



96TH GENERAL ASSEMBLY

State of Illinois

2009 and 2010

HB1302

Introduced 2/18/2009, by Rep. Kevin Joyce

SYNOPSIS AS INTRODUCED:

5 ILCS 315/4	from Ch. 48, par. 1604
5 ILCS 315/14	from Ch. 48, par. 1614

Amends the Illinois Public Labor Relations Act. Includes manning levels in the terms and conditions of employment subject to collective bargaining and, with respect to peace officers, within the scope of arbitration decisions.

LRB096 08300 JAM 18408 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 4 and 14 as follows:

6 (5 ILCS 315/4) (from Ch. 48, par. 1604)

7 Sec. 4. Management Rights. Employers shall not be required
8 to bargain over matters of inherent managerial policy, which
9 shall include such areas of discretion or policy as the
10 functions of the employer, standards of services, its overall
11 budget, the organizational structure and selection of new
12 employees, examination techniques and direction of employees.
13 Employers, however, shall be required to bargain collectively
14 with regard to policy matters directly affecting wages, hours
15 and terms and conditions of employment, including manning, as
16 well as the impact thereon upon request by employee
17 representatives.

18 To preserve the rights of employers and exclusive
19 representatives which have established collective bargaining
20 relationships or negotiated collective bargaining agreements
21 prior to the effective date of this Act, employers shall be
22 required to bargain collectively with regard to any matter
23 concerning wages, hours or conditions of employment about which

1 they have bargained for and agreed to in a collective
2 bargaining agreement prior to the effective date of this Act.

3 The chief judge of the judicial circuit that employs a
4 public employee who is a court reporter, as defined in the
5 Court Reporters Act, has the authority to hire, appoint,
6 promote, evaluate, discipline, and discharge court reporters
7 within that judicial circuit.

8 Nothing in this amendatory Act of the 94th General Assembly
9 shall be construed to intrude upon the judicial functions of
10 any court. This amendatory Act of the 94th General Assembly
11 applies only to nonjudicial administrative matters relating to
12 the collective bargaining rights of court reporters.

13 (Source: P.A. 94-98, eff. 7-1-05.)

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

15 Sec. 14. Security Employee, Peace Officer and Fire Fighter
16 Disputes.

17 (a) In the case of collective bargaining agreements
18 involving units of security employees of a public employer,
19 Peace Officer Units, or units of fire fighters or paramedics,
20 and in the case of disputes under Section 18, unless the
21 parties mutually agree to some other time limit, mediation
22 shall commence 30 days prior to the expiration date of such
23 agreement or at such later time as the mediation services
24 chosen under subsection (b) of Section 12 can be provided to
25 the parties. In the case of negotiations for an initial

1 collective bargaining agreement, mediation shall commence upon
2 15 days notice from either party or at such later time as the
3 mediation services chosen pursuant to subsection (b) of Section
4 12 can be provided to the parties. In mediation under this
5 Section, if either party requests the use of mediation services
6 from the Federal Mediation and Conciliation Service, the other
7 party shall either join in such request or bear the additional
8 cost of mediation services from another source. The mediator
9 shall have a duty to keep the Board informed on the progress of
10 the mediation. If any dispute has not been resolved within 15
11 days after the first meeting of the parties and the mediator,
12 or within such other time limit as may be mutually agreed upon
13 by the parties, either the exclusive representative or employer
14 may request of the other, in writing, arbitration, and shall
15 submit a copy of the request to the Board.

16 (b) Within 10 days after such a request for arbitration has
17 been made, the employer shall choose a delegate and the
18 employees' exclusive representative shall choose a delegate to
19 a panel of arbitration as provided in this Section. The
20 employer and employees shall forthwith advise the other and the
21 Board of their selections.

22 (c) Within 7 days of the request of either party, the Board
23 shall select from the Public Employees Labor Mediation Roster 7
24 persons who are on the labor arbitration panels of either the
25 American Arbitration Association or the Federal Mediation and
26 Conciliation Service, or who are members of the National

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

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

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

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

1 contempt.

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

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

1 complies with the applicable factors prescribed in subsection
2 (h). The findings, opinions and order as to all other issues
3 shall be based upon the applicable factors prescribed in
4 subsection (h).

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

13 (1) The lawful authority of the employer.

14 (2) Stipulations of the parties.

15 (3) The interests and welfare of the public and the
16 financial ability of the unit of government to meet those
17 costs.

18 (4) Comparison of the wages, hours and conditions of
19 employment of the employees involved in the arbitration
20 proceeding with the wages, hours and conditions of
21 employment of other employees performing similar services
22 and with other employees generally:

23 (A) In public employment in comparable
24 communities.

25 (B) In private employment in comparable
26 communities.

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

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

8 (7) Changes in any of the foregoing circumstances
9 during the pendency of the arbitration proceedings.

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

17 (i) In the case of peace officers, the arbitration decision
18 shall be limited to wages, hours, and conditions of employment
19 (which may include residency requirements in municipalities
20 with a population under 1,000,000, but those residency
21 requirements shall not allow residency outside of Illinois) and
22 shall not include the following: i) residency requirements in
23 municipalities with a population of at least 1,000,000; ii) the
24 type of equipment, other than uniforms, issued or used; iii)
25 (blank) ~~manning~~; iv) the total number of employees employed by
26 the department; v) mutual aid and assistance agreements to

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

12 In the case of fire fighter, and fire department or fire
13 district paramedic matters, the arbitration decision shall be
14 limited to wages, hours, and conditions of employment (which
15 may include residency requirements in municipalities with a
16 population under 1,000,000, but those residency requirements
17 shall not allow residency outside of Illinois) and shall not
18 include the following matters: i) residency requirements in
19 municipalities with a population of at least 1,000,000; ii) the
20 type of equipment (other than uniforms and fire fighter turnout
21 gear) issued or used; iii) the total number of employees
22 employed by the department; iv) mutual aid and assistance
23 agreements to other units of government; and v) the criterion
24 pursuant to which force, including deadly force, can be used;
25 provided, however, nothing herein shall preclude an
26 arbitration decision regarding equipment levels if such

1 decision is based on a finding that the equipment
2 considerations in a specific work assignment involve a serious
3 risk to the safety of a fire fighter beyond that which is
4 inherent in the normal performance of fire fighter duties.
5 Limitation of the terms of the arbitration decision pursuant to
6 this subsection shall not be construed to limit the facts upon
7 which the decision may be based, as set forth in subsection
8 (h).

9 The changes to this subsection (i) made by Public Act
10 90-385 (relating to residency requirements) do not apply to
11 persons who are employed by a combined department that performs
12 both police and firefighting services; these persons shall be
13 governed by the provisions of this subsection (i) relating to
14 peace officers, as they existed before the amendment by Public
15 Act 90-385.

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

21 (j) Arbitration procedures shall be deemed to be initiated
22 by the filing of a letter requesting mediation as required
23 under subsection (a) of this Section. The commencement of a new
24 municipal fiscal year after the initiation of arbitration
25 procedures under this Act, but before the arbitration decision,
26 or its enforcement, shall not be deemed to render a dispute

1 moot, or to otherwise impair the jurisdiction or authority of
2 the arbitration panel or its decision. Increases in rates of
3 compensation awarded by the arbitration panel may be effective
4 only at the start of the fiscal year next commencing after the
5 date of the arbitration award. If a new fiscal year has
6 commenced either since the initiation of arbitration
7 procedures under this Act or since any mutually agreed
8 extension of the statutorily required period of mediation under
9 this Act by the parties to the labor dispute causing a delay in
10 the initiation of arbitration, the foregoing limitations shall
11 be inapplicable, and such awarded increases may be retroactive
12 to the commencement of the fiscal year, any other statute or
13 charter provisions to the contrary, notwithstanding. At any
14 time the parties, by stipulation, may amend or modify an award
15 of arbitration.

16 (k) Orders of the arbitration panel shall be reviewable,
17 upon appropriate petition by either the public employer or the
18 exclusive bargaining representative, by the circuit court for
19 the county in which the dispute arose or in which a majority of
20 the affected employees reside, but only for reasons that the
21 arbitration panel was without or exceeded its statutory
22 authority; the order is arbitrary, or capricious; or the order
23 was procured by fraud, collusion or other similar and unlawful
24 means. Such petitions for review must be filed with the
25 appropriate circuit court within 90 days following the issuance
26 of the arbitration order. The pendency of such proceeding for

1 review shall not automatically stay the order of the
2 arbitration panel. The party against whom the final decision of
3 any such court shall be adverse, if such court finds such
4 appeal or petition to be frivolous, shall pay reasonable
5 attorneys' fees and costs to the successful party as determined
6 by said court in its discretion. If said court's decision
7 affirms the award of money, such award, if retroactive, shall
8 bear interest at the rate of 12 percent per annum from the
9 effective retroactive date.

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

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

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

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

25 (o) If the governing body of the employer votes to reject
26 the panel's decision, the parties shall return to the panel

1 within 30 days from the issuance of the reasons for rejection
2 for further proceedings and issuance of a supplemental
3 decision. All reasonable costs of such supplemental proceeding
4 including the exclusive representative's reasonable attorney's
5 fees, as established by the Board, shall be paid by the
6 employer.

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

12 (Source: P.A. 89-195, eff. 7-21-95; 90-202, eff. 7-24-97;
13 90-385, eff. 8-15-97; 90-655, eff. 7-30-98.)