

HB5783



102ND GENERAL ASSEMBLY

State of Illinois

2021 and 2022

HB5783

Introduced 11/16/2022, by Rep. Stephanie A. Kifowit

SYNOPSIS AS INTRODUCED:

5 ILCS 315/14

from Ch. 48, par. 1614

Amends the Illinois Public Labor Relations Act. In provisions governing peace officer disputes, provides that an arbitration decision may include residency requirements in municipalities with a population under 1,000,000 (instead of 100,000) and shall not include residency requirements in municipalities with a population of at least 1,000,000 (instead of 100,000). Effective immediately.

LRB102 28337 RJT 40208 b

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 Section 14 as follows:

6 (5 ILCS 315/14) (from Ch. 48, par. 1614)

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

9 (a) In the case of collective bargaining agreements
10 involving units of security employees of a public employer,
11 Peace Officer Units, or units of fire fighters or paramedics,
12 and in the case of disputes under Section 18, unless the
13 parties mutually agree to some other time limit, mediation
14 shall commence 30 days prior to the expiration date of such
15 agreement or at such later time as the mediation services
16 chosen under subsection (b) of Section 12 can be provided to
17 the parties. In the case of negotiations for an initial
18 collective bargaining agreement, mediation shall commence upon
19 15 days notice from either party or at such later time as the
20 mediation services chosen pursuant to subsection (b) of
21 Section 12 can be provided to the parties. In mediation under
22 this Section, if either party requests the use of mediation
23 services from the Federal Mediation and Conciliation Service,

1 the other party shall either join in such request or bear the
2 additional cost of mediation services from another source. The
3 mediator shall have a duty to keep the Board informed on the
4 progress of the mediation. If any dispute has not been
5 resolved within 15 days after the first meeting of the parties
6 and the mediator, or within such other time limit as may be
7 mutually agreed upon by the parties, either the exclusive
8 representative or employer may request of the other, in
9 writing, arbitration, and shall submit a copy of the request
10 to the Board.

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

17 (c) Within 7 days after the request of either party, the
18 parties shall request a panel of impartial arbitrators from
19 which they shall select the neutral chairman according to the
20 procedures provided in this Section. If the parties have
21 agreed to a contract that contains a grievance resolution
22 procedure as provided in Section 8, the chairman shall be
23 selected using their agreed contract procedure unless they
24 mutually agree to another procedure. If the parties fail to
25 notify the Board of their selection of neutral chairman within
26 7 days after receipt of the list of impartial arbitrators, the

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

23 (d) The chairman shall call a hearing to begin within 15
24 days and give reasonable notice of the time and place of the
25 hearing. The hearing shall be held at the offices of the Board
26 or at such other location as the Board deems appropriate. The

1 chairman shall preside over the hearing and shall take
2 testimony. Any oral or documentary evidence and other data
3 deemed relevant by the arbitration panel may be received in
4 evidence. The proceedings shall be informal. Technical rules
5 of evidence shall not apply and the competency of the evidence
6 shall not thereby be deemed impaired. A verbatim record of the
7 proceedings shall be made and the arbitrator shall arrange for
8 the necessary recording service. Transcripts may be ordered at
9 the expense of the party ordering them, but the transcripts
10 shall not be necessary for a decision by the arbitration
11 panel. The expense of the proceedings, including a fee for the
12 chairman, shall be borne equally by each of the parties to the
13 dispute. The delegates, if public officers or employees, shall
14 continue on the payroll of the public employer without loss of
15 pay. The hearing conducted by the arbitration panel may be
16 adjourned from time to time, but unless otherwise agreed by
17 the parties, shall be concluded within 30 days of the time of
18 its commencement. Majority actions and rulings shall
19 constitute the actions and rulings of the arbitration panel.
20 Arbitration proceedings under this Section shall not be
21 interrupted or terminated by reason of any unfair labor
22 practice charge filed by either party at any time.

23 (e) The arbitration panel may administer oaths, require
24 the attendance of witnesses, and the production of such books,
25 papers, contracts, agreements and documents as may be deemed
26 by it material to a just determination of the issues in

1 dispute, and for such purpose may issue subpoenas. If any
2 person refuses to obey a subpoena, or refuses to be sworn or to
3 testify, or if any witness, party or attorney is guilty of any
4 contempt while in attendance at any hearing, the arbitration
5 panel may, or the attorney general if requested shall, invoke
6 the aid of any circuit court within the jurisdiction in which
7 the hearing is being held, which court shall issue an
8 appropriate order. Any failure to obey the order may be
9 punished by the court as contempt.

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

19 (g) At or before the conclusion of the hearing held
20 pursuant to subsection (d), the arbitration panel shall
21 identify the economic issues in dispute, and direct each of
22 the parties to submit, within such time limit as the panel
23 shall prescribe, to the arbitration panel and to each other
24 its last offer of settlement on each economic issue. The
25 determination of the arbitration panel as to the issues in
26 dispute and as to which of these issues are economic shall be

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

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

21 (1) The lawful authority of the employer.

22 (2) Stipulations of the parties.

23 (3) The interests and welfare of the public and the
24 financial ability of the unit of government to meet those
25 costs.

26 (4) Comparison of the wages, hours and conditions of

1 employment of the employees involved in the arbitration
2 proceeding with the wages, hours and conditions of
3 employment of other employees performing similar services
4 and with other employees generally:

5 (A) In public employment in comparable
6 communities.

7 (B) In private employment in comparable
8 communities.

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

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

16 (7) Changes in any of the foregoing circumstances
17 during the pendency of the arbitration proceedings.

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

25 (i) In the case of peace officers, the arbitration
26 decision shall be limited to wages, hours, and conditions of

1 employment (which may include residency requirements in
2 municipalities with a population under 1,000,000 ~~100,000~~, but
3 those residency requirements shall not allow residency outside
4 of Illinois) and shall not include the following: i) residency
5 requirements in municipalities with a population of at least
6 1,000,000 ~~100,000~~; ii) the type of equipment, other than
7 uniforms, issued or used; iii) manning; iv) the total number
8 of employees employed by the department; v) mutual aid and
9 assistance agreements to other units of government; and vi)
10 the criterion pursuant to which force, including deadly force,
11 can be used; provided, nothing herein shall preclude an
12 arbitration decision regarding equipment or manning levels if
13 such decision is based on a finding that the equipment or
14 manning considerations in a specific work assignment involve a
15 serious risk to the safety of a peace officer beyond that which
16 is inherent in the normal performance of police duties.
17 Limitation of the terms of the arbitration decision pursuant
18 to this subsection shall not be construed to limit the factors
19 upon which the decision may be based, as set forth in
20 subsection (h).

21 In the case of fire fighter, and fire department or fire
22 district paramedic matters, the arbitration decision shall be
23 limited to wages, hours, and conditions of employment
24 (including manning and also including residency requirements
25 in municipalities with a population under 1,000,000, but those
26 residency requirements shall not allow residency outside of

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

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

25 To preserve historical bargaining rights, this subsection
26 shall not apply to any provision of a fire fighter collective

1 bargaining agreement in effect and applicable on the effective
2 date of this Act; provided, however, nothing herein shall
3 preclude arbitration with respect to any such provision.

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

25 (k) Orders of the arbitration panel shall be reviewable,
26 upon appropriate petition by either the public employer or the

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

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

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

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

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

1 the governing body for ratification and adoption in accordance
2 with the procedures and voting requirements set forth in this
3 Section. The voting requirements of this subsection shall
4 apply to all disputes submitted to arbitration pursuant to
5 this Section notwithstanding any contrary voting requirements
6 contained in any existing collective bargaining agreement
7 between the parties.

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

16 (p) Notwithstanding the provisions of this Section the
17 employer and exclusive representative may agree to submit
18 unresolved disputes concerning wages, hours, terms and
19 conditions of employment to an alternative form of impasse
20 resolution.

21 The amendatory changes to this Section made by Public Act
22 101-652 take effect July 1, 2022.

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

24 Section 99. Effective date. This Act takes effect upon
25 becoming law.