

1 AN ACT in relation to public employees.

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

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  
8 Fighter 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 of this Act,  
13 unless the parties mutually agree to some other time limit,  
14 mediation shall commence 30 days prior to the expiration date  
15 of such agreement or at such later time as the mediation  
16 services chosen under subsection (b) of Section 12 can be  
17 provided to the parties. In the case of negotiations for an  
18 initial collective bargaining agreement, mediation shall  
19 commence upon 15 days notice from either party or at such  
20 later time as the mediation services chosen pursuant to  
21 subsection (b) of Section 12 can be provided to the parties.  
22 In mediation under this Section, if either party requests the  
23 use of mediation services from the Federal Mediation and  
24 Conciliation Service, the other party shall either join in  
25 such request or bear the additional cost of mediation  
26 services from another source. The mediator shall have a duty  
27 to keep the Board informed on the progress of the mediation.  
28 If any dispute has not been resolved within 15 days after the  
29 first meeting of the parties and the mediator, or within such  
30 other time limit as may be mutually agreed upon by the  
31 parties, either the exclusive representative or employer may

1 request of the other, in writing, arbitration, and shall  
2 submit a copy of the request to the Board.

3 (b) Within 10 days after such a request for arbitration  
4 has been made, the employer shall choose a delegate and the  
5 employees' exclusive representative shall choose a delegate  
6 to a panel of arbitration as provided in this Section. The  
7 employer and employees shall forthwith advise the other and  
8 the Board of their selections.

9 (c) Within 7 days of the request of either party, the  
10 Board shall select from the Public Employees Labor Mediation  
11 Roster 7 persons who are on the labor arbitration panels of  
12 either the American Arbitration Association or the Federal  
13 Mediation and Conciliation Service, or who are members of the  
14 National Academy of Arbitrators, as nominees for impartial  
15 arbitrator of the arbitration panel. The parties may select  
16 an individual on the list provided by the Board or any other  
17 individual mutually agreed upon by the parties. Within 7  
18 days following the receipt of the list, the parties shall  
19 notify the Board of the person they have selected. Unless  
20 the parties agree on an alternate selection procedure, they  
21 shall alternatively strike one name from the list provided by  
22 the Board until only one name remains. A coin toss shall  
23 determine which party shall strike the first name. If the  
24 parties fail to notify the Board in a timely manner of their  
25 selection for neutral chairman, the Board shall appoint a  
26 neutral chairman from the Illinois Public Employees  
27 Mediation/Arbitration Roster.

28 (d) The chairman shall call a hearing to begin within 15  
29 days and give reasonable notice of the time and place of the  
30 hearing. The hearing shall be held at the offices of the  
31 Board or at such other location as the Board deems  
32 appropriate. The chairman shall preside over the hearing and  
33 shall take testimony. Any oral or documentary evidence and  
34 other data deemed relevant by the arbitration panel may be

1 received in evidence. The proceedings shall be informal.  
2 Technical rules of evidence shall not apply and the  
3 competency of the evidence shall not thereby be deemed  
4 impaired. A verbatim record of the proceedings shall be made  
5 and the arbitrator shall arrange for the necessary recording  
6 service. Transcripts may be ordered at the expense of the  
7 party ordering them, but the transcripts shall not be  
8 necessary for a decision by the arbitration panel. The  
9 expense of the proceedings, including a fee for the chairman,  
10 established in advance by the Board, shall be borne equally  
11 by each of the parties to the dispute. The delegates, if  
12 public officers or employees, shall continue on the payroll  
13 of the public employer without loss of pay. The hearing  
14 conducted by the arbitration panel may be adjourned from time  
15 to time, but unless otherwise agreed by the parties, shall be  
16 concluded within 30 days of the time of its commencement.  
17 Majority actions and rulings shall constitute the actions and  
18 rulings of the arbitration panel. Arbitration proceedings  
19 under this Section shall not be interrupted or terminated by  
20 reason of any unfair labor practice charge filed by either  
21 party at any time.

22 (e) The arbitration panel may administer oaths, require  
23 the attendance of witnesses, and the production of such  
24 books, papers, contracts, agreements and documents as may be  
25 deemed by it material to a just determination of the issues  
26 in dispute, and for such purpose may issue subpoenas. If any  
27 person refuses to obey a subpoena, or refuses to be sworn or  
28 to testify, or if any witness, party or attorney is guilty of  
29 any contempt while in attendance at any hearing, the  
30 arbitration panel may, or the attorney general if requested  
31 shall, invoke the aid of any circuit court within the  
32 jurisdiction in which the hearing is being held, which court  
33 shall issue an appropriate order. Any failure to obey the  
34 order may be punished by the court as contempt.

1 (f) At any time before the rendering of an award, the  
2 chairman of the arbitration panel, if he is of the opinion  
3 that it would be useful or beneficial to do so, may remand  
4 the dispute to the parties for further collective bargaining  
5 for a period not to exceed 2 weeks. If the dispute is  
6 remanded for further collective bargaining the time  
7 provisions of this Act shall be extended for a time period  
8 equal to that of the remand. The chairman of the panel of  
9 arbitration shall notify the Board of the remand.

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

30 (h) Where there is no agreement between the parties, or  
31 where there is an agreement but the parties have begun  
32 negotiations or discussions looking to a new agreement or  
33 amendment of the existing agreement, and wage rates or other  
34 conditions of employment under the proposed new or amended

1 agreement are in dispute, the arbitration panel shall base  
2 its findings, opinions and order upon the following factors,  
3 as 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  
10 of employment of the employees involved in the  
11 arbitration proceeding with the wages, hours and  
12 conditions of employment of other employees performing  
13 similar services 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  
19 services, commonly known as the cost of living.

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

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

28 (8) Such other factors, not confined to the  
29 foregoing, which are normally or traditionally taken into  
30 consideration in the determination of wages, hours and  
31 conditions of employment through voluntary collective  
32 bargaining, mediation, fact-finding, arbitration or  
33 otherwise between the parties, in the public service or  
34 in private employment.

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

23 In the case of fire fighter, and fire department or fire  
24 district paramedic matters, the arbitration decision shall be  
25 limited to wages, hours, and conditions of employment (which  
26 may include residency requirements in municipalities with a  
27 population under 1,000,000, but those residency requirements  
28 shall not allow residency outside of Illinois) and shall not  
29 include the following matters: i) residency requirements in  
30 municipalities with a population of at least 1,000,000; ii)  
31 the type of equipment (other than uniforms and fire fighter  
32 turnout gear) issued or used; iii) the total number of  
33 employees employed by the department; iv) mutual aid and  
34 assistance agreements to other units of government; and v)

1 the criterion pursuant to which force, including deadly  
2 force, can be used; provided, however, nothing herein shall  
3 preclude an arbitration decision regarding equipment levels  
4 if such decision is based on a finding that the equipment  
5 considerations in a specific work assignment involve a  
6 serious risk to the safety of a fire fighter beyond that  
7 which is inherent in the normal performance of fire fighter  
8 duties. Limitation of the terms of the arbitration decision  
9 pursuant to this subsection shall not be construed to limit  
10 the facts upon which the decision may be based, as set forth  
11 in subsection (h).

12 The changes to this subsection (i) made by Public Act  
13 90-385 (relating to residency requirements) do not apply to  
14 persons who are employed by a combined department that  
15 performs both police and firefighting services; these persons  
16 shall be governed by the provisions of this subsection (i)  
17 relating to peace officers, as they existed before the  
18 amendment by Public Act 90-385.

19 To preserve historical bargaining rights, this subsection  
20 shall not apply to any provision of a fire fighter collective  
21 bargaining agreement in effect and applicable on the  
22 effective date of this Act; provided, however, nothing herein  
23 shall preclude arbitration with respect to any such  
24 provision.

25 (j) Arbitration procedures shall be deemed to be  
26 initiated by the filing of a letter requesting mediation as  
27 required under subsection (a) of this Section. The  
28 commencement of a new municipal fiscal year after the  
29 initiation of arbitration procedures under this Act, but  
30 before the arbitration decision, or its enforcement, shall  
31 not be deemed to render a dispute moot, or to otherwise  
32 impair the jurisdiction or authority of the arbitration panel  
33 or its decision. Increases in rates of compensation awarded  
34 by the arbitration panel may be effective only at the start

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

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

34 (l) During the pendency of proceedings before the

1 arbitration panel, existing wages, hours, and other  
2 conditions of employment shall not be changed by action of  
3 either party without the consent of the other but a party may  
4 so consent without prejudice to his rights or position under  
5 this Act. The proceedings are deemed to be pending before  
6 the arbitration panel upon the initiation of arbitration  
7 procedures under this Act.

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

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

18 The governing body shall review each term decided by the  
19 arbitration panel. If the governing body fails to reject one  
20 or more terms of the arbitration panel's decision by a 3/5  
21 vote of those duly elected and qualified members of the  
22 governing body, within 20 days of issuance, or in the case of  
23 firefighters employed by a state university, at the next  
24 regularly scheduled meeting of the governing body after  
25 issuance, such term or terms shall become a part of the  
26 collective bargaining agreement of the parties. If the  
27 governing body affirmatively rejects one or more terms of the  
28 arbitration panel's decision, it must provide reasons for  
29 such rejection with respect to each term so rejected, within  
30 20 days of such rejection and the parties shall return to the  
31 arbitration panel for further proceedings and issuance of a  
32 supplemental decision with respect to the rejected terms.  
33 Any supplemental decision by an arbitration panel or other  
34 decision maker agreed to by the parties shall be submitted to

1 the governing body for ratification and adoption in  
2 accordance with the procedures and voting requirements set  
3 forth in this Section. The voting requirements of this  
4 subsection shall apply to all disputes submitted to  
5 arbitration pursuant to this Section notwithstanding any  
6 contrary voting requirements contained in any existing  
7 collective bargaining agreement between the parties.

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

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

21 (Source: P.A. 89-195, eff. 7-21-95; 90-202, eff. 7-24-97;  
22 90-385, eff. 8-15-97; 90-655, eff. 7-30-98.)