

HB3638



100TH GENERAL ASSEMBLY

State of Illinois

2017 and 2018

HB3638

by Rep. Mark Batinick

SYNOPSIS AS INTRODUCED:

5 ILCS 315/14
820 ILCS 320/10

from Ch. 48, par. 1614

Amends the Illinois Public Labor Relations Act. Provides that in the case of fire fighters, fire departments, or fire district paramedics, arbitration decisions concerning conditions of employment do not include manning levels. Amends the Public Safety Employee Benefits Act. Defines "catastrophic injury" as an injury where the direct and proximate consequences of the injury permanently prevent an individual from performing any gainful work.

LRB100 09932 RJF 20103 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 Section
21 12 can be provided to the parties. In mediation under this
22 Section, if either party requests the use of mediation services
23 from the Federal Mediation and Conciliation Service, the other

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

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

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

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

21 (d) The chairman shall call a hearing to begin within 15
22 days and give reasonable notice of the time and place of the
23 hearing. The hearing shall be held at the offices of the Board
24 or at such other location as the Board deems appropriate. The
25 chairman shall preside over the hearing and shall take
26 testimony. Any oral or documentary evidence and other data

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

21 (e) The arbitration panel may administer oaths, require the
22 attendance of witnesses, and the production of such books,
23 papers, contracts, agreements and documents as may be deemed by
24 it material to a just determination of the issues in dispute,
25 and for such purpose may issue subpoenas. If any person refuses
26 to obey a subpoena, or refuses to be sworn or to testify, or if

1 any witness, party or attorney is guilty of any contempt while
2 in attendance at any hearing, the arbitration panel may, or the
3 attorney general if requested shall, invoke the aid of any
4 circuit court within the jurisdiction in which the hearing is
5 being held, which court shall issue an appropriate order. Any
6 failure to obey the order may be punished by the court as
7 contempt.

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

17 (g) At or before the conclusion of the hearing held
18 pursuant to subsection (d), the arbitration panel shall
19 identify the economic issues in dispute, and direct each of the
20 parties to submit, within such time limit as the panel shall
21 prescribe, to the arbitration panel and to each other its last
22 offer of settlement on each economic issue. The determination
23 of the arbitration panel as to the issues in dispute and as to
24 which of these issues are economic shall be conclusive. The
25 arbitration panel, within 30 days after the conclusion of the
26 hearing, or such further additional periods to which the

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

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

19 (1) The lawful authority of the employer.

20 (2) Stipulations of the parties.

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

24 (4) Comparison of the wages, hours and conditions of
25 employment of the employees involved in the arbitration
26 proceeding with the wages, hours and conditions of

1 employment of other employees performing similar services
2 and with other employees generally:

3 (A) In public employment in comparable
4 communities.

5 (B) In private employment in comparable
6 communities.

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

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

14 (7) Changes in any of the foregoing circumstances
15 during the pendency of the arbitration proceedings.

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

23 (i) In the case of peace officers, the arbitration decision
24 shall be limited to wages, hours, and conditions of employment
25 (which may include residency requirements in municipalities
26 with a population under 1,000,000, but those residency

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

18 In the case of fire fighter, and fire department or fire
19 district paramedic matters, the arbitration decision shall be
20 limited to wages, hours, and conditions of employment (which
21 may include ~~including manning and also including~~ residency
22 requirements in municipalities with a population under
23 1,000,000, but those residency requirements shall not allow
24 residency outside of Illinois) and shall not include the
25 following matters: i) residency requirements in municipalities
26 with a population of at least 1,000,000; ii) the type of

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

15 The changes to this subsection (i) made by Public Act
16 90-385 (relating to residency requirements) do not apply to
17 persons who are employed by a combined department that performs
18 both police and firefighting services; these persons shall be
19 governed by the provisions of this subsection (i) relating to
20 peace officers, as they existed before the amendment by Public
21 Act 90-385.

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

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

22 (k) Orders of the arbitration panel shall be reviewable,
23 upon appropriate petition by either the public employer or the
24 exclusive bargaining representative, by the circuit court for
25 the county in which the dispute arose or in which a majority of
26 the affected employees reside, but only for reasons that the

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

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

24 (m) Security officers of public employers, and Peace
25 Officers, Fire Fighters and fire department and fire protection
26 district paramedics, covered by this Section may not withhold

1 services, nor may public employers lock out or prevent such
2 employees from performing services at any time.

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

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

1 submitted to arbitration pursuant to this Section
2 notwithstanding any contrary voting requirements contained in
3 any existing collective bargaining agreement between the
4 parties.

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

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

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

19 Section 10. The Public Safety Employee Benefits Act is
20 amended by changing Section 10 as follows:

21 (820 ILCS 320/10)

22 Sec. 10. Required health coverage benefits.

23 (a) An employer who employs a full-time law enforcement,
24 correctional or correctional probation officer, or

1 firefighter, who, on or after the effective date of this Act
2 suffers a catastrophic injury or is killed in the line of duty
3 shall pay the entire premium of the employer's health insurance
4 plan for the injured employee, the injured employee's spouse,
5 and for each dependent child of the injured employee until the
6 child reaches the age of majority or until the end of the
7 calendar year in which the child reaches the age of 25 if the
8 child continues to be dependent for support or the child is a
9 full-time or part-time student and is dependent for support.
10 The term "health insurance plan" does not include supplemental
11 benefits that are not part of the basic group health insurance
12 plan. If the injured employee subsequently dies, the employer
13 shall continue to pay the entire health insurance premium for
14 the surviving spouse until remarried and for the dependent
15 children under the conditions established in this Section.
16 However:

17 (1) Health insurance benefits payable from any other
18 source shall reduce benefits payable under this Section.

19 (2) It is unlawful for a person to willfully and
20 knowingly make, or cause to be made, or to assist, conspire
21 with, or urge another to make, or cause to be made, any
22 false, fraudulent, or misleading oral or written statement
23 to obtain health insurance coverage as provided under this
24 Section. A violation of this item is a Class A misdemeanor.

25 (3) Upon conviction for a violation described in item
26 (2), a law enforcement, correctional or correctional

1 probation officer, or other beneficiary who receives or
2 seeks to receive health insurance benefits under this
3 Section shall forfeit the right to receive health insurance
4 benefits and shall reimburse the employer for all benefits
5 paid due to the fraud or other prohibited activity. For
6 purposes of this item, "conviction" means a determination
7 of guilt that is the result of a plea or trial, regardless
8 of whether adjudication is withheld.

9 (b) In order for the law enforcement, correctional or
10 correctional probation officer, firefighter, spouse, or
11 dependent children to be eligible for insurance coverage under
12 this Act, the injury or death must have occurred as the result
13 of the officer's response to fresh pursuit, the officer or
14 firefighter's response to what is reasonably believed to be an
15 emergency, an unlawful act perpetrated by another, or during
16 the investigation of a criminal act. Nothing in this Section
17 shall be construed to limit health insurance coverage or
18 pension benefits for which the officer, firefighter, spouse, or
19 dependent children may otherwise be eligible.

20 (c) As used in this Section, "catastrophic injury" means an
21 injury where the direct and proximate consequences of the
22 injury permanently prevent an individual from performing any
23 gainful work.

24 (Source: P.A. 90-535, eff. 11-14-97.)