



## 100TH GENERAL ASSEMBLY

### State of Illinois

2017 and 2018

SB2438

Introduced 1/30/2018, by Sen. Chuck Weaver

#### SYNOPSIS AS INTRODUCED:

See Index

Amends the Illinois Public Labor Relations Act. Provides that if a unit of local government, as an employer, and public employees provide for arbitration of impasses, the employer's financial ability to fund the proposals based on existing available resources shall be given primary consideration, provided that such ability is not predicated on an assumption that lines of credit or reserve funds are available or that the employer may or will receive or develop new sources of revenue or increase existing sources of revenue. Modifies the factors by which an arbitration panel shall base its findings, opinions, and order on a new agreement or amendment upon. Provides that arbitration decisions regarding peace officers, fire fighters, and fire department or fire district paramedic matters under the Act shall not include residency requirements. Amends the Illinois Educational Labor Relations Act. With respect to collective bargaining between an educational employer (other than the Chicago school district) and an exclusive representative of its employees, provides that when making wage and benefit determinations during interest arbitration, the employer's financial ability to fund the proposals based on existing available resources shall be given primary consideration, provided that such ability is not predicated on an assumption that lines of credit or reserve funds are available or that the employer may or will receive or develop new sources of revenue or increase existing sources of revenue.

LRB100 16452 RJF 32083 b

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 7 and 14 as follows:

6 (5 ILCS 315/7) (from Ch. 48, par. 1607)

7 Sec. 7. Duty to bargain. A public employer and the  
8 exclusive representative have the authority and the duty to  
9 bargain collectively set forth in this Section.

10 For the purposes of this Act, "to bargain collectively"  
11 means the performance of the mutual obligation of the public  
12 employer or his designated representative and the  
13 representative of the public employees to meet at reasonable  
14 times, including meetings in advance of the budget-making  
15 process, and to negotiate in good faith with respect to wages,  
16 hours, and other conditions of employment, not excluded by  
17 Section 4 of this Act, or the negotiation of an agreement, or  
18 any question arising thereunder and the execution of a written  
19 contract incorporating any agreement reached if requested by  
20 either party, but such obligation does not compel either party  
21 to agree to a proposal or require the making of a concession.

22 The duty "to bargain collectively" shall also include an  
23 obligation to negotiate over any matter with respect to wages,

1 hours and other conditions of employment, not specifically  
2 provided for in any other law or not specifically in violation  
3 of the provisions of any law. If any other law pertains, in  
4 part, to a matter affecting the wages, hours and other  
5 conditions of employment, such other law shall not be construed  
6 as limiting the duty "to bargain collectively" and to enter  
7 into collective bargaining agreements containing clauses which  
8 either supplement, implement, or relate to the effect of such  
9 provisions in other laws.

10 The duty "to bargain collectively" shall also include  
11 negotiations as to the terms of a collective bargaining  
12 agreement. The parties may, by mutual agreement, provide for  
13 arbitration of impasses resulting from their inability to agree  
14 upon wages, hours and terms and conditions of employment to be  
15 included in a collective bargaining agreement. Such  
16 arbitration provisions shall be subject to the Illinois  
17 "Uniform Arbitration Act" unless agreed by the parties. If a  
18 unit of local government, as an employer, and public employees  
19 provide for arbitration of impasses, the employer's financial  
20 ability to fund the proposals based on existing available  
21 resources shall be given primary consideration, provided that  
22 such ability is not predicated on an assumption that lines of  
23 credit or reserve funds are available or that the employer may  
24 or will receive or develop new sources of revenue or increase  
25 existing sources of revenue.

26 The duty "to bargain collectively" shall also mean that no

1 party to a collective bargaining contract shall terminate or  
2 modify such contract, unless the party desiring such  
3 termination or modification:

4 (1) serves a written notice upon the other party to the  
5 contract of the proposed termination or modification 60  
6 days prior to the expiration date thereof, or in the event  
7 such contract contains no expiration date, 60 days prior to  
8 the time it is proposed to make such termination or  
9 modification;

10 (2) offers to meet and confer with the other party for  
11 the purpose of negotiating a new contract or a contract  
12 containing the proposed modifications;

13 (3) notifies the Board within 30 days after such notice  
14 of the existence of a dispute, provided no agreement has  
15 been reached by that time; and

16 (4) continues in full force and effect, without  
17 resorting to strike or lockout, all the terms and  
18 conditions of the existing contract for a period of 60 days  
19 after such notice is given to the other party or until the  
20 expiration date of such contract, whichever occurs later.

21 The duties imposed upon employers, employees and labor  
22 organizations by paragraphs (2), (3) and (4) shall become  
23 inapplicable upon an intervening certification of the Board,  
24 under which the labor organization, which is a party to the  
25 contract, has been superseded as or ceased to be the exclusive  
26 representative of the employees pursuant to the provisions of

1 subsection (a) of Section 9, and the duties so imposed shall  
2 not be construed as requiring either party to discuss or agree  
3 to any modification of the terms and conditions contained in a  
4 contract for a fixed period, if such modification is to become  
5 effective before such terms and conditions can be reopened  
6 under the provisions of the contract.

7 Collective bargaining for home care and home health workers  
8 who function as personal assistants and individual maintenance  
9 home health workers under the Home Services Program shall be  
10 limited to the terms and conditions of employment under the  
11 State's control, as defined in Public Act 93-204 or this  
12 amendatory Act of the 97th General Assembly, as applicable.

13 Collective bargaining for child and day care home providers  
14 under the child care assistance program shall be limited to the  
15 terms and conditions of employment under the State's control,  
16 as defined in this amendatory Act of the 94th General Assembly.

17 Notwithstanding any other provision of this Section,  
18 whenever collective bargaining is for the purpose of  
19 establishing an initial agreement following original  
20 certification of units with fewer than 35 employees, with  
21 respect to public employees other than peace officers, fire  
22 fighters, and security employees, the following apply:

23 (1) Not later than 10 days after receiving a written  
24 request for collective bargaining from a labor  
25 organization that has been newly certified as a  
26 representative as defined in Section 6(c), or within such

1 further period as the parties agree upon, the parties shall  
2 meet and commence to bargain collectively and shall make  
3 every reasonable effort to conclude and sign a collective  
4 bargaining agreement.

5 (2) If anytime after the expiration of the 90-day  
6 period beginning on the date on which bargaining is  
7 commenced the parties have failed to reach an agreement,  
8 either party may notify the Illinois Public Labor Relations  
9 Board of the existence of a dispute and request mediation  
10 in accordance with the provisions of Section 14 of this  
11 Act.

12 (3) If after the expiration of the 30-day period  
13 beginning on the date on which mediation commenced, or such  
14 additional period as the parties may agree upon, the  
15 mediator is not able to bring the parties to agreement by  
16 conciliation, either the exclusive representative of the  
17 employees or the employer may request of the other, in  
18 writing, arbitration and shall submit a copy of the request  
19 to the board. Upon submission of the request for  
20 arbitration, the parties shall be required to participate  
21 in the impasse arbitration procedures set forth in Section  
22 14 of this Act, except the right to strike shall not be  
23 considered waived pursuant to Section 17 of this Act, until  
24 the actual convening of the arbitration hearing.

25 (Source: P.A. 97-1158, eff. 1-29-13; 98-1004, eff. 8-18-14.)

1 (5 ILCS 315/14) (from Ch. 48, par. 1614)

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

4 (a) In the case of collective bargaining agreements  
5 involving units of security employees of a public employer,  
6 Peace Officer Units, or units of fire fighters or paramedics,  
7 and in the case of disputes under Section 18, unless the  
8 parties mutually agree to some other time limit, mediation  
9 shall commence 30 days prior to the expiration date of such  
10 agreement or at such later time as the mediation services  
11 chosen under subsection (b) of Section 12 can be provided to  
12 the parties. In the case of negotiations for an initial  
13 collective bargaining agreement, mediation shall commence upon  
14 15 days notice from either party or at such later time as the  
15 mediation services chosen pursuant to subsection (b) of Section  
16 12 can be provided to the parties. In mediation under this  
17 Section, if either party requests the use of mediation services  
18 from the Federal Mediation and Conciliation Service, the other  
19 party shall either join in such request or bear the additional  
20 cost of mediation services from another source. The mediator  
21 shall have a duty to keep the Board informed on the progress of  
22 the mediation. If any dispute has not been resolved within 15  
23 days after the first meeting of the parties and the mediator,  
24 or within such other time limit as may be mutually agreed upon  
25 by the parties, either the exclusive representative or employer  
26 may request of the other, in writing, arbitration, and shall

1 submit a copy of the request to the Board.

2 (b) Within 10 days after such a request for arbitration has  
3 been made, the employer shall choose a delegate and the  
4 employees' exclusive representative shall choose a delegate to  
5 a panel of arbitration as provided in this Section. The  
6 employer and employees shall forthwith advise the other and the  
7 Board of their selections.

8 (c) Within 7 days after the request of either party, the  
9 parties shall request a panel of impartial arbitrators from  
10 which they shall select the neutral chairman according to the  
11 procedures provided in this Section. If the parties have agreed  
12 to a contract that contains a grievance resolution procedure as  
13 provided in Section 8, the chairman shall be selected using  
14 their agreed contract procedure unless they mutually agree to  
15 another procedure. If the parties fail to notify the Board of  
16 their selection of neutral chairman within 7 days after receipt  
17 of the list of impartial arbitrators, the Board shall appoint,  
18 at random, a neutral chairman from the list. In the absence of  
19 an agreed contract procedure for selecting an impartial  
20 arbitrator, either party may request a panel from the Board.  
21 Within 7 days of the request of either party, the Board shall  
22 select from the Public Employees Labor Mediation Roster 7  
23 persons who are on the labor arbitration panels of either the  
24 American Arbitration Association or the Federal Mediation and  
25 Conciliation Service, or who are members of the National  
26 Academy of Arbitrators, as nominees for impartial arbitrator of



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

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

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

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

26 (f) At any time before the rendering of an award, the

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

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

1 shall be based upon the applicable factors prescribed in  
2 subsection (h).

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

11 (1) The lawful authority of the employer.

12 (2) Stipulations of the parties.

13 (3) The employer's financial ability to fund the  
14 proposals based on existing available resources shall be  
15 given primary consideration, provided that such ability is  
16 not predicated on an assumption that lines of credit or  
17 reserve funds are available or that the employer may or  
18 will receive or develop new sources of revenue or increase  
19 existing sources of revenue ~~The interests and welfare of~~  
20 ~~the public and the financial ability of the unit of~~  
21 ~~government to meet those costs.~~

22 (3.5) The interests and welfare of the public.

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

1 and with other employees generally:

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

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

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

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

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

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

22 (i) In the case of peace officers, the arbitration decision  
23 shall be limited to wages, hours, and conditions of employment,  
24 ~~(which may include residency requirements in municipalities~~  
25 ~~with a population under 1,000,000, but those residency~~  
26 ~~requirements shall not allow residency outside of Illinois) and~~

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

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

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

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

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

26 (j) Arbitration procedures shall be deemed to be initiated

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

21 (k) Orders of the arbitration panel shall be reviewable,  
22 upon appropriate petition by either the public employer or the  
23 exclusive bargaining representative, by the circuit court for  
24 the county in which the dispute arose or in which a majority of  
25 the affected employees reside, but only for reasons that the  
26 arbitration panel was without or exceeded its statutory



1 authority; the order is arbitrary, or capricious; or the order  
2 was procured by fraud, collusion or other similar and unlawful  
3 means. Such petitions for review must be filed with the  
4 appropriate circuit court within 90 days following the issuance  
5 of the arbitration order. The pendency of such proceeding for  
6 review shall not automatically stay the order of the  
7 arbitration panel. The party against whom the final decision of  
8 any such court shall be adverse, if such court finds such  
9 appeal or petition to be frivolous, shall pay reasonable  
10 attorneys' fees and costs to the successful party as determined  
11 by said court in its discretion. If said court's decision  
12 affirms the award of money, such award, if retroactive, shall  
13 bear interest at the rate of 12 percent per annum from the  
14 effective retroactive date.

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

23 (m) Security officers of public employers, and Peace  
24 Officers, Fire Fighters and fire department and fire protection  
25 district paramedics, covered by this Section may not withhold  
26 services, nor may public employers lock out or prevent such

1 employees from performing services at any time.

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

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

1 notwithstanding any contrary voting requirements contained in  
2 any existing collective bargaining agreement between the  
3 parties.

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

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

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

18 Section 10. The Illinois Educational Labor Relations Act is  
19 amended by changing Section 12 as follows:

20 (115 ILCS 5/12) (from Ch. 48, par. 1712)

21 Sec. 12. Impasse procedures.

22 (a) This subsection (a) applies only to collective  
23 bargaining between an educational employer that is not a public  
24 school district organized under Article 34 of the School Code

1 and an exclusive representative of its employees. If the  
2 parties engaged in collective bargaining have not reached an  
3 agreement by 90 days before the scheduled start of the  
4 forthcoming school year, the parties shall notify the Illinois  
5 Educational Labor Relations Board concerning the status of  
6 negotiations. This notice shall include a statement on whether  
7 mediation has been used.

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

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

1 arbitration of grievances and mediation or arbitration of  
2 contract disputes. If requested by the parties, the mediator  
3 may perform fact-finding and in so doing conduct hearings and  
4 make written findings and recommendations for resolution of the  
5 dispute. Such mediation shall be provided by the Board and  
6 shall be held before qualified impartial individuals. Nothing  
7 prohibits the use of other individuals or organizations such as  
8 the Federal Mediation and Conciliation Service or the American  
9 Arbitration Association selected by both the exclusive  
10 bargaining representative and the employer. When making wage  
11 and benefit determinations during interest arbitration, the  
12 employer's financial ability to fund the proposals based on  
13 existing available resources shall be given primary  
14 consideration, provided that such ability is not predicated on  
15 an assumption that lines of credit or reserve funds are  
16 available or that the employer may or will receive or develop  
17 new sources of revenue or increase existing sources of revenue.

18 If the parties engaged in collective bargaining fail to  
19 reach an agreement within 45 days of the scheduled start of the  
20 forthcoming school year and have not requested mediation, the  
21 Illinois Educational Labor Relations Board shall invoke  
22 mediation.

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

26 (a-5) This subsection (a-5) applies only to collective

1 bargaining between a public school district or a combination of  
2 public school districts, including, but not limited to, joint  
3 cooperatives, that is not organized under Article 34 of the  
4 School Code and an exclusive representative of its employees.

5 (1) Any time 15 days after mediation has commenced,  
6 either party may initiate the public posting process. The  
7 mediator may initiate the public posting process at any  
8 time 15 days after mediation has commenced during the  
9 mediation process. Initiation of the public posting  
10 process must be filed in writing with the Board, and copies  
11 must be submitted to the parties on the same day the  
12 initiation is filed with the Board.

13 (2) Within 7 days after the initiation of the public  
14 posting process, each party shall submit to the mediator,  
15 the Board, and the other party in writing the most recent  
16 offer of the party, including a cost summary of the offer.  
17 Seven days after receipt of the parties' offers, the Board  
18 shall make public the offers and each party's cost summary  
19 dealing with those issues on which the parties have failed  
20 to reach agreement by immediately posting the offers on its  
21 Internet website, unless otherwise notified by the  
22 mediator or jointly by the parties that agreement has been  
23 reached. On the same day of publication by the Board, at a  
24 minimum, the school district shall distribute notice of the  
25 availability of the offers on the Board's Internet website  
26 to all news media that have filed an annual request for

1 notices from the school district pursuant to Section 2.02  
2 of the Open Meetings Act. The parties' offers shall remain  
3 on the Board's Internet website until the parties have  
4 reached and ratified an agreement.

5 (a-10) This subsection (a-10) applies only to collective  
6 bargaining between a public school district organized under  
7 Article 34 of the School Code and an exclusive representative  
8 of its employees.

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

19 (2) Within 3 days following a party's demand for  
20 fact-finding, each party shall appoint one member of the  
21 fact-finding panel, unless the parties agree to proceed  
22 without a tri-partite panel. Following these appointments,  
23 if any, the parties shall select a qualified impartial  
24 individual to serve as the fact-finder and chairperson of  
25 the fact-finding panel, if applicable. An individual shall  
26 be considered qualified to serve as the fact-finder and

1 chairperson of the fact-finding panel, if applicable, if he  
2 or she was not the same individual who was appointed as the  
3 mediator and if he or she satisfies the following  
4 requirements: membership in good standing with the  
5 National Academy of Arbitrators, Federal Mediation and  
6 Conciliation Service, or American Arbitration Association  
7 for a minimum of 10 years; membership on the mediation  
8 roster for the Illinois Labor Relations Board or Illinois  
9 Educational Labor Relations Board; issuance of at least 5  
10 interest arbitration awards arising under the Illinois  
11 Public Labor Relations Act; and participation in impasse  
12 resolution processes arising under private or public  
13 sector collective bargaining statutes in other states. If  
14 the parties are unable to agree on a fact-finder, the  
15 parties shall request a panel of fact-finders who satisfy  
16 the requirements set forth in this paragraph (2) from  
17 either the Federal Mediation and Conciliation Service or  
18 the American Arbitration Association and shall select a  
19 fact-finder from such panel in accordance with the  
20 procedures established by the organization providing the  
21 panel.

22 (3) The fact-finder shall have the following duties and  
23 powers:

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



1 (B) to identify disputed issues that are economic  
2 in nature;

3 (C) to meet with the parties either separately or  
4 in executive sessions;

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

7 (E) to request the Board to issue subpoenas  
8 requiring the attendance and testimony of witnesses or  
9 the production of evidence;

10 (F) to administer oaths and affirmations;

11 (G) to examine witnesses and documents;

12 (H) to create a full and complete written record of  
13 the hearings;

14 (I) to attempt mediation or remand a disputed issue  
15 to the parties for further collective bargaining;

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

19 (K) to employ any other measures deemed  
20 appropriate to resolve the impasse.

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

1 fact-finding panel, acting by a majority of its members,  
2 shall base its findings and recommendations upon the  
3 following criteria as applicable:

4 (A) the lawful authority of the employer;

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

7 (C) prior collective bargaining agreements and the  
8 bargaining history between the parties;

9 (D) stipulations of the parties;

10 (E) the interests and welfare of the public and the  
11 students and families served by the employer;

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

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

21 (H) the present and future general economic  
22 conditions in the locality and State;

23 (I) a comparison of the wages, hours, and  
24 conditions of employment of the employees involved in  
25 the dispute with the wages, hours, and conditions of  
26 employment of employees performing similar services in

1 public education in the 10 largest U.S. cities;

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

5 (K) the overall compensation presently received by  
6 the employees involved in the dispute, including  
7 direct wage compensation; vacations, holidays, and  
8 other excused time; insurance and pensions; medical  
9 and hospitalization benefits; the continuity and  
10 stability of employment and all other benefits  
11 received; and how each party's proposed compensation  
12 structure supports the educational goals of the  
13 district;

14 (L) changes in any of the circumstances listed in  
15 items (A) through (K) of this paragraph (4) during the  
16 fact-finding proceedings;

17 (M) the effect that any term the parties are at  
18 impasse on has or may have on the overall educational  
19 environment, learning conditions, and working  
20 conditions with the school district; and

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

24 (5) The fact-finding panel's recommended terms of  
25 settlement shall be deemed agreed upon by the parties as  
26 the final resolution of the disputed issues and

1 incorporated into the collective bargaining agreement  
2 executed by the parties, unless either party tenders to the  
3 other party and the chairperson of the fact-finding panel a  
4 notice of rejection of the recommended terms of settlement  
5 with a rationale for the rejection, within 15 days after  
6 the date of issuance of the fact-finding panel's report. If  
7 either party submits a notice of rejection, the chairperson  
8 of the fact-finding panel shall publish the fact-finding  
9 panel's report and the notice of rejection for public  
10 information by delivering a copy to all newspapers of  
11 general circulation in the community with simultaneous  
12 written notice to the parties.

13 (b) If, after a period of bargaining of at least 60 days, a  
14 dispute or impasse exists between an educational employer whose  
15 territorial boundaries are coterminous with those of a city  
16 having a population in excess of 500,000 and the exclusive  
17 bargaining representative over a subject or matter set forth in  
18 Section 4.5 of this Act, the parties shall submit the dispute  
19 or impasse to the dispute resolution procedure agreed to  
20 between the parties. The procedure shall provide for mediation  
21 of disputes by a rotating mediation panel and may, at the  
22 request of either party, include the issuance of advisory  
23 findings of fact and recommendations.

24 (c) The costs of fact finding and mediation shall be shared  
25 equally between the employer and the exclusive bargaining  
26 agent, provided that, for purposes of mediation under this Act,

1 if either party requests the use of mediation services from the  
2 Federal Mediation and Conciliation Service, the other party  
3 shall either join in such request or bear the additional cost  
4 of mediation services from another source. All other costs and  
5 expenses of complying with this Section must be borne by the  
6 party incurring them.

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

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

15 (Source: P.A. 97-7, eff. 6-13-11; 97-8, eff. 6-13-11; 98-513,  
16 eff. 1-1-14.)

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