



Sen. Andy Manar

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LRB099 06009 RJF 49119 a

1 AMENDMENT TO HOUSE BILL 1380

2 AMENDMENT NO. _____. Amend House Bill 1380 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 Sections 8 and 14 as follows:

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

7 Sec. 8. Grievance Procedure; attorneys' fees. The
8 collective bargaining agreement negotiated between the
9 employer and the exclusive representative shall contain a
10 grievance resolution procedure which shall apply to all
11 employees in the bargaining unit and shall provide for final
12 and binding arbitration of disputes concerning the
13 administration or interpretation of the agreement unless
14 mutually agreed otherwise. Any agreement containing a final and
15 binding arbitration provision shall also contain a provision
16 prohibiting strikes for the duration of the agreement. The

1 grievance and arbitration provisions of any collective
2 bargaining agreement shall be subject to the Illinois "Uniform
3 Arbitration Act". The costs of such arbitration shall be borne
4 equally by the employer and the employee organization.

5 Unless mutually agreed otherwise, any party to a collective
6 bargaining agreement who fails to timely comply with an
7 arbitration award or who, after timely demand, fails to submit
8 a grievance dispute concerning the administration or
9 interpretation of an agreement to arbitration shall pay to the
10 prevailing party all reasonable costs of the proceeding in the
11 trial and reviewing courts, including reasonable attorneys'
12 fees, as determined by the court, incurred in relation to any
13 action to confirm or amend an award or to compel or stay
14 arbitration of a grievance in the event the final, unappealable
15 decision of the reviewing courts is adverse to the
16 non-compliant party. Any mutual agreements otherwise shall be a
17 permissive subject of bargaining.

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

19 (5 ILCS 315/14) (from Ch. 48, par. 1614)

20 Sec. 14. Security employee, peace officer and fire fighter
21 disputes.

22 (a) In the case of collective bargaining agreements
23 involving units of security employees of a public employer,
24 Peace Officer Units, or units of fire fighters or paramedics,
25 and in the case of disputes under Section 18, unless the

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

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

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

1 remains. A coin toss shall determine which party shall strike
2 the first name. If the parties fail to notify the Board in a
3 timely manner of their selection for neutral chairman, the
4 Board shall appoint a neutral chairman from the Illinois Public
5 Employees Mediation/Arbitration Roster.

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

1 commencement. Majority actions and rulings shall constitute
2 the actions and rulings of the arbitration panel. Arbitration
3 proceedings under this Section shall not be interrupted or
4 terminated by reason of any unfair labor practice charge filed
5 by either party at any time.

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

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

1 the Board of the remand.

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

22 (h) Where there is no agreement between the parties, or
23 where there is an agreement but the parties have begun
24 negotiations or discussions looking to a new agreement or
25 amendment of the existing agreement, and wage rates or other
26 conditions of employment under the proposed new or amended

1 agreement are in dispute, the arbitration panel shall base its
2 findings, opinions and order upon the following factors, as
3 applicable:

4 (1) The lawful authority of the employer.

5 (2) Stipulations of the parties.

6 (3) The interests and welfare of the public and the
7 financial ability of the unit of government to meet those
8 costs.

9 (4) Comparison of the wages, hours and conditions of
10 employment of the employees involved in the arbitration
11 proceeding with the wages, hours and conditions of
12 employment of other employees performing similar services
13 and with other employees generally:

14 (A) In public employment in comparable
15 communities.

16 (B) In private employment in comparable
17 communities.

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

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

25 (7) Changes in any of the foregoing circumstances
26 during the pendency of the arbitration proceedings.

1 (8) Such other factors, not confined to the foregoing,
2 which are normally or traditionally taken into
3 consideration in the determination of wages, hours and
4 conditions of employment through voluntary collective
5 bargaining, mediation, fact-finding, arbitration or
6 otherwise between the parties, in the public service or in
7 private employment.

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

1 construed to limit the factors upon which the decision may be
2 based, as set forth in subsection (h).

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

26 The changes to this subsection (i) made by Public Act

1 90-385 (relating to residency requirements) do not apply to
2 persons who are employed by a combined department that performs
3 both police and firefighting services; these persons shall be
4 governed by the provisions of this subsection (i) relating to
5 peace officers, as they existed before the amendment by Public
6 Act 90-385.

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

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

1 the initiation of arbitration, the foregoing limitations shall
2 be inapplicable, and such awarded increases may be retroactive
3 to the commencement of the fiscal year, any other statute or
4 charter provisions to the contrary, notwithstanding. At any
5 time the parties, by stipulation, may amend or modify an award
6 of arbitration.

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

1 mutually agreed procedures, shall pay all reasonable costs of
2 the proceedings in the reviewing courts, including reasonable
3 attorneys' fees, as determined by the court, in the event the
4 final, unappealable decision of the reviewing courts is adverse
5 to that party. Any mutually agreed procedures providing for
6 submission of disputes to which this Section applies to an
7 arbitrator other than an arbitration panel shall be a
8 permissive subject of bargaining. If said court's decision
9 affirms the award of money, such award, if retroactive, shall
10 bear interest at the rate of 12 percent per annum from the
11 effective retroactive date.

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

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

25 (n) All of the terms decided upon by the arbitration panel
26 shall be included in an agreement to be submitted to the public

1 employer's governing body for ratification and adoption by law,
2 ordinance or the equivalent appropriate means.

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

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

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

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

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