



Rep. Suzanne Bassi

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LRB096 19468 NHT 39423 a

1 AMENDMENT TO HOUSE BILL 5596

2 AMENDMENT NO. \_\_\_\_\_. Amend House Bill 5596 by replacing  
3 everything after the enacting clause with the following:

4 "Section 5. The Illinois Educational Labor Relations Act is  
5 amended by changing Sections 12 and 13 as follows:

6 (115 ILCS 5/12) (from Ch. 48, par. 1712)

7 Sec. 12. Impasse procedures.

8 (a) If the parties engaged in collective bargaining have  
9 not reached an agreement by 90 days before the scheduled start  
10 of the forthcoming school year, the parties shall notify the  
11 Illinois Educational Labor Relations Board concerning the  
12 status of negotiations.

13 Upon demand of either party, collective bargaining between  
14 the employer and an exclusive bargaining representative must  
15 begin within 60 days of the date of certification of the  
16 representative by the Board, or in the case of an existing

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

5 (a-5) If, Except as otherwise provided in subsection (b) of  
6 this Section, if after a reasonable period of negotiation and  
7 within 45 days of the scheduled start of the forth-coming  
8 school year, the parties engaged in collective bargaining have  
9 reached an impasse, either party may petition the Board to  
10 initiate mediation. Alternatively, the Board on its own motion  
11 may initiate mediation during this period. However, mediation  
12 shall be initiated by the Board at any time when jointly  
13 requested by the parties and the services of the mediators  
14 shall continuously be made available to the employer and to the  
15 exclusive bargaining representative for purposes of  
16 arbitration of grievances and mediation or arbitration of  
17 contract disputes. If the parties to the dispute are not  
18 required to engage in fact finding under subsection (a-10) of  
19 this Section and if requested by the parties, the mediator may  
20 perform fact-finding and in so doing conduct hearings and make  
21 written findings and recommendations for resolution of the  
22 dispute. Such mediation shall be provided by the Board and  
23 shall be held before qualified impartial individuals. Nothing  
24 prohibits the use of other individuals or organizations such as  
25 the Federal Mediation and Conciliation Service or the American  
26 Arbitration Association selected by both the exclusive

1 bargaining representative and the employer.

2 If the parties engaged in collective bargaining fail to  
3 reach an agreement within 15 days of the scheduled start of the  
4 forthcoming school year and have not requested mediation, the  
5 Illinois Educational Labor Relations Board shall invoke  
6 mediation.

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

10 (a-10) For collective bargaining agreements that are  
11 reopened for negotiations because of a determination by the  
12 employer that it is unable to fund salary increases for the  
13 2011 fiscal year, if a dispute exists between an employer whose  
14 territorial boundaries are coterminous with those of a city  
15 having a population in excess of 500,000 and the exclusive  
16 bargaining representative of its employees and if the parties  
17 fail to reach an agreement after a reasonable period of  
18 mediation, the Board shall order that the dispute be submitted  
19 to a 3-member fact-finding panel. Within 3 days following the  
20 Board's order, each party shall appoint one member of the  
21 fact-finding panel. Within 3 days following these  
22 appointments, the parties shall select a qualified impartial  
23 member to serve as the chairperson of the fact-finding panel.  
24 If the parties are unable to agree upon a qualified impartial  
25 member, the parties shall request a panel of qualified  
26 impartial members from either the Federal Mediation and

1 Conciliation Service or the American Arbitration Association  
2 and select the chairperson of the fact-finding panel from such  
3 panel in accordance with the procedures established by the  
4 organization providing the panel. The chairperson of the  
5 fact-finding panel must not be the same individual who was  
6 appointed as a mediator.

7 The fact-finding panel shall have the following duties and  
8 powers:

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

12 (2) to identify disputed issues that are economic in  
13 nature;

14 (3) to meet with the parties either separately or  
15 jointly;

16 (4) to conduct private hearings and regulate the time,  
17 place, course, and manner of such hearings;

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

21 (6) to administer oaths and affirmations;

22 (7) to examine witnesses and documents;

23 (8) to create a full and complete written record of any  
24 hearings;

25 (9) to attempt mediation;

26 (10) to require the parties to submit final offers;

1           (11) to consider and decide upon the subjects of  
2           residency, seniority, and all other mandatory subjects of  
3           bargaining, notwithstanding any statute to the contrary;  
4           and

5           (12) to employ any other measures deemed appropriate to  
6           resolve the impasse.

7           If the dispute is not settled within 90 days after the  
8           appointment of the fact-finding panel, and after the  
9           fact-finding panel has conducted a hearing on the disputed  
10           issues, the fact-finding panel shall issue a private report to  
11           the parties that contains advisory findings of fact and  
12           recommended terms of settlement for all disputed issues and  
13           that sets forth a rationale for each recommendation. The  
14           fact-finding panel, acting by a majority of its members, shall  
15           base its findings and recommendations upon the following  
16           criteria as applicable:

17           (A) the lawful authority of the employer;

18           (B) the federal and State statutes or local ordinances  
19           applicable to the employer;

20           (C) prior collective bargaining agreements and the  
21           bargaining history between the parties;

22           (D) stipulations of the parties;

23           (E) the interests and welfare of the public;

24           (F) the ability of the employer to finance and  
25           administer the proposals at issue, provided that such  
26           ability is not predicated on the premise that the employer

1 will develop additional sources of revenue;

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

4 (H) the present and future general economic conditions  
5 in the locality and State;

6 (I) a comparison of the wages, hours, and conditions of  
7 employment of the employees involved in the dispute with  
8 the wages, hours, and conditions of employment of employees  
9 performing similar services in public education in the 5  
10 largest U.S. cities;

11 (J) the average consumer prices for goods and services,  
12 which is commonly known as the cost of living;

13 (K) the overall compensation presently received by the  
14 employees involved in the dispute, including direct wage  
15 compensation; vacations, holidays, and other excused time;  
16 insurance and pensions; medical and hospitalization  
17 benefits; the continuity and stability of employment; and  
18 all other benefits received;

19 (L) changes in any of the circumstances set forth in  
20 subdivisions (A) through (K) of this subsection (a-10)  
21 during the fact-finding procedures; and

22 (M) such other factors, not confined to subdivisions  
23 (A) through (L) of this subsection (a-10), that are  
24 normally or traditionally considered in the determination  
25 of wages, hours, and conditions of employment through  
26 collective bargaining, mediation, fact-finding,

1       arbitration, or other impasse resolution procedures in  
2       public employment.

3       The fact-finding panel's recommended terms of settlement  
4       shall be deemed agreed upon by the parties as the final  
5       resolution of the disputed issues and incorporated into the  
6       collective bargaining agreement executed by the parties,  
7       unless either party tenders to the chairperson of the  
8       fact-finding panel a notice of rejection of the recommended  
9       terms of settlement, in whole or in part, with a rationale for  
10      each rejection, within 10 days after the date of issuance of  
11      the fact-finding panel's report. If either party submits a  
12      notice of rejection, the chairperson of the fact-finding panel  
13      shall publish the fact-finding panel's report for public  
14      information by delivering a copy to all newspapers of general  
15      circulation in the community.

16      After the publication of the fact-finding panel's report,  
17      the fact-finding panel's recommended terms of settlement shall  
18      be deemed agreed upon by the parties as the final resolution of  
19      the disputed issues and incorporated into the collective  
20      bargaining agreement executed by the parties, unless either  
21      party tenders to the chairperson of the fact-finding panel a  
22      notice of rejection of the recommended terms of settlement, in  
23      whole or in part, with a rationale for each rejection, within 5  
24      days after the date on which the chairperson of the  
25      fact-finding panel published the fact-finding panel's report.

26           (b) If, after a period of bargaining of at least 60 days, a

1 dispute or impasse exists between an employer whose territorial  
2 boundaries are coterminous with those of a city having a  
3 population in excess of 500,000 and the exclusive bargaining  
4 representative over a subject or matter set forth in Section  
5 4.5 of this Act, the parties shall submit the dispute or  
6 impasse to the dispute resolution procedure agreed to between  
7 the parties. The procedure shall provide for mediation of  
8 disputes by a rotating mediation panel and may, at the request  
9 of either party, include the issuance of advisory findings of  
10 fact and recommendations.

11 (c) The costs and expenses of the mediator and any  
12 chairperson of a fact-finding panel shall be shared equally  
13 between the parties. All other costs and expenses of complying  
14 with this Section shall be borne by the party incurring them.

15 (c-5) If the representatives of either the employer or  
16 exclusive bargaining representative refuse to participate in  
17 the mediation or fact-finding procedures required by this  
18 Section, such refusal shall be deemed a refusal to bargain in  
19 good faith. In the absence of an unfair labor practice charge  
20 filed by an aggrieved party, the Board on its own motion may  
21 issue an unfair labor practice complaint based on such refusal  
22 and conduct hearings and issue orders as provided for in  
23 Section 15 of this Act. ~~The costs of fact finding and mediation~~  
24 ~~shall be shared equally between the employer and the exclusive~~  
25 ~~bargaining agent, provided that, for purposes of mediation~~  
26 ~~under this Act, if either party requests the use of mediation~~



1 ~~services from the Federal Mediation and Conciliation Service,~~  
2 ~~the other party shall either join in such request or bear the~~  
3 ~~additional cost of mediation services from another source.~~

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

8 Nothing in this Act prohibits the parties from agreeing to  
9 extend the deadlines established for mediation and  
10 fact-finding procedures.

11 (Source: P.A. 93-3, eff. 4-16-03.)

12 (115 ILCS 5/13) (from Ch. 48, par. 1713)

13 Sec. 13. Strikes.

14 (a) Notwithstanding the existence of any other provision in  
15 this Act or other law, educational employees employed in school  
16 districts organized under Article 34 of the School Code shall  
17 not engage in a strike at any time during the 18 month period  
18 that commences on the effective date of this amendatory Act of  
19 1995. An educational employee employed in a school district  
20 organized under Article 34 of the School Code who participates  
21 in a strike in violation of this Section is subject to  
22 discipline by the employer. In addition, no educational  
23 employer organized under Article 34 of the School Code may pay  
24 or cause to be paid to an educational employee who participates  
25 in a strike in violation of this subsection any wages or other

1 compensation for any period during which an educational  
2 employee participates in the strike, except for wages or  
3 compensation earned before participation in the strike.  
4 Notwithstanding the existence of any other provision in this  
5 Act or other law, during the 18-month period that strikes are  
6 prohibited under this subsection nothing in this subsection  
7 shall be construed to require an educational employer to submit  
8 to a binding dispute resolution process.

9 (a-5) Educational employees must not engage in a strike at  
10 any time during the mediation or fact-finding procedures set  
11 forth in Section 12 of this Act. If a strike occurs in  
12 violation of this Section, the employer may initiate in the  
13 circuit court of the county in which such strike occurs an  
14 action for an injunction and other relief, and the circuit  
15 court shall impose at least one or more of the following  
16 penalties on the exclusive bargaining representative in  
17 addition to ordering other appropriate relief:

18 (1) Revoke the designation of the exclusive bargaining  
19 representative as the exclusive bargaining representative  
20 of the employees involved in the dispute and declare the  
21 exclusive bargaining representative to be ineligible for  
22 such designation for a period of 2 years.

23 (2) Prohibit the employer from deducting dues on behalf  
24 of the exclusive bargaining representative for a period of  
25 2 years.

26 (3) Impose fines on the exclusive bargaining

1           representative or its officers or both.

2           (b) Notwithstanding the existence of any other provision in  
3 this Act or any other law, educational employees other than  
4 those employed in a school district organized under Article 34  
5 of the School Code and, after the expiration of the 18 month  
6 period that commences on the effective date of this amendatory  
7 Act of 1995, educational employees in a school district  
8 organized under Article 34 of the School Code shall not engage  
9 in a strike except under the following conditions:

10           (1) they are represented by an exclusive bargaining  
11 representative;

12           (2) the parties have completely utilized mediation  
13 without success as required by Section 12 of this Act;

14           (2.5) the parties have completely utilized  
15 fact-finding without success if fact-finding is required  
16 by Section 12 of this Act; ~~mediation has been used without~~  
17 ~~success;~~

18           (3) at least 10 days have elapsed after a notice of  
19 intent to strike has been given by the exclusive bargaining  
20 representative to the educational employer, the regional  
21 superintendent and the Illinois Educational Labor  
22 Relations Board;

23           (4) the collective bargaining agreement between the  
24 educational employer and educational employees, if any,  
25 has expired; and

26           (5) the employer and the exclusive bargaining

1 representative have not mutually submitted the unresolved  
2 issues to arbitration.

3 If, however, in the opinion of an employer the strike is or  
4 has become a clear and present danger to the health or safety  
5 of the public, the employer may initiate in the circuit court  
6 of the county in which such danger exists an action for relief  
7 which may include, but is not limited to, injunction. The court  
8 may grant appropriate relief upon the finding that such clear  
9 and present danger exists. An unfair practice or other evidence  
10 of lack of clean hands by the educational employer is a defense  
11 to such action. Except as provided for in this paragraph, the  
12 jurisdiction of the court under this Section is limited by the  
13 Labor Dispute Act.

14 (Source: P.A. 89-15, eff. 5-30-95; 90-548, eff. 1-1-98.)

15 Section 99. Effective date. This Act takes effect upon  
16 becoming law."