



Rep. Jay Hoffman

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LRB099 07316 JLK 34559 a

1 AMENDMENT TO HOUSE BILL 4009

2 AMENDMENT NO. _____. Amend House Bill 4009 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) ~~Before~~ Before ~~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, at least 10 days prior to the hearing to be
2 held pursuant to subsection (d) ~~within such time limit as the~~
3 ~~panel shall prescribe~~, to the arbitration panel and to each
4 other its last offer of settlement on each economic issue. The
5 requirement to submit last offers of settlement at least 10
6 days prior to the hearing cannot be waived except by mutual
7 written agreement of the parties. However, nothing in this
8 subsection shall be deemed to preclude the parties from
9 agreeing to an alternate procedure for the exchange of last
10 offers of settlement. The changes made to this Section by this
11 amendatory Act of the 99th General Assembly do not apply to the
12 Illinois State Police. The determination of the arbitration
13 panel as to the issues in dispute and as to which of these
14 issues are economic shall be conclusive. The arbitration panel,
15 within 30 days after the conclusion of the hearing, or such
16 further additional periods to which the parties may agree,
17 shall make written findings of fact and promulgate a written
18 opinion and shall mail or otherwise deliver a true copy thereof
19 to the parties and their representatives and to the Board. As
20 to each economic issue, the arbitration panel shall adopt the
21 last offer of settlement which, in the opinion of the
22 arbitration panel, more nearly complies with the applicable
23 factors prescribed in subsection (h). The findings, opinions
24 and order as to all other issues shall be based upon the
25 applicable factors prescribed in subsection (h).

26 (h) Where there is no agreement between the parties, or

1 where there is an agreement but the parties have begun
2 negotiations or discussions looking to a new agreement or
3 amendment of the existing agreement, and wage rates or other
4 conditions of employment under the proposed new or amended
5 agreement are in dispute, the arbitration panel shall base its
6 findings, opinions and order upon the following factors, as
7 applicable:

8 (1) The lawful authority of the employer.

9 (2) Stipulations of the parties.

10 (3) The interests and welfare of the public and the
11 financial ability of the unit of government to meet those
12 costs.

13 (4) Comparison of the wages, hours and conditions of
14 employment of the employees involved in the arbitration
15 proceeding with the wages, hours and conditions of
16 employment of other employees performing similar services
17 and with other employees generally:

18 (A) In public employment in comparable
19 communities.

20 (B) In private employment in comparable
21 communities.

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

24 (6) The overall compensation presently received by the
25 employees, including direct wage compensation, vacations,
26 holidays and other excused time, insurance and pensions,

1 medical and hospitalization benefits, the continuity and
2 stability of employment and all other benefits received.

3 (7) Changes in any of the foregoing circumstances
4 during the pendency of the arbitration proceedings.

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

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

1 specific work assignment involve a serious risk to the safety
2 of a peace officer beyond that which is inherent in the normal
3 performance of police duties. Limitation of the terms of the
4 arbitration decision pursuant to this subsection shall not be
5 construed to limit the factors upon which the decision may be
6 based, as set forth in subsection (h).

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

1 decision pursuant to this subsection shall not be construed to
2 limit the facts upon which the decision may be based, as set
3 forth in subsection (h).

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

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

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

1 commenced either since the initiation of arbitration
2 procedures under this Act or since any mutually agreed
3 extension of the statutorily required period of mediation under
4 this Act by the parties to the labor dispute causing a delay in
5 the initiation of arbitration, the foregoing limitations shall
6 be inapplicable, and such awarded increases may be retroactive
7 to the commencement of the fiscal year, any other statute or
8 charter provisions to the contrary, notwithstanding. At any
9 time the parties, by stipulation, may amend or modify an award
10 of arbitration.

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

1 by said court in its discretion. If said court's decision
2 affirms the award of money, such award, if retroactive, shall
3 bear interest at the rate of 12 percent per annum from the
4 effective retroactive date.

5 (l) During the pendency of proceedings before the
6 arbitration panel, existing wages, hours, and other conditions
7 of employment shall not be changed by action of either party
8 without the consent of the other but a party may so consent
9 without prejudice to his rights or position under this Act. The
10 proceedings are deemed to be pending before the arbitration
11 panel upon the initiation of arbitration procedures under this
12 Act.

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

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

22 The governing body shall review each term decided by the
23 arbitration panel. If the governing body fails to reject one or
24 more terms of the arbitration panel's decision by a 3/5 vote of
25 those duly elected and qualified members of the governing body,
26 within 20 days of issuance, or in the case of firefighters

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

20 (o) If the governing body of the employer votes to reject
21 the panel's decision, the parties shall return to the panel
22 within 30 days from the issuance of the reasons for rejection
23 for further proceedings and issuance of a supplemental
24 decision. All reasonable costs of such supplemental proceeding
25 including the exclusive representative's reasonable attorney's
26 fees, as established by the Board, shall be paid by the

1 employer.

2 (p) Notwithstanding the provisions of this Section the
3 employer and exclusive representative may agree to submit
4 unresolved disputes concerning wages, hours, terms and
5 conditions of employment to an alternative form of impasse
6 resolution.

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