



Rep. Rita Mayfield

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LRB098 20096 OMW 56369 a

1 AMENDMENT TO HOUSE BILL 5485

2 AMENDMENT NO. _____. Amend House Bill 5485 by replacing
3 everything after the enacting clause with the following:

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

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

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

23 (c) Within 7 days after the request of either party, the
24 parties shall request a panel of impartial arbitrators from
25 which they shall select the neutral chairman according to the
26 procedures provided in this Section. If the parties have agreed

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

1 Employees Mediation/Arbitration Roster.

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

1 by either party at any time.

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

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

24 (g) At or before the conclusion of the hearing held
25 pursuant to subsection (d), the arbitration panel shall
26 identify the economic issues in dispute, and direct each of the

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

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

- 26 (1) The lawful authority of the employer.

1 (2) Stipulations of the parties.

2 (3) The interests and welfare of the public and the
3 financial ability of the unit of government to meet those
4 costs.

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

10 (A) In public employment in comparable
11 communities.

12 (B) In private employment in comparable
13 communities.

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

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

21 (7) Changes in any of the foregoing circumstances
22 during the pendency of the arbitration proceedings.

23 (8) Such other factors, not confined to the foregoing,
24 which are normally or traditionally taken into
25 consideration in the determination of wages, hours and
26 conditions of employment through voluntary collective

1 bargaining, mediation, fact-finding, arbitration or
2 otherwise between the parties, in the public service or in
3 private employment.

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

25 In the case of fire fighter, and fire department or fire
26 district paramedic matters, the arbitration decision shall be

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

22 The changes to this subsection (i) made by Public Act
23 90-385 (relating to residency requirements) do not apply to
24 persons who are employed by a combined department that performs
25 both police and firefighting services; these persons shall be
26 governed by the provisions of this subsection (i) relating to

1 peace officers, as they existed before the amendment by Public
2 Act 90-385.

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

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

1 time the parties, by stipulation, may amend or modify an award
2 of arbitration.

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

23 (l) During the pendency of proceedings before the
24 arbitration panel, existing wages, hours, and other conditions
25 of employment shall not be changed by action of either party
26 without the consent of the other but a party may so consent

1 without prejudice to his rights or position under this Act. The
2 proceedings are deemed to be pending before the arbitration
3 panel upon the initiation of arbitration procedures under this
4 Act.

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

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

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

1 proceedings and issuance of a supplemental decision with
2 respect to the rejected terms. Any supplemental decision by an
3 arbitration panel or other decision maker agreed to by the
4 parties shall be submitted to the governing body for
5 ratification and adoption in accordance with the procedures and
6 voting requirements set forth in this Section. The voting
7 requirements of this subsection shall apply to all disputes
8 submitted to arbitration pursuant to this Section
9 notwithstanding any contrary voting requirements contained in
10 any existing collective bargaining agreement between the
11 parties.

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

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

25 (Source: P.A. 98-535, eff. 1-1-14.)

1 Section 99. Effective date. This Act takes effect upon
2 becoming law.".