

SB1732



101ST GENERAL ASSEMBLY

State of Illinois

2019 and 2020

SB1732

Introduced 2/15/2019, by Sen. Bill Cunningham

SYNOPSIS AS INTRODUCED:

115 ILCS 5/12

from Ch. 48, par. 1712

115 ILCS 5/4.5 rep.

Amends the Illinois Educational Labor Relations Act. Removes language concerning impasse procedures involving an educational employer whose territorial boundaries are coterminous with those of a city having a population in excess of 500,000. Repeals provisions concerning subjects of collective bargaining with that educational employer. Effective immediately.

LRB101 06667 AXK 51694 b

FISCAL NOTE ACT
MAY APPLY

A BILL FOR

1 AN ACT concerning education.

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

4 Section 5. The Illinois Educational Labor Relations Act is
5 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 public
10 school district organized under Article 34 of the School Code
11 and an exclusive representative of its employees. If the
12 parties engaged in collective bargaining have not reached an
13 agreement by 90 days before the scheduled start of the
14 forthcoming school year, the parties shall notify the Illinois
15 Educational Labor Relations Board concerning the status of
16 negotiations. This notice shall include a statement on whether
17 mediation has been used.

18 Upon demand of either party, collective bargaining between
19 the employer and an exclusive bargaining representative must
20 begin within 60 days of the date of certification of the
21 representative by the Board, or in the case of an existing
22 exclusive bargaining representative, within 60 days of the
23 receipt by a party of a demand to bargain issued by the other

1 party. Once commenced, collective bargaining must continue for
2 at least a 60 day period, unless a contract is entered into.

3 Except as otherwise provided in subsection (b) of this
4 Section, if after a reasonable period of negotiation and within
5 90 days of the scheduled start of the forth-coming school year,
6 the parties engaged in collective bargaining have reached an
7 impasse, either party may petition the Board to initiate
8 mediation. Alternatively, the Board on its own motion may
9 initiate mediation during this period. However, mediation
10 shall be initiated by the Board at any time when jointly
11 requested by the parties and the services of the mediators
12 shall continuously be made available to the employer and to the
13 exclusive bargaining representative for purposes of
14 arbitration of grievances and mediation or arbitration of
15 contract disputes. If requested by the parties, the mediator
16 may perform fact-finding and in so doing conduct hearings and
17 make written findings and recommendations for resolution of the
18 dispute. Such mediation shall be provided by the Board and
19 shall be held before qualified impartial individuals. Nothing
20 prohibits the use of other individuals or organizations such as
21 the Federal Mediation and Conciliation Service or the American
22 Arbitration Association selected by both the exclusive
23 bargaining representative and the employer.

24 If the parties engaged in collective bargaining fail to
25 reach an agreement within 45 days of the scheduled start of the
26 forthcoming school year and have not requested mediation, the

1 Illinois Educational Labor Relations Board shall invoke
2 mediation.

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

6 (a-5) This subsection (a-5) applies only to collective
7 bargaining between a public school district or a combination of
8 public school districts, including, but not limited to, joint
9 cooperatives, that is not organized under Article 34 of the
10 School Code and an exclusive representative of its employees.

11 (1) Any time 15 days after mediation has commenced,
12 either party may initiate the public posting process. The
13 mediator may initiate the public posting process at any
14 time 15 days after mediation has commenced during the
15 mediation process. Initiation of the public posting
16 process must be filed in writing with the Board, and copies
17 must be submitted to the parties on the same day the
18 initiation is filed with the Board.

19 (2) Within 7 days after the initiation of the public
20 posting process, each party shall submit to the mediator,
21 the Board, and the other party in writing the most recent
22 offer of the party, including a cost summary of the offer.
23 Seven days after receipt of the parties' offers, the Board
24 shall make public the offers and each party's cost summary
25 dealing with those issues on which the parties have failed
26 to reach agreement by immediately posting the offers on its

1 Internet website, unless otherwise notified by the
2 mediator or jointly by the parties that agreement has been
3 reached. On the same day of publication by the Board, at a
4 minimum, the school district shall distribute notice of the
5 availability of the offers on the Board's Internet website
6 to all news media that have filed an annual request for
7 notices from the school district pursuant to Section 2.02
8 of the Open Meetings Act. The parties' offers shall remain
9 on the Board's Internet website until the parties have
10 reached and ratified an agreement.

11 (a-10) This subsection (a-10) applies only to collective
12 bargaining between a public school district organized under
13 Article 34 of the School Code and an exclusive representative
14 of its employees.

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

25 (2) Within 3 days following a party's demand for
26 fact-finding, each party shall appoint one member of the

1 fact-finding panel, unless the parties agree to proceed
2 without a tri-partite panel. Following these appointments,
3 if any, the parties shall select a qualified impartial
4 individual to serve as the fact-finder and chairperson of
5 the fact-finding panel, if applicable. An individual shall
6 be considered qualified to serve as the fact-finder and
7 chairperson of the fact-finding panel, if applicable, if he
8 or she was not the same individual who was appointed as the
9 mediator and if he or she satisfies the following
10 requirements: membership in good standing with the
11 National Academy of Arbitrators, Federal Mediation and
12 Conciliation Service, or American Arbitration Association
13 for a minimum of 10 years; membership on the mediation
14 roster for the Illinois Labor Relations Board or Illinois
15 Educational Labor Relations Board; issuance of at least 5
16 interest arbitration awards arising under the Illinois
17 Public Labor Relations Act; and participation in impasse
18 resolution processes arising under private or public
19 sector collective bargaining statutes in other states. If
20 the parties are unable to agree on a fact-finder, the
21 parties shall request a panel of fact-finders who satisfy
22 the requirements set forth in this paragraph (2) from
23 either the Federal Mediation and Conciliation Service or
24 the American Arbitration Association and shall select a
25 fact-finder from such panel in accordance with the
26 procedures established by the organization providing the

1 panel.

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

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

7 (B) to identify disputed issues that are economic
8 in nature;

9 (C) to meet with the parties either separately or
10 in executive sessions;

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

13 (E) to request the Board to issue subpoenas
14 requiring the attendance and testimony of witnesses or
15 the production of evidence;

16 (F) to administer oaths and affirmations;

17 (G) to examine witnesses and documents;

18 (H) to create a full and complete written record of
19 the hearings;

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

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

25 (K) to employ any other measures deemed
26 appropriate to resolve the impasse.

1 (4) If the dispute is not settled within 75 days after
2 the appointment of the fact-finding panel, the
3 fact-finding panel shall issue a private report to the
4 parties that contains advisory findings of fact and
5 recommended terms of settlement for all disputed issues and
6 that sets forth a rationale for each recommendation. The
7 fact-finding panel, acting by a majority of its members,
8 shall base its findings and recommendations upon the
9 following criteria as applicable:

10 (A) the lawful authority of the employer;

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

13 (C) prior collective bargaining agreements and the
14 bargaining history between the parties;

15 (D) stipulations of the parties;

16 (E) the interests and welfare of the public and the
17 students and families served by the employer;

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

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

1 (H) the present and future general economic
2 conditions in the locality and State;

3 (I) a comparison of the wages, hours, and
4 conditions of employment of the employees involved in
5 the dispute with the wages, hours, and conditions of
6 employment of employees performing similar services in
7 public education in the 10 largest U.S. cities;

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

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

20 (L) changes in any of the circumstances listed in
21 items (A) through (K) of this paragraph (4) during the
22 fact-finding proceedings;

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

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

4 (5) The fact-finding panel's recommended terms of
5 settlement shall be deemed agreed upon by the parties as
6 the final resolution of the disputed issues and
7 incorporated into the collective bargaining agreement
8 executed by the parties, unless either party tenders to the
9 other party and the chairperson of the fact-finding panel a
10 notice of rejection of the recommended terms of settlement
11 with a rationale for the rejection, within 15 days after
12 the date of issuance of the fact-finding panel's report. If
13 either party submits a notice of rejection, the chairperson
14 of the fact-finding panel shall publish the fact-finding
15 panel's report and the notice of rejection for public
16 information by delivering a copy to all newspapers of
17 general circulation in the community with simultaneous
18 written notice to the parties.

19 (b) (Blank). ~~If, after a period of bargaining of at least~~
20 ~~60 days, a dispute or impasse exists between an educational~~
21 ~~employer whose territorial boundaries are coterminous with~~
22 ~~those of a city having a population in excess of 500,000 and~~
23 ~~the exclusive bargaining representative over a subject or~~
24 ~~matter set forth in Section 4.5 of this Act, the parties shall~~
25 ~~submit the dispute or impasse to the dispute resolution~~
26 ~~procedure agreed to between the parties. The procedure shall~~

1 ~~provide for mediation of disputes by a rotating mediation panel~~
2 ~~and may, at the request of either party, include the issuance~~
3 ~~of advisory findings of fact and recommendations.~~

4 (c) The costs of fact finding and mediation shall be shared
5 equally between the employer and the exclusive bargaining
6 agent, provided that, for purposes of mediation under this Act,
7 if either party requests the use of mediation services from the
8 Federal Mediation and Conciliation Service, the other party
9 shall either join in such request or bear the additional cost
10 of mediation services from another source. All other costs and
11 expenses of complying with this Section must be borne by the
12 party incurring them.

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

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

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

23 (115 ILCS 5/4.5 rep.)

24 Section 10. The Illinois Educational Labor Relations Act is
25 amended by repealing Section 4.5.

1 Section 99. Effective date. This Act takes effect upon
2 becoming law.