



Sen. Robert Peters

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10400HB3005sam002

LRB104 09323 JRC 29274 a

1 AMENDMENT TO HOUSE BILL 3005

2 AMENDMENT NO. _____. Amend House Bill 3005 by replacing
3 everything after the enacting clause with the following:

4 "Section 5. The Freedom of Information Act is amended by
5 changing Section 7.5 as follows:

6 (5 ILCS 140/7.5)

7 Sec. 7.5. Statutory exemptions. To the extent provided for
8 by the statutes referenced below, the following shall be
9 exempt from inspection and copying:

10 (a) All information determined to be confidential
11 under Section 4002 of the Technology Advancement and
12 Development Act.

13 (b) Library circulation and order records identifying
14 library users with specific materials under the Library
15 Records Confidentiality Act.

16 (c) Applications, related documents, and medical

1 records received by the Experimental Organ Transplantation
2 Procedures Board and any and all documents or other
3 records prepared by the Experimental Organ Transplantation
4 Procedures Board or its staff relating to applications it
5 has received.

6 (d) Information and records held by the Department of
7 Public Health and its authorized representatives relating
8 to known or suspected cases of sexually transmitted
9 infection or any information the disclosure of which is
10 restricted under the Illinois Sexually Transmitted
11 Infection Control Act.

12 (e) Information the disclosure of which is exempted
13 under Section 30 of the Radon Industry Licensing Act.

14 (f) Firm performance evaluations under Section 55 of
15 the Architectural, Engineering, and Land Surveying
16 Qualifications Based Selection Act.

17 (g) Information the disclosure of which is restricted
18 and exempted under Section 50 of the Illinois Prepaid
19 Tuition Act.

20 (h) Information the disclosure of which is exempted
21 under the State Officials and Employees Ethics Act, and
22 records of any lawfully created State or local inspector
23 general's office that would be exempt if created or
24 obtained by an Executive Inspector General's office under
25 that Act.

26 (i) Information contained in a local emergency energy

1 plan submitted to a municipality in accordance with a
2 local emergency energy plan ordinance that is adopted
3 under Section 11-21.5-5 of the Illinois Municipal Code.

4 (j) Information and data concerning the distribution
5 of surcharge moneys collected and remitted by carriers
6 under the Emergency Telephone System Act.

7 (k) Law enforcement officer identification information
8 or driver identification information compiled by a law
9 enforcement agency or the Department of Transportation
10 under Section 11-212 of the Illinois Vehicle Code.

11 (l) Records and information provided to a residential
12 health care facility resident sexual assault and death
13 review team or the Executive Council under the Abuse
14 Prevention Review Team Act.

15 (m) Information provided to the predatory lending
16 database created pursuant to Article 3 of the Residential
17 Real Property Disclosure Act, except to the extent
18 authorized under that Article.

19 (n) Defense budgets and petitions for certification of
20 compensation and expenses for court appointed trial
21 counsel as provided under Sections 10 and 15 of the
22 Capital Crimes Litigation Act (repealed). This subsection
23 (n) shall apply until the conclusion of the trial of the
24 case, even if the prosecution chooses not to pursue the
25 death penalty prior to trial or sentencing.

26 (o) Information that is prohibited from being

1 disclosed under Section 4 of the Illinois Health and
2 Hazardous Substances Registry Act.

3 (p) Security portions of system safety program plans,
4 investigation reports, surveys, schedules, lists, data, or
5 information compiled, collected, or prepared by or for the
6 Department of Transportation under Sections 2705-300 and
7 2705-616 of the Department of Transportation Law of the
8 Civil Administrative Code of Illinois, the Regional
9 Transportation Authority under Section 2.11 of the
10 Regional Transportation Authority Act, or the St. Clair
11 County Transit District under the Bi-State Transit Safety
12 Act (repealed).

13 (q) Information prohibited from being disclosed by the
14 Personnel Record Review Act.

15 (r) Information prohibited from being disclosed by the
16 Illinois School Student Records Act.

17 (s) Information the disclosure of which is restricted
18 under Section 5-108 of the Public Utilities Act.

19 (t) (Blank).

20 (u) Records and information provided to an independent
21 team of experts under the Developmental Disability and
22 Mental Health Safety Act (also known as Brian's Law).

23 (v) Names and information of people who have applied
24 for or received Firearm Owner's Identification Cards under
25 the Firearm Owners Identification Card Act or applied for
26 or received a concealed carry license under the Firearm

1 Concealed Carry Act, unless otherwise authorized by the
2 Firearm Concealed Carry Act; and databases under the
3 Firearm Concealed Carry Act, records of the Concealed
4 Carry Licensing Review Board under the Firearm Concealed
5 Carry Act, and law enforcement agency objections under the
6 Firearm Concealed Carry Act.

7 (v-5) Records of the Firearm Owner's Identification
8 Card Review Board that are exempted from disclosure under
9 Section 10 of the Firearm Owners Identification Card Act.

10 (w) Personally identifiable information which is
11 exempted from disclosure under subsection (g) of Section
12 19.1 of the Toll Highway Act.

13 (x) Information which is exempted from disclosure
14 under Section 5-1014.3 of the Counties Code or Section
15 8-11-21 of the Illinois Municipal Code.

16 (y) Confidential information under the Adult
17 Protective Services Act and its predecessor enabling
18 statute, the Elder Abuse and Neglect Act, including
19 information about the identity and administrative finding
20 against any caregiver of a verified and substantiated
21 decision of abuse, neglect, or financial exploitation of
22 an eligible adult maintained in the Registry established
23 under Section 7.5 of the Adult Protective Services Act.

24 (z) Records and information provided to a fatality
25 review team or the Illinois Fatality Review Team Advisory
26 Council under Section 15 of the Adult Protective Services

1 Act.

2 (aa) Information which is exempted from disclosure
3 under Section 2.37 of the Wildlife Code.

4 (bb) Information which is or was prohibited from
5 disclosure by the Juvenile Court Act of 1987.

6 (cc) Recordings made under the Law Enforcement
7 Officer-Worn Body Camera Act, except to the extent
8 authorized under that Act.

9 (dd) Information that is prohibited from being
10 disclosed under Section 45 of the Condominium and Common
11 Interest Community Ombudsperson Act.

12 (ee) Information that is exempted from disclosure
13 under Section 30.1 of the Pharmacy Practice Act.

14 (ff) Information that is exempted from disclosure
15 under the Revised Uniform Unclaimed Property Act.

16 (gg) Information that is prohibited from being
17 disclosed under Section 7-603.5 of the Illinois Vehicle
18 Code.

19 (hh) Records that are exempt from disclosure under
20 Section 1A-16.7 of the Election Code.

21 (ii) Information which is exempted from disclosure
22 under Section 2505-800 of the Department of Revenue Law of
23 the Civil Administrative Code of Illinois.

24 (jj) Information and reports that are required to be
25 submitted to the Department of Labor by registering day
26 and temporary labor service agencies but are exempt from

1 disclosure under subsection (a-1) of Section 45 of the Day
2 and Temporary Labor Services Act.

3 (kk) Information prohibited from disclosure under the
4 Seizure and Forfeiture Reporting Act.

5 (ll) Information the disclosure of which is restricted
6 and exempted under Section 5-30.8 of the Illinois Public
7 Aid Code.

8 (mm) Records that are exempt from disclosure under
9 Section 4.2 of the Crime Victims Compensation Act.

10 (nn) Information that is exempt from disclosure under
11 Section 70 of the Higher Education Student Assistance Act.

12 (oo) Communications, notes, records, and reports
13 arising out of a peer support counseling session
14 prohibited from disclosure under the First Responders
15 Suicide Prevention Act.

16 (pp) Names and all identifying information relating to
17 an employee of an emergency services provider or law
18 enforcement agency under the First Responders Suicide
19 Prevention Act.

20 (qq) Information and records held by the Department of
21 Public Health and its authorized representatives collected
22 under the Reproductive Health Act.

23 (rr) Information that is exempt from disclosure under
24 the Cannabis Regulation and Tax Act.

25 (ss) Data reported by an employer to the Department of
26 Human Rights pursuant to Section 2-108 of the Illinois

1 Human Rights Act.

2 (tt) Recordings made under the Children's Advocacy
3 Center Act, except to the extent authorized under that
4 Act.

5 (uu) Information that is exempt from disclosure under
6 Section 50 of the Sexual Assault Evidence Submission Act.

7 (vv) Information that is exempt from disclosure under
8 subsections (f) and (j) of Section 5-36 of the Illinois
9 Public Aid Code.

10 (ww) Information that is exempt from disclosure under
11 Section 16.8 of the State Treasurer Act.

12 (xx) Information that is exempt from disclosure or
13 information that shall not be made public under the
14 Illinois Insurance Code.

15 (yy) Information prohibited from being disclosed under
16 the Illinois Educational Labor Relations Act.

17 (zz) Information prohibited from being disclosed under
18 the Illinois Public Labor Relations Act.

19 (aaa) Information prohibited from being disclosed
20 under Section 1-167 of the Illinois Pension Code.

21 (bbb) Information that is prohibited from disclosure
22 by the Illinois Police Training Act and the Illinois State
23 Police Act.

24 (ccc) Records exempt from disclosure under Section
25 2605-304 of the Illinois State Police Law of the Civil
26 Administrative Code of Illinois.

1 (ddd) Information prohibited from being disclosed
2 under Section 35 of the Address Confidentiality for
3 Victims of Domestic Violence, Sexual Assault, Human
4 Trafficking, or Stalking Act.

5 (eee) Information prohibited from being disclosed
6 under subsection (b) of Section 75 of the Domestic
7 Violence Fatality Review Act.

8 (fff) Images from cameras under the Expressway Camera
9 Act. This subsection (fff) is inoperative on and after
10 July 1, 2025.

11 (ggg) Information prohibited from disclosure under
12 paragraph (3) of subsection (a) of Section 14 of the Nurse
13 Agency Licensing Act.

14 (hhh) Information submitted to the Illinois State
15 Police in an affidavit or application for an assault
16 weapon endorsement, assault weapon attachment endorsement,
17 .50 caliber rifle endorsement, or .50 caliber cartridge
18 endorsement under the Firearm Owners Identification Card
19 Act.

20 (iii) Data exempt from disclosure under Section 50 of
21 the School Safety Drill Act.

22 (jjj) Information exempt from disclosure under Section
23 30 of the Insurance Data Security Law.

24 (kkk) Confidential business information prohibited
25 from disclosure under Section 45 of the Paint Stewardship
26 Act.

1 (lll) Data exempt from disclosure under Section
2 2-3.196 of the School Code.

3 (mmm) Information prohibited from being disclosed
4 under subsection (e) of Section 1-129 of the Illinois
5 Power Agency Act.

6 (nnn) Materials received by the Department of Commerce
7 and Economic Opportunity that are confidential under the
8 Music and Musicians Tax Credit and Jobs Act.

9 (ooo) Data or information provided pursuant to Section
10 20 of the Statewide Recycling Needs and Assessment Act.

11 (ppp) Information that is exempt from disclosure under
12 Section 28-11 of the Lawful Health Care Activity Act.

13 (qqq) Information that is exempt from disclosure under
14 Section 7-101 of the Illinois Human Rights Act.

15 (rrr) Information prohibited from being disclosed
16 under Section 4-2 of the Uniform Money Transmission
17 Modernization Act.

18 (sss) Information exempt from disclosure under Section
19 40 of the Student-Athlete Endorsement Rights Act.

20 (ttt) Audio recordings made under Section 30 of the
21 Illinois State Police Act, except to the extent authorized
22 under that Section.

23 (uuu) Information prohibited from being disclosed
24 under Section 1505-135 of the Department of Labor Law of
25 the Civil Administrative Code of Illinois.

26 (Source: P.A. 102-36, eff. 6-25-21; 102-237, eff. 1-1-22;

1 102-292, eff. 1-1-22; 102-520, eff. 8-20-21; 102-559, eff.
2 8-20-21; 102-813, eff. 5-13-22; 102-946, eff. 7-1-22;
3 102-1042, eff. 6-3-22; 102-1116, eff. 1-10-23; 103-8, eff.
4 6-7-23; 103-34, eff. 6-9-23; 103-142, eff. 1-1-24; 103-372,
5 eff. 1-1-24; 103-472, eff. 8-1-24; 103-508, eff. 8-4-23;
6 103-580, eff. 12-8-23; 103-592, eff. 6-7-24; 103-605, eff.
7 7-1-24; 103-636, eff. 7-1-24; 103-724, eff. 1-1-25; 103-786,
8 eff. 8-7-24; 103-859, eff. 8-9-24; 103-991, eff. 8-9-24;
9 103-1049, eff. 8-9-24; 103-1081, eff. 3-21-25.)

10 Section 10. The Illinois Public Labor Relations Act is
11 amended by changing Sections 14 and 17 as follows:

12 (5 ILCS 315/14) (from Ch. 48, par. 1614)

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

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

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

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

23 (c) Within 7 days after the request of either party, the
24 parties shall request a panel of impartial arbitrators from
25 which they shall select the neutral chairman according to the
26 procedures provided in this Section. If the parties have

1 agreed to a contract that contains a grievance resolution
2 procedure as provided in Section 8, the chairman shall be
3 selected using their agreed contract procedure unless they
4 mutually agree to another procedure. If the parties fail to
5 notify the Board of their selection of neutral chairman within
6 7 days after receipt of the list of impartial arbitrators, the
7 Board shall appoint, at random, a neutral chairman from the
8 list. In the absence of an agreed contract procedure for
9 selecting an impartial arbitrator, either party may request a
10 panel from the Board. Within 7 days of the request of either
11 party, the Board shall select from the Public Employees Labor
12 Mediation Roster 7 persons who are on the labor arbitration
13 panels of either the American Arbitration Association or the
14 Federal Mediation and Conciliation Service, or who are members
15 of the National Academy of Arbitrators, as nominees for
16 impartial arbitrator of the arbitration panel. The parties may
17 select an individual on the list provided by the Board or any
18 other individual mutually agreed upon by the parties. Within 7
19 days following the receipt of the list, the parties shall
20 notify the Board of the person they have selected. Unless the
21 parties agree on an alternate selection procedure, they shall
22 alternatively strike one name from the list provided by the
23 Board until only one name remains. A coin toss shall determine
24 which party shall strike the first name. If the parties fail to
25 notify the Board in a timely manner of their selection for
26 neutral chairman, the Board shall appoint a neutral chairman

1 from the Illinois Public Employees Mediation/Arbitration
2 Roster.

3 (d) The chairman shall call a hearing to begin within 15
4 days and give reasonable notice of the time and place of the
5 hearing. The hearing shall be held at the offices of the Board
6 or at such other location as the Board deems appropriate. The
7 chairman shall preside over the hearing and shall take
8 testimony. Any oral or documentary evidence and other data
9 deemed relevant by the arbitration panel may be received in
10 evidence. The proceedings shall be informal. Technical rules
11 of evidence shall not apply and the competency of the evidence
12 shall not thereby be deemed impaired. A verbatim record of the
13 proceedings shall be made and the arbitrator shall arrange for
14 the necessary recording service. Transcripts may be ordered at
15 the expense of the party ordering them, but the transcripts
16 shall not be necessary for a decision by the arbitration
17 panel. The expense of the proceedings, including a fee for the
18 chairman, shall be borne equally by each of the parties to the
19 dispute. The delegates, if public officers or employees, shall
20 continue on the payroll of the public employer without loss of
21 pay. The hearing conducted by the arbitration panel may be
22 adjourned from time to time, but unless otherwise agreed by
23 the parties, shall be concluded within 30 days of the time of
24 its commencement. Majority actions and rulings shall
25 constitute the actions and rulings of the arbitration panel.
26 Arbitration proceedings under this Section shall not be

1 interrupted or terminated by reason of any unfair labor
2 practice charge filed by either party at any time.

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

16 (f) At any time before the rendering of an award, the
17 chairman of the arbitration panel, if he is of the opinion that
18 it would be useful or beneficial to do so, may remand the
19 dispute to the parties for further collective bargaining for a
20 period not to exceed 2 weeks. If the dispute is remanded for
21 further collective bargaining the time provisions of this Act
22 shall be extended for a time period equal to that of the
23 remand. The chairman of the panel of arbitration shall notify
24 the Board of the remand.

25 (g) At or before the conclusion of the hearing held
26 pursuant to subsection (d), the arbitration panel shall

1 identify the economic issues in dispute, and direct each of
2 the parties to submit, within such time limit as the panel
3 shall prescribe, to the arbitration panel and to each other
4 its last offer of settlement on each economic issue. The
5 determination of the arbitration panel as to the issues in
6 dispute and as to which of these issues are economic shall be
7 conclusive. The arbitration panel, within 30 days after the
8 conclusion of the hearing, or such further additional periods
9 to which the parties may agree, shall make written findings of
10 fact and promulgate a written opinion and shall mail or
11 otherwise deliver a true copy thereof to the parties and their
12 representatives and to the Board. As to each economic issue,
13 the arbitration panel shall adopt the last offer of settlement
14 which, in the opinion of the arbitration panel, more nearly
15 complies with the applicable factors prescribed in subsection
16 (h). The findings, opinions and order as to all other issues
17 shall be based upon the applicable factors prescribed in
18 subsection (h).

19 (h) Where there is no agreement between the parties, or
20 where there is an agreement but the parties have begun
21 negotiations or discussions looking to a new agreement or
22 amendment of the existing agreement, and wage rates or other
23 conditions of employment under the proposed new or amended
24 agreement are in dispute, the arbitration panel shall base its
25 findings, opinions and order upon the following factors, as
26 applicable:

1 (1) The lawful authority of the employer.

2 (2) Stipulations of the parties.

3 (3) The interests and welfare of the public and the
4 financial ability of the unit of government to meet those
5 costs.

6 (4) Comparison of the wages, hours and conditions of
7 employment of the employees involved in the arbitration
8 proceeding with the wages, hours and conditions of
9 employment of other employees performing similar services
10 and with other employees generally:

11 (A) In public employment in comparable
12 communities.

13 (B) In private employment in comparable
14 communities.

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

17 (6) The overall compensation presently received by the
18 employees, including direct wage compensation, vacations,
19 holidays and other excused time, insurance and pensions,
20 medical and hospitalization benefits, the continuity and
21 stability of employment and all other benefits received.

22 (7) Changes in any of the foregoing circumstances
23 during the pendency of the arbitration proceedings.

24 (8) Such other factors, not confined to the foregoing,
25 which are normally or traditionally taken into
26 consideration in the determination of wages, hours and

1 conditions of employment through voluntary collective
2 bargaining, mediation, fact-finding, arbitration or
3 otherwise between the parties, in the public service or in
4 private employment.

5 (i) In the case of peace officers, the arbitration
6 decision shall be limited to wages, hours, and conditions of
7 employment (which may include residency requirements in
8 municipalities with a population under 100,000, but those
9 residency requirements shall not allow residency outside of
10 Illinois) and shall not include the following: i) residency
11 requirements in municipalities with a population of at least
12 100,000; ii) the type of equipment, other than uniforms,
13 issued or used; iii) manning; iv) the total number of
14 employees employed by the department; v) mutual aid and
15 assistance agreements to other units of government; and vi)
16 the criterion pursuant to which force, including deadly force,
17 can be used; provided, nothing herein shall preclude an
18 arbitration decision regarding equipment or manning levels if
19 such decision is based on a finding that the equipment or
20 manning considerations in a specific work assignment involve a
21 serious risk to the safety of a peace officer beyond that which
22 is inherent in the normal performance of police duties.
23 Limitation of the terms of the arbitration decision pursuant
24 to this subsection shall not be construed to limit the factors
25 upon which the decision may be based, as set forth in
26 subsection (h).

1 In the case of fire fighter, and fire department or fire
2 district paramedic matters, the arbitration decision shall be
3 limited to wages, hours, and conditions of employment
4 (including manning and also including residency requirements
5 in municipalities with a population under 1,000,000, but those
6 residency requirements shall not allow residency outside of
7 Illinois) and shall not include the following matters: i)
8 residency requirements in municipalities with a population of
9 at least 1,000,000; ii) the type of equipment (other than
10 uniforms and fire fighter turnout gear) issued or used; iii)
11 the total number of employees employed by the department; iv)
12 mutual aid and assistance agreements to other units of
13 government; and v) the criterion pursuant to which force,
14 including deadly force, can be used; provided, however,
15 nothing herein shall preclude an arbitration decision
16 regarding equipment levels if such decision is based on a
17 finding that the equipment considerations in a specific work
18 assignment involve a serious risk to the safety of a fire
19 fighter beyond that which is inherent in the normal
20 performance of fire fighter duties. Limitation of the terms of
21 the arbitration decision pursuant to this subsection shall not
22 be construed to limit the facts upon which the decision may be
23 based, as set forth in subsection (h).

24 The changes to this subsection (i) made by Public Act
25 90-385 (relating to residency requirements) do not apply to
26 persons who are employed by a combined department that

1 performs both police and firefighting services; these persons
2 shall be governed by the provisions of this subsection (i)
3 relating to peace officers, as they existed before the
4 amendment by Public Act 90-385.

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

10 (j) Arbitration procedures shall be deemed to be initiated
11 by the filing of a letter requesting mediation as required
12 under subsection (a) of this Section. The commencement of a
13 new municipal fiscal year after the initiation of arbitration
14 procedures under this Act, but before the arbitration
15 decision, or its enforcement, shall not be deemed to render a
16 dispute moot, or to otherwise impair the jurisdiction or
17 authority of the arbitration panel or its decision. Increases
18 in rates of compensation awarded by the arbitration panel may
19 be effective only at the start of the fiscal year next
20 commencing after the date of the arbitration award. If a new
21 fiscal year has commenced either since the initiation of
22 arbitration procedures under this Act or since any mutually
23 agreed extension of the statutorily required period of
24 mediation under this Act by the parties to the labor dispute
25 causing a delay in the initiation of arbitration, the
26 foregoing limitations shall be inapplicable, and such awarded

1 increases may be retroactive to the commencement of the fiscal
2 year, any other statute or charter provisions to the contrary,
3 notwithstanding. At any time the parties, by stipulation, may
4 amend or modify an award of arbitration.

5 (k) Orders of the arbitration panel shall be reviewable,
6 upon appropriate petition by either the public employer or the
7 exclusive bargaining representative, by the circuit court for
8 the county in which the dispute arose or in which a majority of
9 the affected employees reside, but only for reasons that the
10 arbitration panel was without or exceeded its statutory
11 authority; the order is arbitrary, or capricious; or the order
12 was procured by fraud, collusion or other similar and unlawful
13 means. Such petitions for review must be filed with the
14 appropriate circuit court within 90 days following the
15 issuance of the arbitration order. The pendency of such
16 proceeding for review shall not automatically stay the order
17 of the arbitration panel. The party against whom the final
18 decision of any such court shall be adverse, if such court
19 finds such appeal or petition to be frivolous, shall pay
20 reasonable attorneys' fees and costs to the successful party
21 as determined by said court in its discretion. If said court's
22 decision affirms the award of money, such award, if
23 retroactive, shall bear interest at the rate of 12 percent per
24 annum from the effective retroactive date.

25 (l) During the pendency of proceedings before the
26 arbitration panel, existing wages, hours, and other conditions

1 of employment shall not be changed by action of either party
2 without the consent of the other but a party may so consent
3 without prejudice to his rights or position under this Act.
4 The proceedings are deemed to be pending before the
5 arbitration panel upon the initiation of arbitration
6 procedures under this Act.

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

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

16 The governing body shall review each term decided by the
17 arbitration panel. If the governing body fails to reject one
18 or more terms of the arbitration panel's decision by a 3/5 vote
19 of those duly elected and qualified members of the governing
20 body, within 20 days of issuance, or in the case of
21 firefighters employed by a state university, at the next
22 regularly scheduled meeting of the governing body after
23 issuance, such term or terms shall become a part of the
24 collective bargaining agreement of the parties. If the
25 governing body affirmatively rejects one or more terms of the
26 arbitration panel's decision, it must provide reasons for such

1 rejection with respect to each term so rejected, within 20
2 days of such rejection and the parties shall return to the
3 arbitration panel for further proceedings and issuance of a
4 supplemental decision with respect to the rejected terms. Any
5 supplemental decision by an arbitration panel or other
6 decision maker agreed to by the parties shall be submitted to
7 the governing body for ratification and adoption in accordance
8 with the procedures and voting requirements set forth in this
9 Section. The voting requirements of this subsection shall
10 apply to all disputes submitted to arbitration pursuant to
11 this Section notwithstanding any contrary voting requirements
12 contained in any existing collective bargaining agreement
13 between the parties.

14 (o) If the governing body of the employer votes to reject
15 the panel's decision, the parties shall return to the panel
16 within 30 days from the issuance of the reasons for rejection
17 for further proceedings and issuance of a supplemental
18 decision. All reasonable costs of such supplemental proceeding
19 including the exclusive representative's reasonable attorney's
20 fees, as established by the Board, shall be paid by the
21 employer.

22 (p) Notwithstanding the provisions of this Section the
23 employer and exclusive representative may agree to submit
24 unresolved disputes concerning wages, hours, terms and
25 conditions of employment to an alternative form of impasse
26 resolution.

1 The amendatory changes to this Section made by Public Act
2 101-652 take effect July 1, 2022.

3 (Source: P.A. 101-652, eff. 7-1-21; 102-28, eff. 6-25-21.)

4 (5 ILCS 315/17) (from Ch. 48, par. 1617)

5 Sec. 17. Right to strike.

6 (a) Nothing in this Act shall make it unlawful or make it
7 an unfair labor practice for public employees, other than
8 security employees, as defined in Section 3(p), peace
9 officers, fire fighters, and paramedics employed by fire
10 departments and fire protection districts, to strike except as
11 otherwise provided in this Act. Public employees who are
12 permitted to strike may strike only if:

13 (1) the employees are represented by an exclusive
14 bargaining representative;

15 (2) the collective bargaining agreement between the
16 public employer and the public employees, if any, has
17 expired, or such collective bargaining agreement does not
18 prohibit the strike;

19 (3) the public employer and the labor organization
20 have not mutually agreed to submit the disputed issues to
21 final and binding arbitration;

22 (4) the exclusive representative has requested a
23 mediator pursuant to Section 12 for the purpose of
24 mediation or conciliation of a dispute between the public
25 employer and the exclusive representative and mediation

1 has been used; and

2 (5) at least 5 days have elapsed after a notice of
3 intent to strike has been given by the exclusive
4 bargaining representative to the public employer.

5 In mediation under this Section, if either party requests
6 the use of mediation services from the Federal Mediation and
7 Conciliation Service or, if not available, from the Illinois
8 Department of Labor, the other party shall either join in such
9 request or bear the additional cost of mediation services from
10 another source.

11 (b) An employee who participates in a strike, work
12 stoppage or slowdown, in violation of this Act shall be
13 subject to discipline by the employer. No employer may pay or
14 cause such employee to be paid any wages or other compensation
15 for such periods of participation, except for wages or
16 compensation earned before participation in such strike.

17 (Source: P.A. 86-412.)

18 Section 15. The Department of Labor Law of the Civil
19 Administrative Code of Illinois is amended by adding Sections
20 1505-135 and 1505-140 as follows:

21 (20 ILCS 1505/1505-135 new)

22 Sec. 1505-135. Labor Mediation Services Program. The
23 Department is authorized to and, subject to appropriation,
24 shall establish a labor mediation services program ("Pilot

1 Program") for employers and labor organizations within 120
2 days of the effective date of this Act. The program shall be
3 operated independently from all other divisions or bureaus of
4 the Department. The parties to a controversy between employers
5 and labor organizations may, jointly or independently, invoke
6 the services of the Department, or the Department may proffer
7 its services, in a circumstance involving grievances arising
8 under a collective bargaining agreement or involving the
9 negotiation of an initial or successor collective bargaining
10 agreement between employers and labor organizations concerning
11 wages, hours, or conditions of employment.

12 (a) If services from the Federal Mediation and
13 Conciliation Service are not available and services of the
14 Department have been invoked by any party or if the Department
15 has proffered its services, the Department shall communicate
16 with the parties to offer its services. The Department shall
17 use its best efforts by mediation, through the assignment of a
18 mediator under subsection (d) of this Section, to bring them
19 to agreement. Information disclosed by a party to a mediator
20 in the performance of mediation functions shall not be
21 divulged voluntarily or by compulsion unless required by law.

22 (b) The Department shall have authority to set policies
23 granting priority services to bargaining units for which
24 mediation is a statutory requirement, initial or successor
25 collective bargaining agreements, labor disputes involving the
26 health and safety of the public, a dispute that both parties

1 certify may result in a lockout or strike, or for any other
2 matters deemed to be of significance.

3 (c) All mediation communications such as files, records,
4 reports, documents or other papers received or prepared by a
5 mediator while serving as such are confidential and exempt
6 from disclosure under Section 7.5 of the Freedom of
7 Information Act and as otherwise required by law. The mediator
8 shall not produce any confidential records of, or testify in
9 regard to, any mediation conducted by the mediator in any type
10 of civil or administrative proceeding.

11 (d) The Department is authorized to select and fix the
12 compensation of independent mediators who have demonstrated
13 experience in labor and employment matters to serve parties.
14 Mediators shall not be subject to the Personnel Code.
15 Mediators may be appointed for a term of 2 years beginning on
16 the effective date of the appointment or renewal, subject to
17 appropriation. Mediators may be removed by the Director during
18 the 2-year term only for good cause, including, but not
19 limited to, incompetency, dereliction of duty, malfeasance,
20 misfeasance, or nonfeasance. When a term expires, the Director
21 may elect to renew the incumbent.

22 (20 ILCS 1505/1505-140 new)

23 Sec. 1505-140. By December 31, 2026, the Illinois
24 Department of Labor shall submit to the General Assembly a
25 report summarizing initial aggregate data for the Pilot

1 Program, including the number of mediations performed and the
2 outcome of those mediations. As part of that report, the
3 Illinois Department of Labor shall consult with labor and
4 management representatives and outline considerations for
5 improvements to the program and provide recommendations as the
6 Director deems appropriate.

7 Section 20. The Illinois Educational Labor Relations Act
8 is amended by changing Section 12 as follows:

9 (115 ILCS 5/12) (from Ch. 48, par. 1712)

10 (Text of Section before amendment by P.A. 103-1067)

11 Sec. 12. Impasse procedures.

12 (a) This subsection (a) applies only to collective
13 bargaining between an educational employer that is not a
14 public school district organized under Article 34 of the
15 School Code and an exclusive representative of its employees.
16 If the parties engaged in collective bargaining have not
17 reached an agreement by 90 days before the scheduled start of
18 the forthcoming school year, the parties shall notify the
19 Illinois Educational Labor Relations Board concerning the
20 status of negotiations. This notice shall include a statement
21 on whether mediation has been used.

22 Upon demand of either party, collective bargaining between
23 the employer and an exclusive bargaining representative must
24 begin within 60 days of the date of certification of the

1 representative by the Board, or in the case of an existing
2 exclusive bargaining representative, within 60 days of the
3 receipt by a party of a demand to bargain issued by the other
4 party. Once commenced, collective bargaining must continue for
5 at least a 60 day period, unless a contract is entered into.

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

1 If the parties engaged in collective bargaining fail to
2 reach an agreement within 45 days of the scheduled start of the
3 forthcoming school year and have not requested mediation, the
4 Illinois Educational Labor Relations Board shall invoke
5 mediation.

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

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

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

23 (2) Within 7 days after the initiation of the public
24 posting process, each party shall submit to the mediator,
25 the Board, and the other party in writing the most recent
26 offer of the party, including a cost summary of the offer.

1 Seven days after receipt of the parties' offers, the Board
2 shall make public the offers and each party's cost summary
3 dealing with those issues on which the parties have failed
4 to reach agreement by immediately posting the offers on
5 its Internet website, unless otherwise notified by the
6 mediator or jointly by the parties that agreement has been
7 reached. On the same day of publication by the Board, at a
8 minimum, the school district shall distribute notice of
9 the availability of the offers on the Board's Internet
10 website to all news media that have filed an annual
11 request for notices from the school district pursuant to
12 Section 2.02 of the Open Meetings Act. The parties' offers
13 shall remain on the Board's Internet website until the
14 parties have reached and ratified an agreement.

15 (a-10) This subsection (a-10) applies only to collective
16 bargaining between a public school district organized under
17 Article 34 of the School Code and an exclusive representative
18 of its employees.

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

1 submitting a written demand to the other party with a copy
2 of the demand submitted simultaneously to the Board.

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

1 either the Federal Mediation and Conciliation Service or
2 the American Arbitration Association and shall select a
3 fact-finder from such panel in accordance with the
4 procedures established by the organization providing the
5 panel.

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

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

11 (B) to identify disputed issues that are economic
12 in nature;

13 (C) to meet with the parties either separately or
14 in executive sessions;

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

17 (E) to request the Board to issue subpoenas
18 requiring the attendance and testimony of witnesses or
19 the production of evidence;

20 (F) to administer oaths and affirmations;

21 (G) to examine witnesses and documents;

22 (H) to create a full and complete written record
23 of the hearings;

24 (I) to attempt mediation or remand a disputed
25 issue to the parties for further collective
26 bargaining;

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

4 (K) to employ any other measures deemed
5 appropriate to resolve the impasse.

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

15 (A) the lawful authority of the employer;

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

18 (C) prior collective bargaining agreements and the
19 bargaining history between the parties;

20 (D) stipulations of the parties;

21 (E) the interests and welfare of the public and
22 the students and families served by the employer;

23 (F) the employer's financial ability to fund the
24 proposals based on existing available resources,
25 provided that such ability is not predicated on an
26 assumption that lines of credit or reserve funds are

1 available or that the employer may or will receive or
2 develop new sources of revenue or increase existing
3 sources of revenue;

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

6 (H) the present and future general economic
7 conditions in the locality and State;

8 (I) a comparison of the wages, hours, and
9 conditions of employment of the employees involved in
10 the dispute with the wages, hours, and conditions of
11 employment of employees performing similar services in
12 public education in the 10 largest U.S. cities;

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

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

25 (L) changes in any of the circumstances listed in
26 items (A) through (K) of this paragraph (4) during the

1 fact-finding proceedings;

2 (M) the effect that any term the parties are at
3 impasse on has or may have on the overall educational
4 environment, learning conditions, and working
5 conditions with the school district; and

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

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

24 (b) (Blank).

25 (c) The costs of fact finding and mediation shall be
26 shared equally between the employer and the exclusive

1 bargaining agent, provided that, for purposes of mediation
2 under this Act, if either party requests the use of mediation
3 services from the Federal Mediation and Conciliation Service,
4 or if not available, from the Illinois Department of Labor,
5 the other party shall either join in such request or bear the
6 additional cost of mediation services from another source. All
7 other costs and expenses of complying with this Section must
8 be borne by the party incurring them.

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

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

17 (Source: P.A. 101-664, eff. 4-2-21.)

18 (Text of Section after amendment by P.A. 103-1067)

19 Sec. 12. Impasse procedures.

20 (a) This subsection (a) applies only to collective
21 bargaining between an educational employer that is not a
22 public school district organized under Article 34 of the
23 School Code and an exclusive representative of its employees.
24 If the parties engaged in collective bargaining have not
25 reached an agreement by 90 days before the scheduled start of

1 the forthcoming school year, the parties shall notify the
2 Illinois Educational Labor Relations Board concerning the
3 status of negotiations. This notice shall include a statement
4 on whether mediation has been used.

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

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

1 make written findings and recommendations for resolution of
2 the dispute. Such mediation shall be provided by the Board and
3 shall be held before qualified impartial individuals. Nothing
4 prohibits the use of other individuals or organizations such
5 as the Federal Mediation and Conciliation Service or the
6 American Arbitration Association selected by both the
7 exclusive bargaining representative and the employer.

8 If the parties engaged in collective bargaining fail to
9 reach an agreement within 45 days of the scheduled start of the
10 forthcoming school year and have not requested mediation, the
11 Illinois Educational Labor Relations Board shall invoke
12 mediation.

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

16 (a-5) This subsection (a-5) applies only to collective
17 bargaining between a public school district or a combination
18 of public school districts, including, but not limited to,
19 joint cooperatives, that is not organized under Article 34 of
20 the School Code and an exclusive representative of its
21 employees.

22 (1) Any time 15 days after mediation has commenced,
23 either party may initiate the public posting process. The
24 mediator may initiate the public posting process at any
25 time 15 days after mediation has commenced during the
26 mediation process. Initiation of the public posting

1 process must be filed in writing with the Board, and
2 copies must be submitted to the parties on the same day the
3 initiation is filed with the Board.

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

22 (a-10) This subsection (a-10) applies only to collective
23 bargaining between a public school district organized under
24 Article 34 of the School Code and an exclusive representative
25 of its employees, other than educational employees who are
26 forbidden from striking under this Act. For educational

1 employees who are forbidden from striking, either the employer
2 or exclusive representative may elect to utilize the
3 fact-finding procedures set forth in this subsection (a-10),
4 except as otherwise specified in paragraph (5) of this
5 subsection (a-10).

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

16 (2) Within 3 days following a party's demand for
17 fact-finding, each party shall appoint one member of the
18 fact-finding panel, unless the parties agree to proceed
19 without a tri-partite panel. Following these appointments,
20 if any, the parties shall select a qualified impartial
21 individual to serve as the fact-finder and chairperson of
22 the fact-finding panel, if applicable. An individual shall
23 be considered qualified to serve as the fact-finder and
24 chairperson of the fact-finding panel, if applicable, if
25 he or she was not the same individual who was appointed as
26 the mediator and if he or she satisfies the following

1 requirements: membership in good standing with the
2 National Academy of Arbitrators, Federal Mediation and
3 Conciliation Service, or American Arbitration Association
4 for a minimum of 10 years; membership on the mediation
5 roster for the Illinois Labor Relations Board or Illinois
6 Educational Labor Relations Board; issuance of at least 5
7 interest arbitration awards arising under the Illinois
8 Public Labor Relations Act; and participation in impasse
9 resolution processes arising under private or public
10 sector collective bargaining statutes in other states. If
11 the parties are unable to agree on a fact-finder, the
12 parties shall request a panel of fact-finders who satisfy
13 the requirements set forth in this paragraph (2) from
14 either the Federal Mediation and Conciliation Service or
15 the American Arbitration Association and shall select a
16 fact-finder from such panel in accordance with the
17 procedures established by the organization providing the
18 panel.

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

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

24 (B) to identify disputed issues that are economic
25 in nature;

26 (C) to meet with the parties either separately or

1 in executive sessions;

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

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

7 (F) to administer oaths and affirmations;

8 (G) to examine witnesses and documents;

9 (H) to create a full and complete written record
10 of the hearings;

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

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

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

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

1 the following criteria as applicable:

2 (A) the lawful authority of the employer;

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

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

7 (D) stipulations of the parties;

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

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

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

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

21 (I) a comparison of the wages, hours, and
22 conditions of employment of the employees involved in
23 the dispute with the wages, hours, and conditions of
24 employment of employees performing similar services in
25 public education in the 10 largest U.S. cities, except
26 that for educational employees who are forbidden to

1 strike, this comparison shall be based on comparable
2 communities;

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

6 (K) the overall compensation presently received by
7 the employees involved in the dispute, including
8 direct wage compensation; vacations, holidays, and
9 other excused time; insurance and pensions; medical
10 and hospitalization benefits; the continuity and
11 stability of employment and all other benefits
12 received; and how each party's proposed compensation
13 structure supports the educational goals of the
14 district, however for educational employees who are
15 forbidden from striking, this analysis shall also
16 include all other employees who are employed by the
17 educational employer;

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

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

25 (N) the effect that any term the parties are at
26 impasse on has or may have in promoting the public

1 policy of this State.

2 (5) The fact-finding panel's recommended terms of
3 settlement shall be deemed agreed upon by the parties as
4 the final resolution of the disputed issues and
5 incorporated into the collective bargaining agreement
6 executed by the parties, unless either party tenders to
7 the other party and the chairperson of the fact-finding
8 panel a notice of rejection of the recommended terms of
9 settlement with a rationale for the rejection, within 15
10 days after the date of issuance of the fact-finding
11 panel's report. With regard to educational employees who
12 are forbidden from striking, if either party submits a
13 notice of rejection, either party may utilize mandatory
14 interest arbitration proceedings established in subsection
15 (e). For all other educational employees subject to this
16 subsection (a-10), if either party submits a notice of
17 rejection, the chairperson of the fact-finding panel shall
18 publish the fact-finding panel's report and the notice of
19 rejection for public information by delivering a copy to
20 all newspapers of general circulation in the community
21 with simultaneous written notice to the parties.

22 The changes made to this subsection (a-10) by this
23 amendatory Act of the 103rd General Assembly apply only to
24 collective bargaining agreements entered into, modified,
25 extended, or renewed on or after the effective date of this
26 amendatory Act of the 103rd General Assembly.

1 (b) (Blank).

2 (c) The costs of fact finding and mediation shall be
3 shared equally between the employer and the exclusive
4 bargaining agent, provided that, for purposes of mediation
5 under this Act, if either party requests the use of mediation
6 services from the Federal Mediation and Conciliation Service
7 or, if not available, from the Illinois Department of Labor,
8 the other party shall either join in such request or bear the
9 additional cost of mediation services from another source. All
10 other costs and expenses of complying with this Section must
11 be borne by the party incurring them.

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

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

20 (e) This subsection only applies to collective bargaining
21 between a public school district organized under Article 34 of
22 the School Code and an exclusive representative of educational
23 employees who are forbidden from striking under this Act after
24 the parties reach impasse when bargaining an initial and any
25 successor collective bargaining agreements. Educational
26 employees who are forbidden from striking have the right to

1 submit negotiation disputes regarding wages, hours, and
2 conditions of employment that are mandatory subjects of
3 bargaining for resolution through the following mandatory
4 arbitration procedures:

5 (1) For collective bargaining agreements between an
6 educational employer and exclusive representative,
7 mediation shall commence 30 days prior to the expiration
8 of a collective bargaining agreement; or upon 15 days'
9 notice from either party; or at such later time as the
10 mediation services chosen can be provided to the parties.
11 In mediation under this Section, if either party requests
12 the use of mediation services from the Federal Mediation
13 and Conciliation Service, the other party shall either
14 join in such request or bear the additional cost of
15 mediation services from another source. The mediator shall
16 have a duty to keep the Board informed on the progress of
17 the mediation. If any dispute has not been resolved within
18 15 days after the first meeting of the parties and the
19 mediator, or within such other time limit as may be
20 mutually agreed upon by the parties, either the exclusive
21 representative or employer may request of the other, in
22 writing, arbitration, and shall submit a copy of the
23 request to the Board.

24 (2) Within 10 days after such a request for
25 arbitration has been made, the educational employer shall
26 choose a delegate and the employees' exclusive

1 representative shall choose a delegate to a panel of
2 arbitration as provided in this Section. The employer and
3 employees shall forthwith advise the other and the Board
4 of their selections. The parties may agree to waive the
5 tripartite panel and use a sole arbitrator to resolve this
6 issue.

7 (3) Within 7 days after the request of either party,
8 the parties shall request a panel of impartial arbitrators
9 from which they shall select the neutral chairperson, or
10 sole arbitrator, according to the procedures provided in
11 this Section. If the parties have agreed to a contract
12 that contains a grievance resolution procedure, the
13 chairperson or sole arbitrator shall be selected using
14 their agreed contract procedure unless they mutually agree
15 to another procedure. If the parties fail to notify the
16 Board of their selection of a neutral chairperson within 7
17 days after receipt of the list of impartial arbitrators,
18 the Board shall appoint, at random, a neutral chairperson
19 from the list. In the absence of an agreed contract
20 procedure for selecting an impartial arbitrator, the
21 parties shall submit a request to the Federal Mediation
22 and Conciliation Service for a panel of 7 arbitrators who
23 are members in good standing with the National Academy of
24 Arbitrators, and have issued at least 5 interest
25 arbitration awards arising under the Illinois Public Labor
26 Relations Act or this Act. The parties shall conduct a

1 coin toss to determine who strikes first, and the parties
2 shall alternately strike arbitrators from the list until
3 one remains. The parties shall promptly notify the Board
4 of their selection.

5 (4) The chairperson or sole arbitrator shall call a
6 hearing to begin within 15 days and give reasonable notice
7 of the time and place of the hearing. The hearing shall be
8 held at the offices of the Board or at such other location
9 as the Board deems appropriate. The chairperson or sole
10 arbitrator shall preside over the hearing and shall take
11 testimony. Any oral or documentary evidence and other data
12 deemed relevant by the arbitration panel may be received
13 in evidence. The proceedings shall be informal. Technical
14 rules of evidence shall not apply and the competency of
15 the evidence shall not thereby be deemed impaired. A
16 verbatim record of the proceedings shall be made and the
17 arbitrator shall arrange for the necessary recording
18 service. Transcripts may be ordered at the expense of the
19 party ordering them, but the transcripts shall not be
20 necessary for a decision by the arbitration panel or sole
21 arbitrator. The expense of the proceedings, including a
22 fee for the chairperson or sole arbitrator, shall be borne
23 equally by each of the parties to the dispute. The
24 delegates, if public officers or employees, shall continue
25 on the payroll of the public employer without loss of pay.
26 The hearing conducted by the arbitration panel or sole

1 arbitrator may be adjourned from time to time, but unless
2 otherwise agreed by the parties, shall be concluded within
3 30 days of the time of its commencement. Majority actions
4 and rulings shall constitute the actions and rulings of
5 the arbitration panel. Arbitration proceedings under this
6 Section shall not be interrupted or terminated by reason
7 of any unfair labor practice charge filed by either party
8 at any time.

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

24 (6) At any time before the rendering of an award, the
25 chairperson of the arbitration panel or sole arbitrator,
26 if the chairperson of the arbitration panel or sole

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

9 (7) At or before the conclusion of the hearing held
10 pursuant to paragraph (4), the arbitration panel or sole
11 arbitrator shall identify the economic issues in dispute,
12 and direct each of the parties to submit, within such time
13 limit as the panel shall prescribe, to the arbitration
14 panel or sole arbitrator and to each other its last offer
15 of settlement on each economic issue. The determination of
16 the arbitration panel or sole arbitrator as to the issues
17 in dispute and as to which of these issues are economic
18 shall be conclusive. The arbitration panel or sole
19 arbitrator, 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 adopt 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
25 issue, the arbitration panel or sole arbitrator shall
26 adopt the last offer of settlement which, in the opinion

1 of the arbitration panel or sole arbitrator, more nearly
2 complies with the applicable factors prescribed in
3 paragraph (8). The findings, opinions, and order as to all
4 other issues shall be based upon the applicable factors
5 prescribed in paragraph (8).

6 (8) The arbitration decision shall be limited to
7 mandatory subjects of bargaining. If there is no agreement
8 between the parties, or if there is an agreement but the
9 parties have begun negotiations or discussions looking to
10 a new agreement or amendment of the existing agreement,
11 and wage rates or other conditions of employment under the
12 proposed new or amended agreement are in dispute, the
13 arbitration panel shall base its findings, opinions, and
14 order upon the following factors, as applicable:

15 (A) the lawful authority of the employer;

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

18 (C) prior collective bargaining agreements and the
19 bargaining history between the parties;

20 (D) stipulations of the parties;

21 (E) the interests and welfare of the public and
22 the students and families served by the employer;

23 (F) the employer's financial ability to fund the
24 proposals based on existing available resources,
25 provided that such ability is not predicated on an
26 assumption that lines of credit or reserve funds are

1 available or that the employer may or will receive or
2 develop new sources of revenue or increase existing
3 sources of revenue;

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

6 (H) the present and future general economic
7 conditions in the locality and State;

8 (I) a comparison of the wages, hours, and
9 conditions of employment of the employees involved in
10 the arbitration proceeding with the wages, hours, and
11 conditions of employment of other employees performing
12 similar services in public education in the 10 largest
13 cities in the United States;

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

17 (K) the overall compensation presently received by
18 the employees involved in the dispute and by all other
19 employees who are employed by the educational
20 employer, including direct wage compensation;
21 vacations, holidays, and other excused time, insurance
22 and pensions, medical and hospitalization benefits,
23 the continuity and stability of employment and all
24 other benefits received, and how each party's proposed
25 compensation structure supports the educational goals
26 of the district;

1 (L) changes in any of the circumstances listed in
2 items (A) through (K) of this paragraph (8) during the
3 arbitration proceedings;

4 (M) the effect that any term the parties are at
5 impasse on has or may have on the overall educational
6 environment, learning conditions, and working
7 conditions with the school district; and

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

11 No terms in the arbitration award or order may
12 conflict with any terms and conditions set forth in a
13 collective bargaining agreement between the educational
14 employer and another collective bargaining representative.

15 (9) Arbitration procedures shall be deemed to be
16 initiated by the filing of a letter requesting mediation
17 as required under paragraph (1). The commencement of a new
18 fiscal year after the initiation of arbitration procedures
19 under this Act, but before the arbitration decision, or
20 its enforcement, shall not be deemed to render a dispute
21 moot, or to otherwise impair the jurisdiction or authority
22 of the arbitration panel or sole arbitrator or its
23 decision. Increases in rates of compensation awarded by
24 the arbitration panel or sole arbitrator may be effective
25 only at the start of the fiscal year next commencing after
26 the date of the arbitration award. If a new fiscal year has

1 commenced either since the initiation of arbitration
2 procedures under this Act or since any mutually agreed
3 extension of the statutorily required period of mediation
4 under this Act by the parties to the labor dispute causing
5 a delay in the initiation of arbitration, the foregoing
6 limitations shall be inapplicable, and such awarded
7 increases may be retroactive to the commencement of the
8 fiscal year, any other statute or charter provisions to
9 the contrary, notwithstanding. At any time the parties, by
10 stipulation, may amend or modify an award of arbitration.

11 (10) Orders of the arbitration panel or sole
12 arbitrator shall be reviewable, upon appropriate petition
13 by either the educational employer or the exclusive
14 bargaining representative, by the circuit court for the
15 county in which the dispute arose or in which a majority of
16 the affected employees reside, but only for reasons that
17 the arbitration panel or sole arbitrator was without or
18 exceeded its statutory authority; the order is arbitrary,
19 or capricious; or the order was procured by fraud,
20 collusion, or other similar and unlawful means. Such
21 petitions for review must be filed with the appropriate
22 circuit court within 90 days following the issuance of the
23 arbitration order. The pendency of such proceeding for
24 review shall not automatically stay the order of the
25 arbitration panel or sole arbitrator. The party against
26 whom the final decision of any such court shall be

1 adverse, if such court finds such appeal or petition to be
2 frivolous, shall pay reasonable attorney's fees and costs
3 to the successful party as determined by said court in its
4 discretion. If said court's decision affirms the award of
5 money, such award, if retroactive, shall bear interest at
6 the rate of 12% per annum from the effective retroactive
7 date.

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

17 (12) The educational employees covered by this Section
18 may not withhold services, nor may educational employers
19 lock out or prevent such employees from performing
20 services at any time.

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

26 The governing body shall review each term decided by

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

25 (14) If the governing body of the employer votes to
26 reject the panel's or sole arbitrator's decision, the

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

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

14 (16) The costs of mediation and arbitration shall be
15 shared equally between the educational employer and the
16 exclusive bargaining agent, provided that for purposes of
17 mediation under this Act, if either party requests the use
18 of mediation services from the Federal Mediation and
19 Conciliation Service, the other party shall either join in
20 such request or bear the additional cost of mediation
21 services from another source. All other costs and expenses
22 of complying with this Section must be borne by the party
23 incurring them, except as otherwise expressly provided.

24 (17) If an educational employer or exclusive
25 bargaining representative refuses to participate in
26 mediation or arbitration when required by this Section,

1 the refusal shall be deemed a refusal to bargain in good
2 faith.

3 (18) Nothing in this Act prevents an employer and an
4 exclusive bargaining representative who are not subject to
5 mandatory arbitration under this Section from mutually
6 submitting to final and binding impartial arbitration
7 unresolved issues concerning the terms of a new collective
8 bargaining agreement.

9 This subsection (e) applies only to collective bargaining
10 agreements entered into, modified, extended, or renewed on or
11 after the effective date of this amendatory Act of the 103rd
12 General Assembly.

13 (Source: P.A. 103-1067, eff. 1-1-26.)

14 Section 25. The Code of Civil Procedure is amended by
15 adding Section 8-804.6 as follows:

16 (735 ILCS 5/8-804.6 new)

17 Sec. 8-804.6. Mediator and parties to mediation.

18 (a) A mediator or agency employing a mediator shall not be
19 compelled to disclose in any court or to any administrative
20 board or agency arbitration or proceeding, whether civil or
21 criminal, any mediation communications or mediation documents
22 received or created during a mediation. Mediation
23 communications and mediation documents shall not be admissible
24 as evidence in any action or proceeding, including, but not

1 limited to, a judicial, administrative or arbitration action
2 or proceeding.

3 (b) A mediator may not testify about, use, or reveal
4 information obtained during the course of a mediation.

5 Section 95. No acceleration or delay. Where this Act makes
6 changes in a statute that is represented in this Act by text
7 that is not yet or no longer in effect (for example, a Section
8 represented by multiple versions), the use of that text does
9 not accelerate or delay the taking effect of (i) the changes
10 made by this Act or (ii) provisions derived from any other
11 Public Act.

12 Section 99. Effective date. This Act takes effect upon
13 becoming law.".