



100TH GENERAL ASSEMBLY

State of Illinois

2017 and 2018

HB0620

by Rep. Emanuel Chris Welch

SYNOPSIS AS INTRODUCED:

5 ILCS 315/8
5 ILCS 315/14

from Ch. 48, par. 1608
from Ch. 48, par. 1614

Amends the Illinois Public Labor Relations Act. Provides that, unless mutually agreed otherwise, any party to a collective bargaining agreement who fails to timely comply with an arbitration award or who, after timely demand, fails to submit a grievance dispute concerning the administration or interpretation of an agreement to arbitration shall pay to the prevailing party all reasonable costs of the proceeding in the trial and reviewing courts. Provides that, unless mutually agreed otherwise, any party to a collective bargaining agreement who obtains a stay of an award issued by an arbitration panel or single arbitrator, or any mutually agreed procedures, shall pay all reasonable costs of the proceedings in the reviewing courts. Provides for permissive subjects of collective bargaining. Makes conforming change. Effective immediately.

LRB100 06099 RJF 16131 b

FISCAL NOTE ACT
MAY APPLY

A BILL FOR

1 AN ACT concerning government.

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

4 Section 5. The Illinois Public Labor Relations Act is
5 amended by changing Sections 8 and 14 as follows:

6 (5 ILCS 315/8) (from Ch. 48, par. 1608)

7 Sec. 8. Grievance Procedure; attorneys' fees. The
8 collective bargaining agreement negotiated between the
9 employer and the exclusive representative shall contain a
10 grievance resolution procedure which shall apply to all
11 employees in the bargaining unit and shall provide for final
12 and binding arbitration of disputes concerning the
13 administration or interpretation of the agreement unless
14 mutually agreed otherwise. Any agreement containing a final and
15 binding arbitration provision shall also contain a provision
16 prohibiting strikes for the duration of the agreement. The
17 grievance and arbitration provisions of any collective
18 bargaining agreement shall be subject to the Illinois "Uniform
19 Arbitration Act". The costs of such arbitration shall be borne
20 equally by the employer and the employee organization.

21 Unless mutually agreed otherwise, any party to a collective
22 bargaining agreement who fails to timely comply with an
23 arbitration award or who, after timely demand, fails to submit

1 a grievance dispute concerning the administration or
2 interpretation of an agreement to arbitration shall pay to the
3 prevailing party all reasonable costs of the proceeding in the
4 trial and reviewing courts, including reasonable attorneys'
5 fees, as determined by the court, incurred in relation to any
6 action to confirm or amend an award or to compel or stay
7 arbitration of a grievance in the event the final, unappealable
8 decision of the reviewing courts is adverse to the
9 non-compliant party. Any mutual agreements otherwise shall be a
10 permissive subject of bargaining.

11 (Source: P.A. 83-1012.)

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
25 15 days notice from either party or at such later time as the

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

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

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

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

25 (d) The chairman shall call a hearing to begin within 15
26 days and give reasonable notice of the time and place of the

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

25 (e) The arbitration panel may administer oaths, require the
26 attendance of witnesses, and the production of such books,

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

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

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

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

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

23 (1) The lawful authority of the employer.

24 (2) Stipulations of the parties.

25 (3) The interests and welfare of the public and the
26 financial ability of the unit of government to meet those

1 costs.

2 (4) Comparison of the wages, hours and conditions of
3 employment of the employees involved in the arbitration
4 proceeding with the wages, hours and conditions of
5 employment of other employees performing similar services
6 and with other employees generally:

7 (A) In public employment in comparable
8 communities.

9 (B) In private employment in comparable
10 communities.

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

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

18 (7) Changes in any of the foregoing circumstances
19 during the pendency of the arbitration proceedings.

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

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

22 In the case of fire fighter, and fire department or fire
23 district paramedic matters, the arbitration decision shall be
24 limited to wages, hours, and conditions of employment
25 (including manning and also including residency requirements
26 in municipalities with a population under 1,000,000, but those

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

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

26 To preserve historical bargaining rights, this subsection

1 shall not apply to any provision of a fire fighter collective
2 bargaining agreement in effect and applicable on the effective
3 date of this Act; provided, however, nothing herein shall
4 preclude arbitration with respect to any such provision.

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

26 (k) Orders of the arbitration panel shall be reviewable,

1 upon appropriate petition by either the public employer or the
2 exclusive bargaining representative, by the circuit court for
3 the county in which the dispute arose or in which a majority of
4 the affected employees reside, but only for reasons that the
5 arbitration panel was without or exceeded its statutory
6 authority; the order is arbitrary, or capricious; or the order
7 was procured by fraud, collusion or other similar and unlawful
8 means. Such petitions for review must be filed with the
9 appropriate circuit court within 90 days following the issuance
10 of the arbitration order. The pendency of such proceeding for
11 review shall not automatically stay the order of the
12 arbitration panel. The party against whom the final decision of
13 any such court shall be adverse, if such court finds such
14 appeal or petition to be frivolous, shall pay reasonable
15 attorneys' fees and costs to the successful party as determined
16 by said court in its discretion. Unless mutually agreed
17 otherwise, any party to a collective bargaining agreement who
18 obtains a stay of an award issued by an arbitration panel or
19 single arbitrator under the authority of this Section, or any
20 mutually agreed procedures, shall pay all reasonable costs of
21 the proceedings in the reviewing courts, including reasonable
22 attorneys' fees, as determined by the court, in the event the
23 final, unappealable decision of the reviewing courts is adverse
24 to that party. Any mutually agreed procedures providing for
25 submission of disputes to which this Section applies to an
26 arbitrator other than an arbitration panel shall be a

1 permissive subject of bargaining. If said court's decision
2 affirms the award of money, such award, if retroactive, shall
3 bear interest at the rate of 12 percent per annum from the
4 effective retroactive date.

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

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

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

22 The governing body shall review each term decided by the
23 arbitration panel. If the governing body fails to reject one or
24 more terms of the arbitration panel's decision by a 3/5 vote of
25 those duly elected and qualified members of the governing body,
26 within 20 days of issuance, or in the case of firefighters

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

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

1 employer.

2 (p) Notwithstanding the provisions of this Section the
3 employer and exclusive representative may agree to submit
4 unresolved disputes concerning wages, hours, terms and
5 conditions of employment to an alternative form of impasse
6 resolution.

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

8 Section 99. Effective date. This Act takes effect upon
9 becoming law.