



Rep. Silvana Tabares

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LRB100 02961 MLM 23539 a

1 AMENDMENT TO HOUSE BILL 1253

2 AMENDMENT NO. _____. Amend House Bill 1253 by replacing
3 everything after the enacting clause with the following:

4 "Section 5. The School Code is amended by changing Section
5 34-3.5 as follows:

6 (105 ILCS 5/34-3.5)

7 Sec. 34-3.5. Partnership agreement on advancing student
8 achievement; No Child Left Behind Act of 2001.

9 (a) The General Assembly finds that the Chicago Teachers
10 Union, the Chicago Board of Education, and the district's chief
11 executive officer have a common responsibility beyond their
12 statutory collective bargaining relationship to institute
13 purposeful education reforms in the Chicago Public Schools that
14 maximize the number of students in the Chicago Public Schools
15 who reach or exceed proficiency with regard to State academic
16 standards and assessments. The General Assembly further finds

1 that education reform in the Chicago Public Schools must be
2 premised on a commitment by all stakeholders to redefine
3 relationships, develop, implement, and evaluate programs, seek
4 new and additional resources, improve the value of educational
5 programs to students, accelerate the quality of teacher
6 training, improve instructional excellence, and develop and
7 implement strategies to comply with the federal No Child Left
8 Behind Act of 2001 (Public Law 107-110).

9 The Chicago Board of Education and the district's chief
10 executive officer shall enter into a partnership agreement with
11 the Chicago Teachers Union to allow the parties to work
12 together to advance the Chicago Public Schools to the next
13 level of education reform. This agreement must be entered into
14 and take effect within 90 days after the effective date of this
15 amendatory Act of the 93rd General Assembly. As part of this
16 agreement, the Chicago Teachers Union, the Chicago Board of
17 Education, and the district's chief executive officer shall
18 jointly file a report with the General Assembly at the end of
19 each school year with respect to the nature of the reforms that
20 the parties have instituted, the effect of these reforms on
21 student achievement, and any other matters that the parties
22 deem relevant to evaluating the effectiveness of the agreement.

23 (b) Decisions concerning matters of inherent managerial
24 policy necessary to comply with the federal No Child Left
25 Behind Act of 2001 (Public Law 107-110), including such areas
26 of discretion or policy as the functions of the employer, the

1 standards and delivery of educational services and programs,
2 the district's overall budget, the district's organizational
3 structure, student assignment, school choice, and the
4 selection of new employees and direction of employees, and the
5 impact of these decisions on individual employees or the
6 bargaining unit shall be permissive subjects of bargaining
7 between the educational employer and the exclusive bargaining
8 representative and are within the sole discretion of the
9 educational employer to decide to bargain. ~~This subsection (b)~~
10 ~~is exclusive of the parties' obligations and responsibilities~~
11 ~~under Section 4.5 of the Illinois Educational Labor Relations~~
12 ~~Act (provided that any dispute or impasse that may arise under~~
13 ~~this subsection (b) shall be resolved exclusively as set forth~~
14 ~~in subsection (b) of Section 12 of the Illinois Educational~~
15 ~~Labor Relations Act in lieu of a strike under Section 13 of the~~
16 ~~Illinois Educational Labor Relations Act).~~

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

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.

11 If the parties engaged in collective bargaining fail to
12 reach an agreement within 45 days of the scheduled start of the
13 forthcoming school year and have not requested mediation, the
14 Illinois Educational Labor Relations Board shall invoke
15 mediation.

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

19 (a-5) This subsection (a-5) applies only to collective
20 bargaining between a public school district or a combination of
21 public school districts, including, but not limited to, joint
22 cooperatives, that is not organized under Article 34 of the
23 School Code and an exclusive representative of its employees.

24 (1) Any time 15 days after mediation has commenced,
25 either party may initiate the public posting process. The
26 mediator may initiate the public posting process at any

1 time 15 days after mediation has commenced during the
2 mediation process. Initiation of the public posting
3 process must be filed in writing with the Board, and copies
4 must be submitted to the parties on the same day the
5 initiation is filed with the Board.

6 (2) Within 7 days after the initiation of the public
7 posting process, each party shall submit to the mediator,
8 the Board, and the other party in writing the most recent
9 offer of the party, including a cost summary of the offer.
10 Seven days after receipt of the parties' offers, the Board
11 shall make public the offers and each party's cost summary
12 dealing with those issues on which the parties have failed
13 to reach agreement by immediately posting the offers on its
14 Internet website, unless otherwise notified by the
15 mediator or jointly by the parties that agreement has been
16 reached. On the same day of publication by the Board, at a
17 minimum, the school district shall distribute notice of the
18 availability of the offers on the Board's Internet website
19 to all news media that have filed an annual request for
20 notices from the school district pursuant to Section 2.02
21 of the Open Meetings Act. The parties' offers shall remain
22 on the Board's Internet website until the parties have
23 reached and ratified an agreement.

24 (a-10) This subsection (a-10) applies only to collective
25 bargaining between a public school district organized under
26 Article 34 of the School Code and an exclusive representative

1 of its employees.

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

12 (2) Within 3 days following a party's demand for
13 fact-finding, each party shall appoint one member of the
14 fact-finding panel, unless the parties agree to proceed
15 without a tri-partite panel. Following these appointments,
16 if any, the parties shall select a qualified impartial
17 individual to serve as the fact-finder and chairperson of
18 the fact-finding panel, if applicable. An individual shall
19 be considered qualified to serve as the fact-finder and
20 chairperson of the fact-finding panel, if applicable, if he
21 or she was not the same individual who was appointed as the
22 mediator and if he or she satisfies the following
23 requirements: membership in good standing with the
24 National Academy of Arbitrators, Federal Mediation and
25 Conciliation Service, or American Arbitration Association
26 for a minimum of 10 years; membership on the mediation

1 roster for the Illinois Labor Relations Board or Illinois
2 Educational Labor Relations Board; issuance of at least 5
3 interest arbitration awards arising under the Illinois
4 Public Labor Relations Act; and participation in impasse
5 resolution processes arising under private or public
6 sector collective bargaining statutes in other states. If
7 the parties are unable to agree on a fact-finder, the
8 parties shall request a panel of fact-finders who satisfy
9 the requirements set forth in this paragraph (2) from
10 either the Federal Mediation and Conciliation Service or
11 the American Arbitration Association and shall select a
12 fact-finder from such panel in accordance with the
13 procedures established by the organization providing the
14 panel.

15 (3) The fact-finder shall have the following duties and
16 powers:

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

20 (B) to identify disputed issues that are economic
21 in nature;

22 (C) to meet with the parties either separately or
23 in executive sessions;

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

26 (E) to request the Board to issue subpoenas

1 requiring the attendance and testimony of witnesses or
2 the production of evidence;

3 (F) to administer oaths and affirmations;

4 (G) to examine witnesses and documents;

5 (H) to create a full and complete written record of
6 the hearings;

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

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

12 (K) to employ any other measures deemed
13 appropriate to resolve the impasse.

14 (4) If the dispute is not settled within 75 days after
15 the appointment of the fact-finding panel, the
16 fact-finding panel shall issue a private report to the
17 parties that contains advisory findings of fact and
18 recommended terms of settlement for all disputed issues and
19 that sets forth a rationale for each recommendation. The
20 fact-finding panel, acting by a majority of its members,
21 shall base its findings and recommendations upon the
22 following criteria as applicable:

23 (A) the lawful authority of the employer;

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

26 (C) prior collective bargaining agreements and the

1 bargaining history between the parties;

2 (D) stipulations of the parties;

3 (E) the interests and welfare of the public and the
4 students and families served by the employer;

5 (F) the employer's financial ability to fund the
6 proposals based on existing available resources,
7 provided that such ability is not predicated on an
8 assumption that lines of credit or reserve funds are
9 available or that the employer may or will receive or
10 develop new sources of revenue or increase existing
11 sources of revenue;

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

14 (H) the present and future general economic
15 conditions in the locality and State;

16 (I) a comparison of the wages, hours, and
17 conditions of employment of the employees involved in
18 the dispute with the wages, hours, and conditions of
19 employment of employees performing similar services in
20 public education in the 10 largest U.S. cities;

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

24 (K) the overall compensation presently received by
25 the employees involved in the dispute, including
26 direct wage compensation; vacations, holidays, and

1 other excused time; insurance and pensions; medical
2 and hospitalization benefits; the continuity and
3 stability of employment and all other benefits
4 received; and how each party's proposed compensation
5 structure supports the educational goals of the
6 district;

7 (L) changes in any of the circumstances listed in
8 items (A) through (K) of this paragraph (4) during the
9 fact-finding proceedings;

10 (M) the effect that any term the parties are at
11 impasse on has or may have on the overall educational
12 environment, learning conditions, and working
13 conditions with the school district; and

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

17 (5) The fact-finding panel's recommended terms of
18 settlement shall be deemed agreed upon by the parties as
19 the final resolution of the disputed issues and
20 incorporated into the collective bargaining agreement
21 executed by the parties, unless either party tenders to the
22 other party and the chairperson of the fact-finding panel a
23 notice of rejection of the recommended terms of settlement
24 with a rationale for the rejection, within 15 days after
25 the date of issuance of the fact-finding panel's report. If
26 either party submits a notice of rejection, the chairperson

1 of the fact-finding panel shall publish the fact-finding
2 panel's report and the notice of rejection for public
3 information by delivering a copy to all newspapers of
4 general circulation in the community with simultaneous
5 written notice to the parties.

6 (b) (Blank). ~~If, after a period of bargaining of at least~~
7 ~~60 days, a dispute or impasse exists between an educational~~
8 ~~employer whose territorial boundaries are coterminous with~~
9 ~~those of a city having a population in excess of 500,000 and~~
10 ~~the exclusive bargaining representative over a subject or~~
11 ~~matter set forth in Section 4.5 of this Act, the parties shall~~
12 ~~submit the dispute or impasse to the dispute resolution~~
13 ~~procedure agreed to between the parties. The procedure shall~~
14 ~~provide for mediation of disputes by a rotating mediation panel~~
15 ~~and may, at the request of either party, include the issuance~~
16 ~~of advisory findings of fact and recommendations.~~

17 (c) The costs of fact finding and mediation shall be shared
18 equally between the employer and the exclusive bargaining
19 agent, provided that, for purposes of mediation under this Act,
20 if either party requests the use of mediation services from the
21 Federal Mediation and Conciliation Service, the other party
22 shall either join in such request or bear the additional cost
23 of mediation services from another source. All other costs and
24 expenses of complying with this Section must be borne by the
25 party incurring them.

26 (c-5) If an educational employer or exclusive bargaining

1 representative refuses to participate in mediation or fact
2 finding when required by this Section, the refusal shall be
3 deemed a refusal to bargain in good faith.

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

10 (115 ILCS 5/4.5 rep.)

11 Section 15. The Illinois Educational Labor Relations Act is
12 amended by repealing Section 4.5.

13 Section 99. Effective date. This Act takes effect upon
14 becoming law."