



Sen. Robert Peters

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10400HB3005sam001

LRB104 09323 SPS 28991 a

1 AMENDMENT TO HOUSE BILL 3005

2 AMENDMENT NO. _____. Amend House Bill 3005 by replacing
3 everything after the enacting clause with the following:

4 "Section 5. The Freedom of Information Act is amended by
5 changing Section 7.5 as follows:

6 (5 ILCS 140/7.5)

7 Sec. 7.5. Statutory exemptions. To the extent provided for
8 by the statutes referenced below, the following shall be
9 exempt from inspection and copying:

10 (a) All information determined to be confidential
11 under Section 4002 of the Technology Advancement and
12 Development Act.

13 (b) Library circulation and order records identifying
14 library users with specific materials under the Library
15 Records Confidentiality Act.

16 (c) Applications, related documents, and medical

1 records received by the Experimental Organ Transplantation
2 Procedures Board and any and all documents or other
3 records prepared by the Experimental Organ Transplantation
4 Procedures Board or its staff relating to applications it
5 has received.

6 (d) Information and records held by the Department of
7 Public Health and its authorized representatives relating
8 to known or suspected cases of sexually transmitted
9 infection or any information the disclosure of which is
10 restricted under the Illinois Sexually Transmitted
11 Infection Control Act.

12 (e) Information the disclosure of which is exempted
13 under Section 30 of the Radon Industry Licensing Act.

14 (f) Firm performance evaluations under Section 55 of
15 the Architectural, Engineering, and Land Surveying
16 Qualifications Based Selection Act.

17 (g) Information the disclosure of which is restricted
18 and exempted under Section 50 of the Illinois Prepaid
19 Tuition Act.

20 (h) Information the disclosure of which is exempted
21 under the State Officials and Employees Ethics Act, and
22 records of any lawfully created State or local inspector
23 general's office that would be exempt if created or
24 obtained by an Executive Inspector General's office under
25 that Act.

26 (i) Information contained in a local emergency energy

1 plan submitted to a municipality in accordance with a
2 local emergency energy plan ordinance that is adopted
3 under Section 11-21.5-5 of the Illinois Municipal Code.

4 (j) Information and data concerning the distribution
5 of surcharge moneys collected and remitted by carriers
6 under the Emergency Telephone System Act.

7 (k) Law enforcement officer identification information
8 or driver identification information compiled by a law
9 enforcement agency or the Department of Transportation
10 under Section 11-212 of the Illinois Vehicle Code.

11 (l) Records and information provided to a residential
12 health care facility resident sexual assault and death
13 review team or the Executive Council under the Abuse
14 Prevention Review Team Act.

15 (m) Information provided to the predatory lending
16 database created pursuant to Article 3 of the Residential
17 Real Property Disclosure Act, except to the extent
18 authorized under that Article.

19 (n) Defense budgets and petitions for certification of
20 compensation and expenses for court appointed trial
21 counsel as provided under Sections 10 and 15 of the
22 Capital Crimes Litigation Act (repealed). This subsection
23 (n) shall apply until the conclusion of the trial of the
24 case, even if the prosecution chooses not to pursue the
25 death penalty prior to trial or sentencing.

26 (o) Information that is prohibited from being

1 disclosed under Section 4 of the Illinois Health and
2 Hazardous Substances Registry Act.

3 (p) Security portions of system safety program plans,
4 investigation reports, surveys, schedules, lists, data, or
5 information compiled, collected, or prepared by or for the
6 Department of Transportation under Sections 2705-300 and
7 2705-616 of the Department of Transportation Law of the
8 Civil Administrative Code of Illinois, the Regional
9 Transportation Authority under Section 2.11 of the
10 Regional Transportation Authority Act, or the St. Clair
11 County Transit District under the Bi-State Transit Safety
12 Act (repealed).

13 (q) Information prohibited from being disclosed by the
14 Personnel Record Review Act.

15 (r) Information prohibited from being disclosed by the
16 Illinois School Student Records Act.

17 (s) Information the disclosure of which is restricted
18 under Section 5-108 of the Public Utilities Act.

19 (t) (Blank).

20 (u) Records and information provided to an independent
21 team of experts under the Developmental Disability and
22 Mental Health Safety Act (also known as Brian's Law).

23 (v) Names and information of people who have applied
24 for or received Firearm Owner's Identification Cards under
25 the Firearm Owners Identification Card Act or applied for
26 or received a concealed carry license under the Firearm

1 Concealed Carry Act, unless otherwise authorized by the
2 Firearm Concealed Carry Act; and databases under the
3 Firearm Concealed Carry Act, records of the Concealed
4 Carry Licensing Review Board under the Firearm Concealed
5 Carry Act, and law enforcement agency objections under the
6 Firearm Concealed Carry Act.

7 (v-5) Records of the Firearm Owner's Identification
8 Card Review Board that are exempted from disclosure under
9 Section 10 of the Firearm Owners Identification Card Act.

10 (w) Personally identifiable information which is
11 exempted from disclosure under subsection (g) of Section
12 19.1 of the Toll Highway Act.

13 (x) Information which is exempted from disclosure
14 under Section 5-1014.3 of the Counties Code or Section
15 8-11-21 of the Illinois Municipal Code.

16 (y) Confidential information under the Adult
17 Protective Services Act and its predecessor enabling
18 statute, the Elder Abuse and Neglect Act, including
19 information about the identity and administrative finding
20 against any caregiver of a verified and substantiated
21 decision of abuse, neglect, or financial exploitation of
22 an eligible adult maintained in the Registry established
23 under Section 7.5 of the Adult Protective Services Act.

24 (z) Records and information provided to a fatality
25 review team or the Illinois Fatality Review Team Advisory
26 Council under Section 15 of the Adult Protective Services

1 Act.

2 (aa) Information which is exempted from disclosure
3 under Section 2.37 of the Wildlife Code.

4 (bb) Information which is or was prohibited from
5 disclosure by the Juvenile Court Act of 1987.

6 (cc) Recordings made under the Law Enforcement
7 Officer-Worn Body Camera Act, except to the extent
8 authorized under that Act.

9 (dd) Information that is prohibited from being
10 disclosed under Section 45 of the Condominium and Common
11 Interest Community Ombudsperson Act.

12 (ee) Information that is exempted from disclosure
13 under Section 30.1 of the Pharmacy Practice Act.

14 (ff) Information that is exempted from disclosure
15 under the Revised Uniform Unclaimed Property Act.

16 (gg) Information that is prohibited from being
17 disclosed under Section 7-603.5 of the Illinois Vehicle
18 Code.

19 (hh) Records that are exempt from disclosure under
20 Section 1A-16.7 of the Election Code.

21 (ii) Information which is exempted from disclosure
22 under Section 2505-800 of the Department of Revenue Law of
23 the Civil Administrative Code of Illinois.

24 (jj) Information and reports that are required to be
25 submitted to the Department of Labor by registering day
26 and temporary labor service agencies but are exempt from

1 disclosure under subsection (a-1) of Section 45 of the Day
2 and Temporary Labor Services Act.

3 (kk) Information prohibited from disclosure under the
4 Seizure and Forfeiture Reporting Act.

5 (ll) Information the disclosure of which is restricted
6 and exempted under Section 5-30.8 of the Illinois Public
7 Aid Code.

8 (mm) Records that are exempt from disclosure under
9 Section 4.2 of the Crime Victims Compensation Act.

10 (nn) Information that is exempt from disclosure under
11 Section 70 of the Higher Education Student Assistance Act.

12 (oo) Communications, notes, records, and reports
13 arising out of a peer support counseling session
14 prohibited from disclosure under the First Responders
15 Suicide Prevention Act.

16 (pp) Names and all identifying information relating to
17 an employee of an emergency services provider or law
18 enforcement agency under the First Responders Suicide
19 Prevention Act.

20 (qq) Information and records held by the Department of
21 Public Health and its authorized representatives collected
22 under the Reproductive Health Act.

23 (rr) Information that is exempt from disclosure under
24 the Cannabis Regulation and Tax Act.

25 (ss) Data reported by an employer to the Department of
26 Human Rights pursuant to Section 2-108 of the Illinois

1 Human Rights Act.

2 (tt) Recordings made under the Children's Advocacy
3 Center Act, except to the extent authorized under that
4 Act.

5 (uu) Information that is exempt from disclosure under
6 Section 50 of the Sexual Assault Evidence Submission Act.

7 (vv) Information that is exempt from disclosure under
8 subsections (f) and (j) of Section 5-36 of the Illinois
9 Public Aid Code.

10 (ww) Information that is exempt from disclosure under
11 Section 16.8 of the State Treasurer Act.

12 (xx) Information that is exempt from disclosure or
13 information that shall not be made public under the
14 Illinois Insurance Code.

15 (yy) Information prohibited from being disclosed under
16 the Illinois Educational Labor Relations Act.

17 (zz) Information prohibited from being disclosed under
18 the Illinois Public Labor Relations Act.

19 (aaa) Information prohibited from being disclosed
20 under Section 1-167 of the Illinois Pension Code.

21 (bbb) Information that is prohibited from disclosure
22 by the Illinois Police Training Act and the Illinois State
23 Police Act.

24 (ccc) Records exempt from disclosure under Section
25 2605-304 of the Illinois State Police Law of the Civil
26 Administrative Code of Illinois.

1 (ddd) Information prohibited from being disclosed
2 under Section 35 of the Address Confidentiality for
3 Victims of Domestic Violence, Sexual Assault, Human
4 Trafficking, or Stalking Act.

5 (eee) Information prohibited from being disclosed
6 under subsection (b) of Section 75 of the Domestic
7 Violence Fatality Review Act.

8 (fff) Images from cameras under the Expressway Camera
9 Act. This subsection (fff) is inoperative on and after
10 July 1, 2025.

11 (ggg) Information prohibited from disclosure under
12 paragraph (3) of subsection (a) of Section 14 of the Nurse
13 Agency Licensing Act.

14 (hhh) Information submitted to the Illinois State
15 Police in an affidavit or application for an assault
16 weapon endorsement, assault weapon attachment endorsement,
17 .50 caliber rifle endorsement, or .50 caliber cartridge
18 endorsement under the Firearm Owners Identification Card
19 Act.

20 (iii) Data exempt from disclosure under Section 50 of
21 the School Safety Drill Act.

22 (jjj) Information exempt from disclosure under Section
23 30 of the Insurance Data Security Law.

24 (kkk) Confidential business information prohibited
25 from disclosure under Section 45 of the Paint Stewardship
26 Act.

1 (lll) Data exempt from disclosure under Section
2 2-3.196 of the School Code.

3 (mmm) Information prohibited from being disclosed
4 under subsection (e) of Section 1-129 of the Illinois
5 Power Agency Act.

6 (nnn) Materials received by the Department of Commerce
7 and Economic Opportunity that are confidential under the
8 Music and Musicians Tax Credit and Jobs Act.

9 (ooo) Data or information provided pursuant to Section
10 20 of the Statewide Recycling Needs and Assessment Act.

11 (ppp) Information that is exempt from disclosure under
12 Section 28-11 of the Lawful Health Care Activity Act.

13 (qqq) Information that is exempt from disclosure under
14 Section 7-101 of the Illinois Human Rights Act.

15 (rrr) Information prohibited from being disclosed
16 under Section 4-2 of the Uniform Money Transmission
17 Modernization Act.

18 (sss) Information exempt from disclosure under Section
19 40 of the Student-Athlete Endorsement Rights Act.

20 (ttt) Audio recordings made under Section 30 of the
21 Illinois State Police Act, except to the extent authorized
22 under that Section.

23 (uuu) Information prohibited from being disclosed
24 under Section 1505-230 of the Department of Labor Law of
25 the Civil Administrative Code of Illinois.

26 (Source: P.A. 102-36, eff. 6-25-21; 102-237, eff. 1-1-22;

1 102-292, eff. 1-1-22; 102-520, eff. 8-20-21; 102-559, eff.
2 8-20-21; 102-813, eff. 5-13-22; 102-946, eff. 7-1-22;
3 102-1042, eff. 6-3-22; 102-1116, eff. 1-10-23; 103-8, eff.
4 6-7-23; 103-34, eff. 6-9-23; 103-142, eff. 1-1-24; 103-372,
5 eff. 1-1-24; 103-472, eff. 8-1-24; 103-508, eff. 8-4-23;
6 103-580, eff. 12-8-23; 103-592, eff. 6-7-24; 103-605, eff.
7 7-1-24; 103-636, eff. 7-1-24; 103-724, eff. 1-1-25; 103-786,
8 eff. 8-7-24; 103-859, eff. 8-9-24; 103-991, eff. 8-9-24;
9 103-1049, eff. 8-9-24; 103-1081, eff. 3-21-25.)

10 Section 10. The Illinois Public Labor Relations Act is
11 amended by changing Sections 14 and 17 as follows:

12 (5 ILCS 315/14) (from Ch. 48, par. 1614)

13 Sec. 14. Security employee, peace officer and fire fighter
14 disputes.

15 (a) In the case of collective bargaining agreements
16 involving units of security employees of a public employer,
17 Peace Officer Units, or units of fire fighters or paramedics,
18 and in the case of disputes under Section 18, unless the
19 parties mutually agree to some other time limit, mediation
20 shall commence 30 days prior to the expiration date of such
21 agreement or at such later time as the mediation services
22 chosen under subsection (b) of Section 12 can be provided to
23 the parties. In the case of negotiations for an initial
24 collective bargaining agreement, mediation shall commence upon

1 15 days notice from either party or at such later time as the
2 mediation services chosen pursuant to subsection (b) of
3 Section 12 can be provided to the parties. In mediation under
4 this Section, if either party requests the use of mediation
5 services from the Federal Mediation and Conciliation Service
6 or, if the Federal Mediation and Conciliation Service is
7 unable to provide mediation services, from the Illinois
8 Department of Labor, the other party shall either join in such
9 request or bear the additional cost of mediation services from
10 another source. The mediator shall have a duty to keep the
11 Board informed on the progress of the mediation. If any
12 dispute has not been resolved within 15 days after the first
13 meeting of the parties and the mediator, or within such other
14 time limit as may be mutually agreed upon by the parties,
15 either the exclusive representative or employer may request of
16 the other, in writing, arbitration, and shall submit a copy of
17 the request to the Board.

18 (b) Within 10 days after such a request for arbitration
19 has been made, the employer shall choose a delegate and the
20 employees' exclusive representative shall choose a delegate to
21 a panel of arbitration as provided in this Section. The
22 employer and employees shall forthwith advise the other and
23 the Board of their selections.

24 (c) Within 7 days after the request of either party, the
25 parties shall request a panel of impartial arbitrators from
26 which they shall select the neutral chairman according to the

1 procedures provided in this Section. If the parties have
2 agreed to a contract that contains a grievance resolution
3 procedure as provided in Section 8, the chairman shall be
4 selected using their agreed contract procedure unless they
5 mutually agree to another procedure. If the parties fail to
6 notify the Board of their selection of neutral chairman within
7 7 days after receipt of the list of impartial arbitrators, the
8 Board shall appoint, at random, a neutral chairman from the
9 list. In the absence of an agreed contract procedure for
10 selecting an impartial arbitrator, either party may request a
11 panel from the Board. Within 7 days of the request of either
12 party, the Board shall select from the Public Employees Labor
13 Mediation Roster 7 persons who are on the labor arbitration
14 panels of either the American Arbitration Association or the
15 Federal Mediation and Conciliation Service, or who are members
16 of the National Academy of Arbitrators, as nominees for
17 impartial arbitrator of the arbitration panel. The parties may
18 select an individual on the list provided by the Board or any
19 other individual mutually agreed upon by the parties. Within 7
20 days following the receipt of the list, the parties shall
21 notify the Board of the person they have selected. Unless the
22 parties agree on an alternate selection procedure, they shall
23 alternatively strike one name from the list provided by the
24 Board until only one name remains. A coin toss shall determine
25 which party shall strike the first name. If the parties fail to
26 notify the Board in a timely manner of their selection for

1 neutral chairman, the Board shall appoint a neutral chairman
2 from the Illinois Public Employees Mediation/Arbitration
3 Roster.

4 (d) The chairman shall call a hearing to begin within 15
5 days and give reasonable notice of the time and place of the
6 hearing. The hearing shall be held at the offices of the Board
7 or at such other location as the Board deems appropriate. The
8 chairman shall preside over the hearing and shall take
9 testimony. Any oral or documentary evidence and other data
10 deemed relevant by the arbitration panel may be received in
11 evidence. The proceedings shall be informal. Technical rules
12 of evidence shall not apply and the competency of the evidence
13 shall not thereby be deemed impaired. A verbatim record of the
14 proceedings shall be made and the arbitrator shall arrange for
15 the necessary recording service. Transcripts may be ordered at
16 the expense of the party ordering them, but the transcripts
17 shall not be necessary for a decision by the arbitration
18 panel. The expense of the proceedings, including a fee for the
19 chairman, shall be borne equally by each of the parties to the
20 dispute. The delegates, if public officers or employees, shall
21 continue on the payroll of the public employer without loss of
22 pay. The hearing conducted by the arbitration panel may be
23 adjourned from time to time, but unless otherwise agreed by
24 the parties, shall be concluded within 30 days of the time of
25 its commencement. Majority actions and rulings shall
26 constitute the actions and rulings of the arbitration panel.

1 Arbitration proceedings under this Section shall not be
2 interrupted or terminated by reason of any unfair labor
3 practice charge filed by either party at any time.

4 (e) The arbitration panel may administer oaths, require
5 the attendance of witnesses, and the production of such books,
6 papers, contracts, agreements and documents as may be deemed
7 by it material to a just determination of the issues in
8 dispute, and for such purpose may issue subpoenas. If any
9 person refuses to obey a subpoena, or refuses to be sworn or to
10 testify, or if any witness, party or attorney is guilty of any
11 contempt while in attendance at any hearing, the arbitration
12 panel may, or the attorney general if requested shall, invoke
13 the aid of any circuit court within the jurisdiction in which
14 the hearing is being held, which court shall issue an
15 appropriate order. Any failure to obey the order may be
16 punished by the court as contempt.

17 (f) At any time before the rendering of an award, the
18 chairman of the arbitration panel, if he is of the opinion that
19 it would be useful or beneficial to do so, may remand the
20 dispute to the parties for further collective bargaining for a
21 period not to exceed 2 weeks. If the dispute is remanded for
22 further collective bargaining the time provisions of this Act
23 shall be extended for a time period equal to that of the
24 remand. The chairman of the panel of arbitration shall notify
25 the Board of the remand.

26 (g) At or before the conclusion of the hearing held

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

20 (h) Where there is no agreement between the parties, or
21 where there is an agreement but the parties have begun
22 negotiations or discussions looking to a new agreement or
23 amendment of the existing agreement, and wage rates or other
24 conditions of employment under the proposed new or amended
25 agreement are in dispute, the arbitration panel shall base its
26 findings, opinions and order upon the following factors, as

1 applicable:

2 (1) The lawful authority of the employer.

3 (2) Stipulations of the parties.

4 (3) The interests and welfare of the public and the
5 financial ability of the unit of government to meet those
6 costs.

7 (4) Comparison of the wages, hours and conditions of
8 employment of the employees involved in the arbitration
9 proceeding with the wages, hours and conditions of
10 employment of other employees performing similar services
11 and with other employees generally:

12 (A) In public employment in comparable
13 communities.

14 (B) In private employment in comparable
15 communities.

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

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

23 (7) Changes in any of the foregoing circumstances
24 during the pendency of the arbitration proceedings.

25 (8) Such other factors, not confined to the foregoing,
26 which are normally or traditionally taken into

1 consideration in the determination of wages, hours and
2 conditions of employment through voluntary collective
3 bargaining, mediation, fact-finding, arbitration or
4 otherwise between the parties, in the public service or in
5 private employment.

6 (i) In the case of peace officers, the arbitration
7 decision shall be limited to wages, hours, and conditions of
8 employment (which may include residency requirements in
9 municipalities with a population under 100,000, but those
10 residency requirements shall not allow residency outside of
11 Illinois) and shall not include the following: i) residency
12 requirements in municipalities with a population of at least
13 100,000; ii) the type of equipment, other than uniforms,
14 issued or used; iii) manning; iv) the total number of
15 employees employed by the department; v) mutual aid and
16 assistance agreements to other units of government; and vi)
17 the criterion pursuant to which force, including deadly force,
18 can be used; provided, nothing herein shall preclude an
19 arbitration decision regarding equipment or manning levels if
20 such decision is based on a finding that the equipment or
21 manning considerations in a specific work assignment involve a
22 serious risk to the safety of a peace officer beyond that which
23 is inherent in the normal performance of police duties.
24 Limitation of the terms of the arbitration decision pursuant
25 to this subsection shall not be construed to limit the factors
26 upon which the decision may be based, as set forth in

1 subsection (h).

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

25 The changes to this subsection (i) made by Public Act
26 90-385 (relating to residency requirements) do not apply to

1 persons who are employed by a combined department that
2 performs both police and firefighting services; these persons
3 shall be governed by the provisions of this subsection (i)
4 relating to peace officers, as they existed before the
5 amendment by Public Act 90-385.

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

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

1 foregoing limitations shall be inapplicable, and such awarded
2 increases may be retroactive to the commencement of the fiscal
3 year, any other statute or charter provisions to the contrary,
4 notwithstanding. At any time the parties, by stipulation, may
5 amend or modify an award of arbitration.

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

26 (l) During the pendency of proceedings before the

1 arbitration panel, existing wages, hours, and other conditions
2 of employment shall not be changed by action of either party
3 without the consent of the other but a party may so consent
4 without prejudice to his rights or position under this Act.
5 The proceedings are deemed to be pending before the
6 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 panel
14 shall be included in an agreement to be submitted to the public
15 employer's governing body for ratification and adoption by
16 law, ordinance or the equivalent appropriate means.

17 The governing body shall review each term decided by the
18 arbitration panel. If the governing body fails to reject one
19 or more terms of the arbitration panel's decision by a 3/5 vote
20 of those duly elected and qualified members of the governing
21 body, within 20 days of issuance, or in the case of
22 firefighters employed by a state university, at the next
23 regularly scheduled meeting of the governing body after
24 issuance, such term or terms shall become a part of the
25 collective bargaining agreement of the parties. If the
26 governing body affirmatively rejects one or more terms of the

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

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

23 (p) Notwithstanding the provisions of this Section the
24 employer and exclusive representative may agree to submit
25 unresolved disputes concerning wages, hours, terms and
26 conditions of employment to an alternative form of impasse

1 resolution.

2 The amendatory changes to this Section made by Public Act
3 101-652 take effect July 1, 2022.

4 (Source: P.A. 101-652, eff. 7-1-21; 102-28, eff. 6-25-21.)

5 (5 ILCS 315/17) (from Ch. 48, par. 1617)

6 Sec. 17. Right to strike.

7 (a) Nothing in this Act shall make it unlawful or make it
8 an unfair labor practice for public employees, other than
9 security employees, as defined in Section 3(p), peace
10 officers, fire fighters, and paramedics employed by fire
11 departments and fire protection districts, to strike except as
12 otherwise provided in this Act. Public employees who are
13 permitted to strike may strike only if:

14 (1) the employees are represented by an exclusive
15 bargaining representative;

16 (2) the collective bargaining agreement between the
17 public employer and the public employees, if any, has
18 expired, or such collective bargaining agreement does not
19 prohibit the strike;

20 (3) the public employer and the labor organization
21 have not mutually agreed to submit the disputed issues to
22 final and binding arbitration;

23 (4) the exclusive representative has requested a
24 mediator pursuant to Section 12 for the purpose of
25 mediation or conciliation of a dispute between the public

1 employer and the exclusive representative and mediation
2 has been used; and

3 (5) at least 5 days have elapsed after a notice of
4 intent to strike has been given by the exclusive
5 bargaining representative to the public employer.

6 In mediation under this Section, if either party requests
7 the use of mediation services from the Federal Mediation and
8 Conciliation Service or, if the Federal Mediation and
9 Conciliation Service is unable to provide mediation services,
10 from the Illinois Department of Labor, the other party shall
11 either join in such request or bear the additional cost of
12 mediation services from another source.

13 (b) An employee who participates in a strike, work
14 stoppage or slowdown, in violation of this Act shall be
15 subject to discipline by the employer. No employer may pay or
16 cause such employee to be paid any wages or other compensation
17 for such periods of participation, except for wages or
18 compensation earned before participation in such strike.

19 (Source: P.A. 86-412.)

20 Section 15. The Department of Labor Law of the Civil
21 Administrative Code of Illinois is amended by adding Section
22 1505-230 as follows:

23 (20 ILCS 1505/1505-230 new)

24 Sec. 1505-230. Labor mediation services program.

1 (a) Subject to appropriation, no later than 120 days after
2 the effective date of this amendatory Act of the 104th General
3 Assembly, the Department shall establish a labor mediation
4 services program to facilitate the settlement of disputes
5 between employers and labor organizations. The program shall
6 be operated independently of all divisions of the Department.
7 A party to a controversy between an employer and a labor
8 organization may invoke the services of the Department under
9 the program, or the Department may proffer its services under
10 the program, in circumstances involving grievances arising
11 under a collective bargaining agreement or the negotiation of
12 an initial or successor collective bargaining agreement
13 between an employer and a labor organization concerning wages,
14 hours, or conditions of employment.

15 (b) If the Federal Mediation and Conciliation Service is
16 unable to provide mediation services and the services of the
17 Department have been invoked by a party or have been proffered
18 by the Department, then the Department shall assign a mediator
19 appointed under subsection (d) to facilitate a settlement to
20 the dispute. All information disclosed by a party to a
21 mediator in the performance of mediation functions under the
22 program shall not be divulged unless required by law.

23 (c) The Department may establish policies granting
24 priority services under the program to: (i) bargaining units
25 for which mediation is a statutory requirement, (ii) disputes
26 involving initial or successor collective bargaining

1 agreements, (iii) disputes involving the health and safety of
2 the public, (iv) disputes that both parties certify may result
3 in a lockout or strike, or (v) any other matters deemed to be
4 of significance by the Department.

5 (d) The Department may appoint mediators who have
6 demonstrated experience in labor and employment matters.
7 Mediators may be appointed to a term of 2 years beginning on
8 the effective date of the appointment or renewal. Mediators
9 may be removed by the Director during the term only for good
10 cause, including, but not limited to, incompetency,
11 dereliction of duty, malfeasance, misfeasance, or nonfeasance.
12 The Director may elect to renew the term of a mediator upon the
13 expiration of the term. The Department may provide for
14 compensation for mediators appointed under this Section. The
15 mediators appointed under this Section shall not be subject to
16 the Personnel Code.

17 (e) All mediation communications, including, but not
18 limited to, files, records, reports, documents, or other
19 papers received or prepared by a mediator as part of the
20 program, shall be classified as confidential and shall be
21 exempt from disclosure under Section 7.5 of the Freedom of
22 Information Act. The mediator shall not produce any
23 confidential records of, or testify in regard to, any
24 mediation conducted by the mediator in any civil or
25 administrative proceeding.

26 (f) No later than December 31, 2026, the Department shall

1 submit a report to the General Assembly summarizing initial
2 aggregate data for the program, including the number of
3 mediations performed and the outcome of those mediations. As
4 part of the report, the Department shall consult with
5 representatives of labor and employers to outline possible
6 improvements to the program and provide recommendations for
7 improvements as the Director deems appropriate.

8 Section 20. The Illinois Educational Labor Relations Act
9 is amended by changing Section 12 as follows:

10 (115 ILCS 5/12) (from Ch. 48, par. 1712)

11 (Text of Section before amendment by P.A. 103-1067)

12 Sec. 12. Impasse procedures.

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

23 Upon demand of either party, collective bargaining between
24 the employer and an exclusive bargaining representative must

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

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

1 Association selected by both the exclusive bargaining
2 representative and the employer.

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

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

11 (a-5) This subsection (a-5) applies only to collective
12 bargaining between a public school district or a combination
13 of public school districts, including, but not limited to,
14 joint cooperatives, that is not organized under Article 34 of
15 the School Code and an exclusive representative of its
16 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
23 copies 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
7 its 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
11 the availability of the offers on the Board's Internet
12 website to all news media that have filed an annual
13 request for notices from the school district pursuant to
14 Section 2.02 of the Open Meetings Act. The parties' offers
15 shall remain on the Board's Internet website until the
16 parties have 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
14 he or she was not the same individual who was appointed as
15 the 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
9 and powers:

10 (A) to require the parties to submit a statement
11 of 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
25 of the hearings;

26 (I) to attempt mediation or remand a disputed

1 issue to the parties for further collective
2 bargaining;

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

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

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

17 (A) the lawful authority of the employer;

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

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

22 (D) stipulations of the parties;

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

25 (F) the employer's financial ability to fund the
26 proposals based on existing available resources,

1 provided that such ability is not predicated on an
2 assumption that lines of credit or reserve funds are
3 available or that the employer may or will receive or
4 develop new sources of revenue or increase existing
5 sources of revenue;

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

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

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

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

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

1 (L) changes in any of the circumstances listed in
2 items (A) through (K) of this paragraph (4) during the
3 fact-finding proceedings;

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

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

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

26 (b) (Blank).

1 (c) The costs of fact finding and mediation shall be
2 shared equally between the employer and the exclusive
3 bargaining agent, provided that, for purposes of mediation
4 under this Act, if either party requests the use of mediation
5 services from the Federal Mediation and Conciliation Service
6 or, if the Federal Mediation and Conciliation Service is
7 unable to provide mediation services, from the Illinois
8 Department of Labor, the other party shall either join in such
9 request or bear the additional cost of mediation services from
10 another source. All other costs and expenses of complying with
11 this Section must be borne by the party incurring them.

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

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

20 (Source: P.A. 101-664, eff. 4-2-21.)

21 (Text of Section after amendment by P.A. 103-1067)

22 Sec. 12. Impasse procedures.

23 (a) This subsection (a) applies only to collective
24 bargaining between an educational employer that is not a
25 public school district organized under Article 34 of the

1 School Code and an exclusive representative of its employees.
2 If the parties engaged in collective bargaining have not
3 reached an agreement by 90 days before the scheduled start of
4 the forthcoming school year, the parties shall notify the
5 Illinois Educational Labor Relations Board concerning the
6 status of negotiations. This notice shall include a statement
7 on whether 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
18 within 90 days of the scheduled start of the forth-coming
19 school year, the parties engaged in collective bargaining have
20 reached an impasse, either party may petition the Board to
21 initiate mediation. Alternatively, the Board on its own motion
22 may 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
26 the 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
5 the 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
8 as the Federal Mediation and Conciliation Service, the
9 Illinois Department of Labor, or the American Arbitration
10 Association selected by both the exclusive bargaining
11 representative and the employer.

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

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

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

26 (1) Any time 15 days after mediation has commenced,

1 either party may initiate the public posting process. The
2 mediator may initiate the public posting process at any
3 time 15 days after mediation has commenced during the
4 mediation process. Initiation of the public posting
5 process must be filed in writing with the Board, and
6 copies must be submitted to the parties on the same day the
7 initiation is filed with the Board.

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

26 (a-10) This subsection (a-10) applies only to collective

1 bargaining between a public school district organized under
2 Article 34 of the School Code and an exclusive representative
3 of its employees, other than educational employees who are
4 forbidden from striking under this Act. For educational
5 employees who are forbidden from striking, either the employer
6 or exclusive representative may elect to utilize the
7 fact-finding procedures set forth in this subsection (a-10),
8 except as otherwise specified in paragraph (5) of this
9 subsection (a-10).

10 (1) For collective bargaining agreements between an
11 educational employer to which this subsection (a-10)
12 applies and an exclusive representative of its employees,
13 if the parties fail to reach an agreement after a
14 reasonable period of mediation, the dispute shall be
15 submitted to fact-finding in accordance with this
16 subsection (a-10). Either the educational employer or the
17 exclusive representative may initiate fact-finding by
18 submitting a written demand to the other party with a copy
19 of the demand submitted simultaneously to the Board.

20 (2) Within 3 days following a party's demand for
21 fact-finding, each party shall appoint one member of the
22 fact-finding panel, unless the parties agree to proceed
23 without a tri-partite panel. Following these appointments,
24 if any, the parties shall select a qualified impartial
25 individual to serve as the fact-finder and chairperson of
26 the fact-finding panel, if applicable. An individual shall

1 be considered qualified to serve as the fact-finder and
2 chairperson of the fact-finding panel, if applicable, if
3 he or she was not the same individual who was appointed as
4 the mediator and if he or she satisfies the following
5 requirements: membership in good standing with the
6 National Academy of Arbitrators, Federal Mediation and
7 Conciliation Service, or American Arbitration Association
8 for a minimum of 10 years; membership on the mediation
9 roster for the Illinois Labor Relations Board or Illinois
10 Educational Labor Relations Board; issuance of at least 5
11 interest arbitration awards arising under the Illinois
12 Public Labor Relations Act; and participation in impasse
13 resolution processes arising under private or public
14 sector collective bargaining statutes in other states. If
15 the parties are unable to agree on a fact-finder, the
16 parties shall request a panel of fact-finders who satisfy
17 the requirements set forth in this paragraph (2) from
18 either the Federal Mediation and Conciliation Service or
19 the American Arbitration Association and shall select a
20 fact-finder from such panel in accordance with the
21 procedures established by the organization providing the
22 panel.

23 (3) The fact-finder shall have the following duties
24 and powers:

25 (A) to require the parties to submit a statement
26 of disputed issues and their positions regarding each

1 issue either jointly or separately;

2 (B) to identify disputed issues that are economic
3 in nature;

4 (C) to meet with the parties either separately or
5 in executive sessions;

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

8 (E) to request the Board to issue subpoenas
9 requiring the attendance and testimony of witnesses or
10 the production of evidence;

11 (F) to administer oaths and affirmations;

12 (G) to examine witnesses and documents;

13 (H) to create a full and complete written record
14 of the hearings;

15 (I) to attempt mediation or remand a disputed
16 issue to the parties for further collective
17 bargaining;

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

21 (K) to employ any other measures deemed
22 appropriate to resolve the impasse.

23 (4) If the dispute is not settled within 75 days after
24 the appointment of the fact-finding panel, the
25 fact-finding panel shall issue a private report to the
26 parties that contains advisory findings of fact and

1 recommended terms of settlement for all disputed issues
2 and that sets forth a rationale for each recommendation.
3 The fact-finding panel, acting by a majority of its
4 members, shall base its findings and recommendations upon
5 the following criteria as applicable:

6 (A) the lawful authority of the employer;

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

9 (C) prior collective bargaining agreements and the
10 bargaining history between the parties;

11 (D) stipulations of the parties;

12 (E) the interests and welfare of the public and
13 the students and families served by the employer;

14 (F) the employer's financial ability to fund the
15 proposals based on existing available resources,
16 provided that such ability is not predicated on an
17 assumption that lines of credit or reserve funds are
18 available or that the employer may or will receive or
19 develop new sources of revenue or increase existing
20 sources of revenue;

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

23 (H) the present and future general economic
24 conditions in the locality and State;

25 (I) a comparison of the wages, hours, and
26 conditions of employment of the employees involved in

1 the dispute with the wages, hours, and conditions of
2 employment of employees performing similar services in
3 public education in the 10 largest U.S. cities, except
4 that for educational employees who are forbidden to
5 strike, this comparison shall be based on comparable
6 communities;

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

10 (K) the overall compensation presently received by
11 the employees involved in the dispute, including
12 direct wage compensation; vacations, holidays, and
13 other excused time; insurance and pensions; medical
14 and hospitalization benefits; the continuity and
15 stability of employment and all other benefits
16 received; and how each party's proposed compensation
17 structure supports the educational goals of the
18 district, however for educational employees who are
19 forbidden from striking, this analysis shall also
20 include all other employees who are employed by the
21 educational employer;

22 (L) changes in any of the circumstances listed in
23 items (A) through (K) of this paragraph (4) during the
24 fact-finding proceedings;

25 (M) the effect that any term the parties are at
26 impasse on has or may have on the overall educational

1 environment, learning conditions, and working
2 conditions with the school district; and

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

6 (5) The fact-finding panel's recommended terms of
7 settlement shall be deemed agreed upon by the parties as
8 the final resolution of the disputed issues and
9 incorporated into the collective bargaining agreement
10 executed by the parties, unless either party tenders to
11 the other party and the chairperson of the fact-finding
12 panel a notice of rejection of the recommended terms of
13 settlement with a rationale for the rejection, within 15
14 days after the date of issuance of the fact-finding
15 panel's report. With regard to educational employees who
16 are forbidden from striking, if either party submits a
17 notice of rejection, either party may utilize mandatory
18 interest arbitration proceedings established in subsection
19 (e). For all other educational employees subject to this
20 subsection (a-10), if either party submits a notice of
21 rejection, the chairperson of the fact-finding panel shall
22 publish the fact-finding panel's report and the notice of
23 rejection for public information by delivering a copy to
24 all newspapers of general circulation in the community
25 with simultaneous written notice to the parties.

26 The changes made to this subsection (a-10) by this

1 amendatory Act of the 103rd General Assembly apply only to
2 collective bargaining agreements entered into, modified,
3 extended, or renewed on or after the effective date of this
4 amendatory Act of the 103rd General Assembly.

5 (b) (Blank).

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

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

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

25 (e) This subsection only applies to collective bargaining
26 between a public school district organized under Article 34 of

1 the School Code and an exclusive representative of educational
2 employees who are forbidden from striking under this Act after
3 the parties reach impasse when bargaining an initial and any
4 successor collective bargaining agreements. Educational
5 employees who are forbidden from striking have the right to
6 submit negotiation disputes regarding wages, hours, and
7 conditions of employment that are mandatory subjects of
8 bargaining for resolution through the following mandatory
9 arbitration procedures:

10 (1) For collective bargaining agreements between an
11 educational employer and exclusive representative,
12 mediation shall commence 30 days prior to the expiration
13 of a collective bargaining agreement; or upon 15 days'
14 notice from either party; or at such later time as the
15 mediation services chosen can be provided to the parties.
16 In mediation under this Section, if either party requests
17 the use of mediation services from the Federal Mediation
18 and Conciliation Service, the other party shall either
19 join in such request or bear the additional cost of
20 mediation services from another source. The mediator shall
21 have a duty to keep the Board informed on the progress of
22 the mediation. If any dispute has not been resolved within
23 15 days after the first meeting of the parties and the
24 mediator, or within such other time limit as may be
25 mutually agreed upon by the parties, either the exclusive
26 representative or employer may request of the other, in

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

3 (2) Within 10 days after such a request for
4 arbitration has been made, the educational employer shall
5 choose a delegate and the employees' exclusive
6 representative shall choose a delegate to a panel of
7 arbitration as provided in this Section. The employer and
8 employees shall forthwith advise the other and the Board
9 of their selections. The parties may agree to waive the
10 tripartite panel and use a sole arbitrator to resolve this
11 issue.

12 (3) Within 7 days after the request of either party,
13 the parties shall request a panel of impartial arbitrators
14 from which they shall select the neutral chairperson, or
15 sole arbitrator, according to the procedures provided in
16 this Section. If the parties have agreed to a contract
17 that contains a grievance resolution procedure, the
18 chairperson or sole arbitrator shall be selected using
19 their agreed contract procedure unless they mutually agree
20 to another procedure. If the parties fail to notify the
21 Board of their selection of a neutral chairperson within 7
22 days after receipt of the list of impartial arbitrators,
23 the Board shall appoint, at random, a neutral chairperson
24 from the list. In the absence of an agreed contract
25 procedure for selecting an impartial arbitrator, the
26 parties shall submit a request to the Federal Mediation

1 and Conciliation Service for a panel of 7 arbitrators who
2 are members in good standing with the National Academy of
3 Arbitrators, and have issued at least 5 interest
4 arbitration awards arising under the Illinois Public Labor
5 Relations Act or this Act. The parties shall conduct a
6 coin toss to determine who strikes first, and the parties
7 shall alternately strike arbitrators from the list until
8 one remains. The parties shall promptly notify the Board
9 of their selection.

10 (4) The chairperson or sole arbitrator shall call a
11 hearing to begin within 15 days and give reasonable notice
12 of the time and place of the hearing. The hearing shall be
13 held at the offices of the Board or at such other location
14 as the Board deems appropriate. The chairperson or sole
15 arbitrator shall preside over the hearing and shall take
16 testimony. Any oral or documentary evidence and other data
17 deemed relevant by the arbitration panel may be received
18 in evidence. The proceedings shall be informal. Technical
19 rules of evidence shall not apply and the competency of
20 the evidence shall not thereby be deemed impaired. A
21 verbatim record of the proceedings shall be made and the
22 arbitrator shall arrange for the necessary recording
23 service. Transcripts may be ordered at the expense of the
24 party ordering them, but the transcripts shall not be
25 necessary for a decision by the arbitration panel or sole
26 arbitrator. The expense of the proceedings, including a

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

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

1 Any failure to obey the order may be punished by the court
2 as contempt.

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

14 (7) At or before the conclusion of the hearing held
15 pursuant to paragraph (4), the arbitration panel or sole
16 arbitrator shall identify the economic issues in dispute,
17 and direct each of the parties to submit, within such time
18 limit as the panel shall prescribe, to the arbitration
19 panel or sole arbitrator and to each other its last offer
20 of settlement on each economic issue. The determination of
21 the arbitration panel or sole arbitrator as to the issues
22 in dispute and as to which of these issues are economic
23 shall be conclusive. The arbitration panel or sole
24 arbitrator, within 30 days after the conclusion of the
25 hearing, or such further additional periods to which the
26 parties may agree, shall make written findings of fact and

1 adopt a written opinion and shall mail or otherwise
2 deliver a true copy thereof to the parties and their
3 representatives and to the Board. As to each economic
4 issue, the arbitration panel or sole arbitrator shall
5 adopt the last offer of settlement which, in the opinion
6 of the arbitration panel or sole arbitrator, more nearly
7 complies with the applicable factors prescribed in
8 paragraph (8). The findings, opinions, and order as to all
9 other issues shall be based upon the applicable factors
10 prescribed in paragraph (8).

11 (8) The arbitration decision shall be limited to
12 mandatory subjects of bargaining. If there is no agreement
13 between the parties, or if there is an agreement but the
14 parties have begun negotiations or discussions looking to
15 a new agreement or amendment of the existing agreement,
16 and wage rates or other conditions of employment under the
17 proposed new or amended agreement are in dispute, the
18 arbitration panel shall base its findings, opinions, and
19 order upon the following factors, as applicable:

20 (A) the lawful authority of the employer;

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

23 (C) prior collective bargaining agreements and the
24 bargaining history between the parties;

25 (D) stipulations of the parties;

26 (E) the interests and welfare of the public and

1 the students and families served by the employer;

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

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

11 (H) the present and future general economic
12 conditions in the locality and State;

13 (I) a comparison of the wages, hours, and
14 conditions of employment of the employees involved in
15 the arbitration proceeding with the wages, hours, and
16 conditions of employment of other employees performing
17 similar services in public education in the 10 largest
18 cities in the United States;

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

22 (K) the overall compensation presently received by
23 the employees involved in the dispute and by all other
24 employees who are employed by the educational
25 employer, including direct wage compensation;
26 vacations, holidays, and other excused time, insurance

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

6 (L) changes in any of the circumstances listed in
7 items (A) through (K) of this paragraph (8) during the
8 arbitration proceedings;

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

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

16 No terms in the arbitration award or order may
17 conflict with any terms and conditions set forth in a
18 collective bargaining agreement between the educational
19 employer and another collective bargaining representative.

20 (9) Arbitration procedures shall be deemed to be
21 initiated by the filing of a letter requesting mediation
22 as required under paragraph (1). The commencement of a new
23 fiscal year after the initiation of arbitration procedures
24 under this Act, but before the arbitration decision, or
25 its enforcement, shall not be deemed to render a dispute
26 moot, or to otherwise impair the jurisdiction or authority

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

16 (10) Orders of the arbitration panel or sole
17 arbitrator shall be reviewable, upon appropriate petition
18 by either the educational employer or the exclusive
19 bargaining representative, by the circuit court for the
20 county in which the dispute arose or in which a majority of
21 the affected employees reside, but only for reasons that
22 the arbitration panel or sole arbitrator was without or
23 exceeded its statutory authority; the order is arbitrary,
24 or capricious; or the order was procured by fraud,
25 collusion, or other similar and unlawful means. Such
26 petitions for review must be filed with the appropriate

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

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

22 (12) The educational employees covered by this Section
23 may not withhold services, nor may educational employers
24 lock out or prevent such employees from performing
25 services at any time.

26 (13) All of the terms decided upon by the arbitration

1 panel or sole arbitrator shall be included in an agreement
2 to be submitted to the educational employer's governing
3 body for ratification and adoption by law, ordinance, or
4 the equivalent appropriate means.

5 The governing body shall review each term decided by
6 the arbitration panel or sole arbitrator. If the governing
7 body fails to reject one or more terms of the arbitration
8 panel's or sole arbitrator's decision by a 3/5 vote of
9 those duly elected and qualified members of the governing
10 body, at the next regularly scheduled meeting of the
11 governing body after issuance, such term or terms shall
12 become a part of the collective bargaining agreement of
13 the parties. If the governing body affirmatively rejects
14 one or more terms of the arbitration panel's or sole
15 arbitrator's decision, it must provide reasons for such
16 rejection with respect to each term so rejected, within 20
17 days of such rejection and the parties shall return to the
18 arbitration panel or sole arbitrator for further
19 proceedings and issuance of a supplemental decision with
20 respect to the rejected terms. Any supplemental decision
21 by an arbitration panel, sole arbitrator, or other
22 decision maker agreed to by the parties shall be submitted
23 to the governing body for ratification and adoption in
24 accordance with the procedures and voting requirements set
25 forth in this Section. The voting requirements of this
26 subsection shall apply to all disputes submitted to

1 arbitration pursuant to this Section notwithstanding any
2 contrary voting requirements contained in any existing
3 collective bargaining agreement between the parties.

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

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

19 (16) The costs of mediation and arbitration shall be
20 shared equally between the educational employer and the
21 exclusive bargaining agent, provided that for purposes of
22 mediation under this Act, if either party requests the use
23 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. All other costs and expenses

1 of complying with this Section must be borne by the party
2 incurring them, except as otherwise expressly provided.

3 (17) If an educational employer or exclusive
4 bargaining representative refuses to participate in
5 mediation or arbitration when required by this Section,
6 the refusal shall be deemed a refusal to bargain in good
7 faith.

8 (18) Nothing in this Act prevents an employer and an
9 exclusive bargaining representative who are not subject to
10 mandatory arbitration under this Section from mutually
11 submitting to final and binding impartial arbitration
12 unresolved issues concerning the terms of a new collective
13 bargaining agreement.

14 This subsection (e) applies only to collective bargaining
15 agreements entered into, modified, extended, or renewed on or
16 after the effective date of this amendatory Act of the 103rd
17 General Assembly.

18 (Source: P.A. 103-1067, eff. 1-1-26.)

19 Section 25. The Code of Civil Procedure is amended by
20 adding Section 8-804.6 as follows:

21 (735 ILCS 5/8-804.6 new)

22 Sec. 8-804.6. Mediator and parties to mediation.

23 (a) A mediator or an agency employing a mediator shall not
24 be compelled to disclose, in any court or to any

1 administrative board or agency arbitration or proceeding,
2 whether civil or criminal, any mediation communications or
3 mediation documents received or created during a mediation.
4 Mediation communications and mediation documents shall not be
5 admissible as evidence in any action or proceeding, including,
6 but not limited to, a judicial, administrative, or arbitration
7 action or proceeding.

8 (b) A mediator may not testify about, use, or reveal any
9 information obtained during the course of a mediation in any
10 proceeding.

11 Section 95. No acceleration or delay. Where this Act makes
12 changes in a statute that is represented in this Act by text
13 that is not yet or no longer in effect (for example, a Section
14 represented by multiple versions), the use of that text does
15 not accelerate or delay the taking effect of (i) the changes
16 made by this Act or (ii) provisions derived from any other
17 Public Act.

18 Section 99. Effective date. This Act takes effect upon
19 becoming law."