



94TH GENERAL ASSEMBLY

State of Illinois

2005 and 2006

HB2121

Introduced 2/14/2005, by Rep. Michael J. Madigan - Barbara Flynn Currie - Larry McKeon

SYNOPSIS AS INTRODUCED:

5 ILCS 315/14

from Ch. 48, par. 1614

Amends the Illinois Public Labor Relations Act. Makes a technical change in a Section concerning security employees.

LRB094 03072 WGH 33073 b

1 AN ACT concerning labor.

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 Fighter
8 Disputes.

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

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

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

25 (d) The chairman shall call a hearing to begin within 15
26 days and give reasonable notice of the time and place of the
27 hearing. The hearing shall be held at the offices of the Board
28 or at such other location as the Board deems appropriate. The
29 chairman shall preside over the hearing and shall take
30 testimony. Any oral or documentary evidence and other data
31 deemed relevant by the arbitration panel may be received in
32 evidence. The proceedings shall be informal. Technical rules of
33 evidence shall not apply and the competency of the evidence
34 shall not thereby be deemed impaired. A verbatim record of the
35 proceedings shall be made and the arbitrator shall arrange for
36 the necessary recording service. Transcripts may be ordered at

1 the expense of the party ordering them, but the transcripts
2 shall not be necessary for a decision by the arbitration panel.
3 The expense of the proceedings, including a fee for the
4 chairman, established in advance by the Board, shall be borne
5 equally by each of the parties to the dispute. The delegates,
6 if public officers or employees, shall continue on the payroll
7 of the public employer without loss of pay. The hearing
8 conducted by the arbitration panel may be adjourned from time
9 to time, but unless otherwise agreed by the parties, shall be
10 concluded within 30 days of the time of its commencement.
11 Majority actions and rulings shall constitute the actions and
12 rulings of the arbitration panel. Arbitration proceedings
13 under this Section shall not be interrupted or terminated by
14 reason of any unfair labor practice charge filed by either
15 party at any time.

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

29 (f) At any time before the rendering of an award, the
30 chairman of the arbitration panel, if he is of the opinion that
31 it would be useful or beneficial to do so, may remand the
32 dispute to the parties for further collective bargaining for a
33 period not to exceed 2 weeks. If the dispute is remanded for
34 further collective bargaining the time provisions of this Act
35 shall be extended for a time period equal to that of the
36 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
27 agreement are in dispute, the arbitration panel shall base its
28 findings, opinions and order upon the following factors, as
29 applicable:

30 (1) The lawful authority of the employer.

31 (2) Stipulations of the parties.

32 (3) The interests and welfare of the public and the
33 financial ability of the unit of government to meet those
34 costs.

35 (4) Comparison of the wages, hours and conditions of
36 employment of the employees involved in the arbitration

1 proceeding with the wages, hours and conditions of
2 employment of other employees performing similar services
3 and with other employees generally:

4 (A) In public employment in comparable
5 communities.

6 (B) In private employment in comparable
7 communities.

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

10 (6) The overall compensation presently received by the
11 employees, including direct wage compensation, vacations,
12 holidays and other excused time, insurance and pensions,
13 medical and hospitalization benefits, the continuity and
14 stability of employment and all other benefits received.

15 (7) Changes in any of the foregoing circumstances
16 during the pendency of the arbitration proceedings.

17 (8) Such other factors, not confined to the foregoing,
18 which are normally or traditionally taken into
19 consideration in the determination of wages, hours and
20 conditions of employment through voluntary collective
21 bargaining, mediation, fact-finding, arbitration or
22 otherwise between the parties, in the public service or in
23 private employment.

24 (i) In the case of peace officers, the arbitration decision
25 shall be limited to wages, hours, and conditions of employment
26 (which may include residency requirements in municipalities
27 with a population under 1,000,000, but those residency
28 requirements shall not allow residency outside of Illinois) and
29 shall not include the following: i) residency requirements in
30 municipalities with a population of at least 1,000,000; ii) the
31 type of equipment, other than uniforms, issued or used; iii)
32 manning; iv) the total number of employees employed by the
33 department; v) mutual aid and assistance agreements to other
34 units of government; and vi) the criterion pursuant to which
35 force, including deadly force, can be used; provided, nothing
36 herein shall preclude an arbitration decision regarding

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

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

32 The changes to this subsection (i) made by Public Act
33 90-385 (relating to residency requirements) do not apply to
34 persons who are employed by a combined department that performs
35 both police and firefighting services; these persons shall be
36 governed by the provisions of this subsection (i) relating to

1 peace officers, as they existed before the amendment by Public
2 Act 90-385.

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

8 (j) Arbitration procedures shall be deemed to be initiated
9 by the filing of a letter requesting mediation as required
10 under subsection (a) of this Section. The commencement of a new
11 municipal fiscal year after the initiation of arbitration
12 procedures under this Act, but before the arbitration decision,
13 or its enforcement, shall not be deemed to render a dispute
14 moot, or to otherwise impair the jurisdiction or authority of
15 the arbitration panel or its decision. Increases in rates of
16 compensation awarded by the arbitration panel may be effective
17 only at the start of the fiscal year next commencing after the
18 date of the arbitration award. If a new fiscal year has
19 commenced either since the initiation of arbitration
20 procedures under this Act or since any mutually agreed
21 extension of the statutorily required period of mediation under
22 this Act by the parties to the labor dispute causing a delay in
23 the initiation of arbitration, the foregoing limitations shall
24 be inapplicable, and such awarded increases may be retroactive
25 to the commencement of the fiscal year, any other statute or
26 charter provisions to the contrary, notwithstanding. At any
27 time the parties, by stipulation, may amend or modify an award
28 of arbitration.

29 (k) Orders of the arbitration panel shall be reviewable,
30 upon appropriate petition by either the public employer or the
31 exclusive bargaining representative, by the circuit court for
32 the county in which the dispute arose or in which a majority of
33 the affected employees reside, but only for reasons that the
34 arbitration panel was without or exceeded its statutory
35 authority; the order is arbitrary, or capricious; or the order
36 was procured by fraud, collusion or other similar and unlawful

1 means. Such petitions for review must be filed with the
2 appropriate circuit court within 90 days following the issuance
3 of the arbitration order. The pendency of such proceeding for
4 review shall not automatically stay the order of the
5 arbitration panel. The party against whom the final decision of
6 any such court shall be adverse, if such court finds such
7 appeal or petition to be frivolous, shall pay reasonable
8 attorneys' fees and costs to the successful party as determined
9 by said court in its discretion. If said court's decision
10 affirms the award of money, such award, if retroactive, shall
11 bear interest at the rate of 12 percent per annum from the
12 effective retroactive date.

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

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

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

30 The governing body shall review each term decided by the
31 arbitration panel. If the governing body fails to reject one or
32 more terms of the arbitration panel's decision by a 3/5 vote of
33 those duly elected and qualified members of the governing body,
34 within 20 days of issuance, or in the case of firefighters
35 employed by a state university, at the next regularly scheduled
36 meeting of the governing body after issuance, such term or

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

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

26 (p) Notwithstanding the provisions of this Section the
27 employer and exclusive representative may agree to submit
28 unresolved disputes concerning wages, hours, terms and
29 conditions of employment to an alternative form of impasse
30 resolution.

31 (Source: P.A. 89-195, eff. 7-21-95; 90-202, eff. 7-24-97;
32 90-385, eff. 8-15-97; 90-655, eff. 7-30-98.)