

1 AN ACT concerning education.

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

4 Section 5. The Illinois Educational Labor Relations Act is
5 amended by changing Section 3 as follows:

6 (115 ILCS 5/3) (from Ch. 48, par. 1703)

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

8 (a) It shall be lawful for educational employees to
9 organize, form, join, or assist in employee organizations or
10 engage in lawful concerted activities for the purpose of
11 collective bargaining or other mutual aid and protection or
12 bargain collectively through representatives of their own free
13 choice and, except as provided in Section 11, such employees
14 shall also have the right to refrain from any or all such
15 activities.

16 (b) Representatives selected by educational employees in a
17 unit appropriate for collective bargaining purposes shall be
18 the exclusive representative of all the employees in such unit
19 to bargain on wages, hours, terms and conditions of
20 employment. However, any individual employee or a group of
21 employees may at any time present grievances to their employer
22 and have them adjusted without the intervention of the
23 bargaining representative as long as the adjustment is not

1 inconsistent with the terms of a collective bargaining
2 agreement then in effect, provided that the bargaining
3 representative has been given an opportunity to be present at
4 such adjustment.

5 (c) Employers shall provide to exclusive representatives,
6 including their agents and employees, reasonable access to and
7 information about employees in the bargaining units they
8 represent. This access shall at all times be conducted in a
9 manner so as not to impede normal operations. Employers shall
10 also provide the State labor organization with a copy of the
11 information provided to the exclusive representatives. As used
12 in this subsection, "State labor organization" means the
13 statewide labor organization with which an exclusive
14 representative is affiliated.

15 (1) Access includes the following:

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

22 (B) the right to conduct worksite meetings during
23 lunch and other non-work breaks, and before and after
24 the workday, on the employer's premises to discuss
25 collective bargaining negotiations, the administration
26 of collective bargaining agreements, other matters

1 related to the duties of the exclusive representative,
2 and internal matters involving the governance or
3 business of the exclusive representative, without
4 charge to pay or leave time of employees or agents of
5 the exclusive representative;

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

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

23 Nothing in this Section shall prohibit an employer and
24 exclusive representative from agreeing in a collective
25 bargaining agreement to provide the exclusive
26 representative greater access to bargaining unit

1 employees, including through the use of the employer's
2 email system.

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

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

16 (B) unless otherwise mutually agreed upon, within
17 10 calendar days from the date of hire of a bargaining
18 unit employee, in an electronic file or other format
19 agreed to by the exclusive representative, the
20 employee's name, job title, worksite location, home
21 address, work telephone numbers, and any home and
22 personal cellular telephone numbers on file with the
23 employer, date of hire, work email address, and any
24 personal email address on file with the employer.

25 (d) No employer shall disclose the following information
26 of any employee: (1) the employee's home address (including

1 ZIP code and county); (2) the employee's date of birth; (3) the
2 employee's home and personal phone number; (4) the employee's
3 personal email address; (5) any information personally
4 identifying employee membership or membership status in a
5 labor organization or other voluntary association affiliated
6 with a labor organization or a labor federation (including
7 whether employees are members of such organization, the
8 identity of such organization, whether or not employees pay or
9 authorize the payment of any dues or moneys to such
10 organization, and the amounts of such dues or moneys); and (6)
11 emails or other communications between a labor organization
12 and its members.

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

23 If an employer discloses information in violation of this
24 subsection (d), an aggrieved employee of the employer or his
25 or her exclusive bargaining representative may file an unfair
26 labor practice charge with the Illinois Educational Labor

1 Relations Board pursuant to Section 14 of this Act or commence
2 an action in the circuit court to enforce the provisions of
3 this Act, including actions to compel compliance, if an
4 employer willfully and wantonly discloses information in
5 violation of this subsection. The circuit court for the county
6 in which the complainant resides, in which the complainant is
7 employed, or in which the employer is located shall have
8 jurisdiction in this matter.

9 This subsection does not apply to disclosures (i) required
10 under the Freedom of Information Act, (ii) for purposes of
11 conducting public operations or business, or (iii) to the
12 exclusive representative.

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

14 Section 99. Effective date. This Act takes effect upon
15 becoming law.