwise notified by the
21 mediator or jointly by the parties that agreement has been
22 reached. On the same day of publication by the Board, at a
23 minimum, the school district shall distribute notice of the
24 availability of the offers on the Board's Internet website
25 to all news media that have filed an annual request for
26 notices from the school district pursuant to Section 2.02

1 of the Open Meetings Act. The parties' offers shall remain
2 on the Board's Internet website until the parties have
3 reached and ratified an agreement.

4 (a-10) This subsection (a-10) applies only to collective
5 bargaining between a public school district organized under
6 Article 34 of the School Code and an exclusive representative
7 of its employees.

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

18 (2) Within 3 days following a party's demand for
19 fact-finding, each party shall appoint one member of the
20 fact-finding panel, unless the parties agree to proceed
21 without a tri-partite panel. Following these appointments,
22 if any, the parties shall select a qualified impartial
23 individual to serve as the fact-finder and chairperson of
24 the fact-finding panel, if applicable. An individual shall
25 be considered qualified to serve as the fact-finder and
26 chairperson of the fact-finding panel, if applicable, if he

1 or she was not the same individual who was appointed as the
2 mediator and if he or she satisfies the following
3 requirements: membership in good standing with the
4 National Academy of Arbitrators, Federal Mediation and
5 Conciliation Service, or American Arbitration Association
6 for a minimum of 10 years; membership on the mediation
7 roster for the Illinois Labor Relations Board or Illinois
8 Educational Labor Relations Board; issuance of at least 5
9 interest arbitration awards arising under the Illinois
10 Public Labor Relations Act; and participation in impasse
11 resolution processes arising under private or public
12 sector collective bargaining statutes in other states. If
13 the parties are unable to agree on a fact-finder, the
14 parties shall request a panel of fact-finders who satisfy
15 the requirements set forth in this paragraph (2) from
16 either the Federal Mediation and Conciliation Service or
17 the American Arbitration Association and shall select a
18 fact-finder from such panel in accordance with the
19 procedures established by the organization providing the
20 panel.

21 (3) The fact-finder shall have the following duties and
22 powers:

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

26 (B) to identify disputed issues that are economic

1 in nature;

2 (C) to meet with the parties either separately or
3 in executive sessions;

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

6 (E) to request the Board to issue subpoenas
7 requiring the attendance and testimony of witnesses or
8 the production of evidence;

9 (F) to administer oaths and affirmations;

10 (G) to examine witnesses and documents;

11 (H) to create a full and complete written record of
12 the hearings;

13 (I) to attempt mediation or remand a disputed issue
14 to the parties for further collective bargaining;

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

18 (K) to employ any other measures deemed
19 appropriate to resolve the impasse.

20 (4) If the dispute is not settled within 75 days after
21 the appointment of the fact-finding panel, the
22 fact-finding panel shall issue a private report to the
23 parties that contains advisory findings of fact and
24 recommended terms of settlement for all disputed issues and
25 that sets forth a rationale for each recommendation. The
26 fact-finding panel, acting by a majority of its members,

1 shall base its findings and recommendations upon the
2 following criteria as applicable:

3 (A) the lawful authority of the employer;

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

6 (C) prior collective bargaining agreements and the
7 bargaining history between the parties;

8 (D) stipulations of the parties;

9 (E) the interests and welfare of the public and the
10 students and families served by the employer;

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

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

20 (H) the present and future general economic
21 conditions in the locality and State;

22 (I) a comparison of the wages, hours, and
23 conditions of employment of the employees involved in
24 the dispute with the wages, hours, and conditions of
25 employment of employees performing similar services in
26 public education in the 10 largest U.S. cities;

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

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

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

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

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

23 (5) The fact-finding panel's recommended terms of
24 settlement shall be deemed agreed upon by the parties as
25 the final resolution of the disputed issues and
26 incorporated into the collective bargaining agreement

1 executed by the parties, unless either party tenders to the
2 other party and the chairperson of the fact-finding panel a
3 notice of rejection of the recommended terms of settlement
4 with a rationale for the rejection, within 15 days after
5 the date of issuance of the fact-finding panel's report. If
6 either party submits a notice of rejection, the chairperson
7 of the fact-finding panel shall publish the fact-finding
8 panel's report and the notice of rejection for public
9 information by delivering a copy to all newspapers of
10 general circulation in the community with simultaneous
11 written notice to the parties.

12 (b) If, after a period of bargaining of at least 60 days, a
13 dispute or impasse exists between an educational employer whose
14 territorial boundaries are coterminous with those of a city
15 having a population in excess of 500,000 and the exclusive
16 bargaining representative over a subject or matter set forth in
17 Section 4.5 of this Act, the parties shall submit the dispute
18 or impasse to the dispute resolution procedure agreed to
19 between the parties. The procedure shall provide for mediation
20 of disputes by a rotating mediation panel and may, at the
21 request of either party, include the issuance of advisory
22 findings of fact and recommendations.

23 (c) The costs of fact finding and mediation shall be shared
24 equally between the employer and the exclusive bargaining
25 agent, provided that, for purposes of mediation under this Act,
26 if either party requests the use of mediation services from the

1 Federal Mediation and Conciliation Service, the other party
2 shall either join in such request or bear the additional cost
3 of mediation services from another source. All other costs and
4 expenses of complying with this Section must be borne by the
5 party incurring them.

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

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

14 (Source: P.A. 97-7, eff. 6-13-11; 97-8, eff. 6-13-11; 98-513,
15 eff. 1-1-14.)

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