

# HB4776



## 100TH GENERAL ASSEMBLY

State of Illinois

2017 and 2018

HB4776

by Rep. Silvana Tabares

### SYNOPSIS AS INTRODUCED:

105 ILCS 5/34-3.5

115 ILCS 5/12

115 ILCS 5/4.5 rep.

from Ch. 48, par. 1712

Amends the Illinois Educational Labor Relations Act. Removes language concerning impasse procedures involving an educational employer whose territorial boundaries are coterminous with those of a city having a population in excess of 500,000. Repeals provisions concerning subjects of collective bargaining with that educational employer. Amends the School Code to make corresponding changes. Effective immediately.

LRB100 18166 AXK 33417 b

FISCAL NOTE ACT  
MAY APPLY

A BILL FOR

1 AN ACT concerning education.

2 **Be it enacted by the People of the State of Illinois,**  
3 **represented in the General Assembly:**

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  
17 that education reform in the Chicago Public Schools must be  
18 premised on a commitment by all stakeholders to redefine  
19 relationships, develop, implement, and evaluate programs, seek  
20 new and additional resources, improve the value of educational  
21 programs to students, accelerate the quality of teacher  
22 training, improve instructional excellence, and develop and  
23 implement strategies to comply with the federal No Child Left

1 Behind Act of 2001 (Public Law 107-110).

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

16 (b) Decisions concerning matters of inherent managerial  
17 policy necessary to comply with the federal No Child Left  
18 Behind Act of 2001 (Public Law 107-110), including such areas  
19 of discretion or policy as the functions of the employer, the  
20 standards and delivery of educational services and programs,  
21 the district's overall budget, the district's organizational  
22 structure, student assignment, school choice, and the  
23 selection of new employees and direction of employees, and the  
24 impact of these decisions on individual employees or the  
25 bargaining unit shall be permissive subjects of bargaining  
26 between the educational employer and the exclusive bargaining

1 representative and are within the sole discretion of the  
2 educational employer to decide to bargain. ~~This subsection (b)~~  
3 ~~is exclusive of the parties' obligations and responsibilities~~  
4 ~~under Section 4.5 of the Illinois Educational Labor Relations~~  
5 ~~Act (provided that any dispute or impasse that may arise under~~  
6 ~~this subsection (b) shall be resolved exclusively as set forth~~  
7 ~~in subsection (b) of Section 12 of the Illinois Educational~~  
8 ~~Labor Relations Act in lieu of a strike under Section 13 of the~~  
9 ~~Illinois Educational Labor Relations Act).~~

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

11 Section 10. The Illinois Educational Labor Relations Act is  
12 amended by changing Section 12 as follows:

13 (115 ILCS 5/12) (from Ch. 48, par. 1712)

14 Sec. 12. Impasse procedures.

15 (a) This subsection (a) applies only to collective  
16 bargaining between an educational employer that is not a public  
17 school district organized under Article 34 of the School Code  
18 and an exclusive representative of its employees. If the  
19 parties engaged in collective bargaining have not reached an  
20 agreement by 90 days before the scheduled start of the  
21 forthcoming school year, the parties shall notify the Illinois  
22 Educational Labor Relations Board concerning the status of  
23 negotiations. This notice shall include a statement on whether  
24 mediation has been used.

1           Upon demand of either party, collective bargaining between  
2 the employer and an exclusive bargaining representative must  
3 begin within 60 days of the date of certification of the  
4 representative by the Board, or in the case of an existing  
5 exclusive bargaining representative, within 60 days of the  
6 receipt by a party of a demand to bargain issued by the other  
7 party. Once commenced, collective bargaining must continue for  
8 at least a 60 day period, unless a contract is entered into.

9           Except as otherwise provided in subsection (b) of this  
10 Section, if after a reasonable period of negotiation and within  
11 90 days of the scheduled start of the forth-coming school year,  
12 the parties engaged in collective bargaining have reached an  
13 impasse, either party may petition the Board to initiate  
14 mediation. Alternatively, the Board on its own motion may  
15 initiate mediation during this period. However, mediation  
16 shall be initiated by the Board at any time when jointly  
17 requested by the parties and the services of the mediators  
18 shall continuously be made available to the employer and to the  
19 exclusive bargaining representative for purposes of  
20 arbitration of grievances and mediation or arbitration of  
21 contract disputes. If requested by the parties, the mediator  
22 may perform fact-finding and in so doing conduct hearings and  
23 make written findings and recommendations for resolution of the  
24 dispute. Such mediation shall be provided by the Board and  
25 shall be held before qualified impartial individuals. Nothing  
26 prohibits the use of other individuals or organizations such as

1 the Federal Mediation and Conciliation Service or the American  
2 Arbitration Association selected by both the exclusive  
3 bargaining representative and the employer.

4 If the parties engaged in collective bargaining fail to  
5 reach an agreement within 45 days of the scheduled start of the  
6 forthcoming school year and have not requested mediation, the  
7 Illinois Educational Labor Relations Board shall invoke  
8 mediation.

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

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

17 (1) Any time 15 days after mediation has commenced,  
18 either party may initiate the public posting process. The  
19 mediator may initiate the public posting process at any  
20 time 15 days after mediation has commenced during the  
21 mediation process. Initiation of the public posting  
22 process must be filed in writing with the Board, and copies  
23 must be submitted to the parties on the same day the  
24 initiation is filed with the Board.

25 (2) Within 7 days after the initiation of the public  
26 posting process, each party shall submit to the mediator,

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

17 (a-10) This subsection (a-10) applies only to collective  
18 bargaining between a public school district organized under  
19 Article 34 of the School Code and an exclusive representative  
20 of its employees.

21 (1) For collective bargaining agreements between an  
22 educational employer to which this subsection (a-10)  
23 applies and an exclusive representative of its employees,  
24 if the parties fail to reach an agreement after a  
25 reasonable period of mediation, the dispute shall be  
26 submitted to fact-finding in accordance with this

1 subsection (a-10). Either the educational employer or the  
2 exclusive representative may initiate fact-finding by  
3 submitting a written demand to the other party with a copy  
4 of the demand submitted simultaneously to the Board.

5 (2) Within 3 days following a party's demand for  
6 fact-finding, each party shall appoint one member of the  
7 fact-finding panel, unless the parties agree to proceed  
8 without a tri-partite panel. Following these appointments,  
9 if any, the parties shall select a qualified impartial  
10 individual to serve as the fact-finder and chairperson of  
11 the fact-finding panel, if applicable. An individual shall  
12 be considered qualified to serve as the fact-finder and  
13 chairperson of the fact-finding panel, if applicable, if he  
14 or she was not the same individual who was appointed as the  
15 mediator and if he or she satisfies the following  
16 requirements: membership in good standing with the  
17 National Academy of Arbitrators, Federal Mediation and  
18 Conciliation Service, or American Arbitration Association  
19 for a minimum of 10 years; membership on the mediation  
20 roster for the Illinois Labor Relations Board or Illinois  
21 Educational Labor Relations Board; issuance of at least 5  
22 interest arbitration awards arising under the Illinois  
23 Public Labor Relations Act; and participation in impasse  
24 resolution processes arising under private or public  
25 sector collective bargaining statutes in other states. If  
26 the parties are unable to agree on a fact-finder, the



1 parties shall request a panel of fact-finders who satisfy  
2 the requirements set forth in this paragraph (2) from  
3 either the Federal Mediation and Conciliation Service or  
4 the American Arbitration Association and shall select a  
5 fact-finder from such panel in accordance with the  
6 procedures established by the organization providing the  
7 panel.

8 (3) The fact-finder shall have the following duties and  
9 powers:

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

13 (B) to identify disputed issues that are economic  
14 in nature;

15 (C) to meet with the parties either separately or  
16 in executive sessions;

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

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

22 (F) to administer oaths and affirmations;

23 (G) to examine witnesses and documents;

24 (H) to create a full and complete written record of  
25 the hearings;

26 (I) to attempt mediation or remand a disputed issue

1 to the parties for further collective bargaining;

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

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

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

16 (A) the lawful authority of the employer;

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

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

21 (D) stipulations of the parties;

22 (E) the interests and welfare of the public and the  
23 students and families served by the employer;

24 (F) the employer's financial ability to fund the  
25 proposals based on existing available resources,  
26 provided that such ability is not predicated on an

1 assumption that lines of credit or reserve funds are  
2 available or that the employer may or will receive or  
3 develop new sources of revenue or increase existing  
4 sources of revenue;

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

7 (H) the present and future general economic  
8 conditions in the locality and State;

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

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

17 (K) the overall compensation presently received by  
18 the employees involved in the dispute, including  
19 direct wage compensation; vacations, holidays, and  
20 other excused time; insurance and pensions; medical  
21 and hospitalization benefits; the continuity and  
22 stability of employment and all other benefits  
23 received; and how each party's proposed compensation  
24 structure supports the educational goals of the  
25 district;

26 (L) changes in any of the circumstances listed in

1 items (A) through (K) of this paragraph (4) during the  
2 fact-finding proceedings;

3 (M) the effect that any term the parties are at  
4 impasse on has or may have on the overall educational  
5 environment, learning conditions, and working  
6 conditions with the school district; and

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

10 (5) The fact-finding panel's recommended terms of  
11 settlement shall be deemed agreed upon by the parties as  
12 the final resolution of the disputed issues and  
13 incorporated into the collective bargaining agreement  
14 executed by the parties, unless either party tenders to the  
15 other party and the chairperson of the fact-finding panel a  
16 notice of rejection of the recommended terms of settlement  
17 with a rationale for the rejection, within 15 days after  
18 the date of issuance of the fact-finding panel's report. If  
19 either party submits a notice of rejection, the chairperson  
20 of the fact-finding panel shall publish the fact-finding  
21 panel's report and the notice of rejection for public  
22 information by delivering a copy to all newspapers of  
23 general circulation in the community with simultaneous  
24 written notice to the parties.

25 (b) (Blank). ~~If, after a period of bargaining of at least~~  
26 ~~60 days, a dispute or impasse exists between an educational~~

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

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

19 (c-5) If an educational employer or exclusive bargaining  
20 representative refuses to participate in mediation or fact  
21 finding when required by this Section, the refusal shall be  
22 deemed a refusal to bargain in good faith.

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

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

3 (115 ILCS 5/4.5 rep.)

4 Section 15. The Illinois Educational Labor Relations Act is  
5 amended by repealing Section 4.5.

6 Section 99. Effective date. This Act takes effect upon  
7 becoming law.