



Sen. Linda Holmes

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1 AMENDMENT TO SENATE BILL 1204

2 AMENDMENT NO. \_\_\_\_\_. Amend Senate Bill 1204 by replacing  
3 everything after the enacting clause with the following:

4 "Section 5. The Illinois Public Labor Relations Act is  
5 amended by changing Section 20 as follows:

6 (5 ILCS 315/20) (from Ch. 48, par. 1620)

7 Sec. 20. Prohibitions.

8 (a) Nothing in this Act shall be construed to require an  
9 individual employee to render labor or service without his  
10 consent, nor shall anything in this Act be construed to make  
11 the quitting of his labor by an individual employee an illegal  
12 act; nor shall any court issue any process to compel the  
13 performance by an individual employee of such labor or  
14 service, without his consent; nor shall the good faith  
15 concerted cessation or suspension ~~quitting~~ of labor by ~~an~~  
16 ~~employee or employees in good faith~~ because of abnormally

1 dangerous conditions for work at the place of employment of  
2 such employees ~~employee~~ be deemed a strike or an abandonment  
3 of employment under this Act.

4 (b) This Act shall not be applicable to units of local  
5 government employing less than 5 employees at the time the  
6 Petition for Certification or Representation is filed with the  
7 Board. This prohibition shall not apply to bargaining units in  
8 existence on the effective date of this Act and units of local  
9 government employing more than 5 employees where the total  
10 number of employees falls below 5 after the Board has  
11 certified a bargaining unit.

12 (Source: P.A. 93-442, eff. 1-1-04; 93-1080, eff. 6-1-05;  
13 94-67, eff. 1-1-06.)

14 Section 10. The Illinois Educational Labor Relations Act  
15 is amended by changing Sections 3 and 13 as follows:

16 (115 ILCS 5/3) (from Ch. 48, par. 1703)

17 Sec. 3. Employee rights; exclusive representative rights.

18 (a) It shall be lawful for educational employees to  
19 organize, form, join, or assist in employee organizations or  
20 engage in lawful concerted activities for the purpose of  
21 collective bargaining or other mutual aid and protection,  
22 including for health and safety reasons, or bargain  
23 collectively through representatives of their own free choice  
24 and, except as provided in Section 11, such employees shall

1 also have the right to refrain from any or all such activities.

2 (b) Representatives selected by educational employees in a  
3 unit appropriate for collective bargaining purposes shall be  
4 the exclusive representative of all the employees in such unit  
5 to bargain on wages, hours, terms and conditions of  
6 employment. However, any individual employee or a group of  
7 employees may at any time present grievances to their employer  
8 and have them adjusted without the intervention of the  
9 bargaining representative as long as the adjustment is not  
10 inconsistent with the terms of a collective bargaining  
11 agreement then in effect, provided that the bargaining  
12 representative has been given an opportunity to be present at  
13 such adjustment.

14 (c) Employers shall provide to exclusive representatives,  
15 including their agents and employees, reasonable access to and  
16 information about employees in the bargaining units they  
17 represent. This access shall at all times be conducted in a  
18 manner so as not to impede normal operations.

19 (1) Access includes the following:

20 (A) the right to meet with one or more employees on  
21 the employer's premises during the work day to  
22 investigate and discuss grievances and  
23 workplace-related complaints without charge to pay or  
24 leave time of employees or agents of the exclusive  
25 representative;

26 (B) the right to conduct worksite meetings during

1 lunch and other non-work breaks, and before and after  
2 the workday, on the employer's premises to discuss  
3 collective bargaining negotiations, the administration  
4 of collective bargaining agreements, other matters  
5 related to the duties of the exclusive representative,  
6 and internal matters involving the governance or  
7 business of the exclusive representative, without  
8 charge to pay or leave time of employees or agents of  
9 the exclusive representative;

10 (C) the right to meet with newly hired employees,  
11 without charge to pay or leave time of the employees or  
12 agents of the exclusive representative, on the  
13 employer's premises or at a location mutually agreed  
14 to by the employer and exclusive representative for up  
15 to one hour either within the first two weeks of  
16 employment in the bargaining unit or at a later date  
17 and time if mutually agreed upon by the employer and  
18 the exclusive representative; and

19 (D) the right to use the facility mailboxes and  
20 bulletin boards of the employer to communicate with  
21 bargaining unit employees regarding collective  
22 bargaining negotiations, the administration of the  
23 collective bargaining agreements, the investigation of  
24 grievances, other workplace-related complaints and  
25 issues, and internal matters involving the governance  
26 or business of the exclusive representative.

1           Nothing in this Section shall prohibit an employer and  
2 exclusive representative from agreeing in a collective  
3 bargaining agreement to provide the exclusive  
4 representative greater access to bargaining unit  
5 employees, including through the use of the employer's  
6 email system.

7           (2) Information about employees includes, but is not  
8 limited to, the following:

9           (A) within 10 calendar days from the beginning of  
10 every school term and every 30 calendar days  
11 thereafter in the school term, in an Excel file or  
12 other editable digital file format agreed to by the  
13 exclusive representative, the employee's name, job  
14 title, worksite location, home address, work telephone  
15 numbers, identification number if available, and any  
16 home and personal cellular telephone numbers on file  
17 with the employer, date of hire, work email address,  
18 and any personal email address on file with the  
19 employer; and

20           (B) unless otherwise mutually agreed upon, within  
21 10 calendar days from the date of hire of a bargaining  
22 unit employee, in an electronic file or other format  
23 agreed to by the exclusive representative, the  
24 employee's name, job title, worksite location, home  
25 address, work telephone numbers, and any home and  
26 personal cellular telephone numbers on file with the

1           employer, date of hire, work email address, and any  
2           personal email address on file with the employer.

3           (d) No employer shall disclose the following information  
4           of any employee: (1) the employee's home address (including  
5           ZIP code and county); (2) the employee's date of birth; (3) the  
6           employee's home and personal phone number; (4) the employee's  
7           personal email address; (5) any information personally  
8           identifying employee membership or membership status in a  
9           labor organization or other voluntary association affiliated  
10          with a labor organization or a labor federation (including  
11          whether employees are members of such organization, the  
12          identity of such organization, whether or not employees pay or  
13          authorize the payment of any dues or moneys to such  
14          organization, and the amounts of such dues or moneys); and (6)  
15          emails or other communications between a labor organization  
16          and its members.

17          As soon as practicable after receiving a request for any  
18          information prohibited from disclosure under this subsection  
19          (d), excluding a request from the exclusive bargaining  
20          representative of the employee, the employer must provide a  
21          written copy of the request, or a written summary of any oral  
22          request, to the exclusive bargaining representative of the  
23          employee or, if no such representative exists, to the  
24          employee. The employer must also provide a copy of any  
25          response it has made within 5 business days of sending the  
26          response to any request.

1           If an employer discloses information in violation of this  
2 subsection (d), an aggrieved employee of the employer or his  
3 or her exclusive bargaining representative may file an unfair  
4 labor practice charge with the Illinois Educational Labor  
5 Relations Board pursuant to Section 14 of this Act or commence  
6 an action in the circuit court to enforce the provisions of  
7 this Act, including actions to compel compliance, if an  
8 employer willfully and wantonly discloses information in  
9 violation of this subsection. The circuit court for the county  
10 in which the complainant resides, in which the complainant is  
11 employed, or in which the employer is located shall have  
12 jurisdiction in this matter.

13           This subsection does not apply to disclosures (i) required  
14 under the Freedom of Information Act, (ii) for purposes of  
15 conducting public operations or business, or (iii) to the  
16 exclusive representative.

17           (Source: P.A. 101-620, eff. 12-20-19.)

18           (115 ILCS 5/13) (from Ch. 48, par. 1713)

19           Sec. 13. Strikes.

20           (a) Notwithstanding the existence of any other provision  
21 in this Act or other law, educational employees employed in  
22 school districts organized under Article 34 of the School Code  
23 shall not engage in a strike at any time during the 18 month  
24 period that commences on the effective date of this amendatory  
25 Act of 1995. An educational employee employed in a school

1 district organized under Article 34 of the School Code who  
2 participates in a strike in violation of this Section is  
3 subject to discipline by the employer. In addition, no  
4 educational employer organized under Article 34 of the School  
5 Code may pay or cause to be paid to an educational employee who  
6 participates in a strike in violation of this subsection any  
7 wages or other compensation for any period during which an  
8 educational employee participates in the strike, except for  
9 wages or compensation earned before participation in the  
10 strike. Notwithstanding the existence of any other provision  
11 in this Act or other law, during the 18-month period that  
12 strikes are prohibited under this subsection nothing in this  
13 subsection shall be construed to require an educational  
14 employer to submit to a binding dispute resolution process.

15 (b) Notwithstanding the existence of any other provision  
16 in this Act or any other law, educational employees other than  
17 those employed in a school district organized under Article 34  
18 of the School Code and, after the expiration of the 18 month  
19 period that commences on the effective date of this amendatory  
20 Act of 1995, educational employees in a school district  
21 organized under Article 34 of the School Code shall not engage  
22 in a strike except under the following conditions:

23 (1) they are represented by an exclusive bargaining  
24 representative;

25 (2) mediation has been used without success and, for  
26 educational employers and exclusive bargaining



1 representatives to which subsection (a-5) of Section 12 of  
2 this Act applies, at least 14 days have elapsed after the  
3 Board has made public the parties' offers;

4 (2.5) if fact-finding was invoked pursuant to  
5 subsection (a-10) of Section 12 of this Act, at least 30  
6 days have elapsed after a fact-finding report has been  
7 released for public information;

8 (2.10) for educational employees employed in a school  
9 district organized under Article 34 of the School Code, at  
10 least three-fourths of all bargaining unit employees who  
11 are members of the exclusive bargaining representative  
12 have affirmatively voted to authorize the strike;  
13 provided, however, that all members of the exclusive  
14 bargaining representative at the time of a strike  
15 authorization vote shall be eligible to vote;

16 (3) at least 10 days have elapsed after a notice of  
17 intent to strike has been given by the exclusive  
18 bargaining representative to the educational employer, the  
19 regional superintendent and the Illinois Educational Labor  
20 Relations Board;

21 (4) the collective bargaining agreement between the  
22 educational employer and educational employees, if any,  
23 has expired or been terminated; and

24 (5) the employer and the exclusive bargaining  
25 representative have not mutually submitted the unresolved  
26 issues to arbitration.

1           If, however, in the opinion of an employer the strike is or  
2 has become a clear and present danger to the health or safety  
3 of the public, the employer may initiate in the circuit court  
4 of the county in which such danger exists an action for relief  
5 which may include, but is not limited to, injunction. The  
6 court may grant appropriate relief upon the finding that such  
7 clear and present danger exists. An unfair practice or other  
8 evidence of lack of clean hands by the educational employer is  
9 a defense to such action. Except as provided for in this  
10 paragraph, the jurisdiction of the court under this Section is  
11 limited by the Labor Dispute Act.

12           (c) If, in the opinion of the exclusive bargaining  
13 representative, the health and safety of educational employees  
14 is threatened because of abnormally dangerous conditions at  
15 the place of employment of such employees, the good faith  
16 concerted cessation or suspension of labor shall not be deemed  
17 a strike or an abandonment of employment under this Act.

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