



Rep. Jay Hoffman

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10100SB1784ham001

LRB101 11042 HLH 61455 a

1 AMENDMENT TO SENATE BILL 1784

2 AMENDMENT NO. _____. Amend Senate Bill 1784 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 exempt
9 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 records
3 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 transmissible
9 disease or any information the disclosure of which is
10 restricted under the Illinois Sexually Transmissible
11 Disease 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 local
2 emergency energy plan ordinance that is adopted under
3 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 Capital
22 Crimes Litigation Act. This subsection (n) shall apply
23 until the conclusion of the trial of the case, even if the
24 prosecution chooses not to pursue the death penalty prior
25 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 Regional Transportation Authority under Section 2.11 of
7 the Regional Transportation Authority Act or the St. Clair
8 County Transit District under the Bi-State Transit Safety
9 Act.

10 (q) Information prohibited from being disclosed by the
11 Personnel Record ~~Records~~ Review Act.

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

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

16 (t) All identified or deidentified health information
17 in the form of health data or medical records contained in,
18 stored in, submitted to, transferred by, or released from
19 the Illinois Health Information Exchange, and identified
20 or deidentified health information in the form of health
21 data and medical records of the Illinois Health Information
22 Exchange in the possession of the Illinois Health
23 Information Exchange Authority due to its administration
24 of the Illinois Health Information Exchange. The terms
25 "identified" and "deidentified" shall be given the same
26 meaning as in the Health Insurance Portability and

1 Accountability Act of 1996, Public Law 104-191, or any
2 subsequent amendments thereto, and any regulations
3 promulgated thereunder.

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

7 (v) Names and information of people who have applied
8 for or received Firearm Owner's Identification Cards under
9 the Firearm Owners Identification Card Act or applied for
10 or received a concealed carry license under the Firearm
11 Concealed Carry Act, unless otherwise authorized by the
12 Firearm Concealed Carry Act; and databases under the
13 Firearm Concealed Carry Act, records of the Concealed Carry
14 Licensing Review Board under the Firearm Concealed Carry
15 Act, and law enforcement agency objections under the
16 Firearm Concealed Carry Act.

17 (w) Personally identifiable information which is
18 exempted from disclosure under subsection (g) of Section
19 19.1 of the Toll Highway Act.

20 (x) Information which is exempted from disclosure
21 under Section 5-1014.3 of the Counties Code or Section
22 8-11-21 of the Illinois Municipal Code.

23 (y) Confidential information under the Adult
24 Protective Services Act and its predecessor enabling
25 statute, the Elder Abuse and Neglect Act, including
26 information about the identity and administrative finding

1 against any caregiver of a verified and substantiated
2 decision of abuse, neglect, or financial exploitation of an
3 eligible adult maintained in the Registry established
4 under Section 7.5 of the Adult Protective Services Act.

5 (z) Records and information provided to a fatality
6 review team or the Illinois Fatality Review Team Advisory
7 Council under Section 15 of the Adult Protective Services
8 Act.

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

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

13 (cc) Recordings made under the Law Enforcement
14 Officer-Worn Body Camera Act, except to the extent
15 authorized under that Act.

16 (dd) Information that is prohibited from being
17 disclosed under Section 45 of the Condominium and Common
18 Interest Community Ombudsperson Act.

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

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

23 (gg) Information that is prohibited from being
24 disclosed under Section 7-603.5 of the Illinois Vehicle
25 Code.

26 (hh) Records that are exempt from disclosure under

1 Section 1A-16.7 of the Election Code.

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

5 (jj) Information and reports that are required to be
6 submitted to the Department of Labor by registering day and
7 temporary labor service agencies but are exempt from
8 disclosure under subsection (a-1) of Section 45 of the Day
9 and Temporary Labor Services Act.

10 (kk) Information prohibited from disclosure under the
11 Seizure and Forfeiture Reporting Act.

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

15 (mm) ~~(ll)~~ Records that are exempt from disclosure under
16 Section 4.2 of the Crime Victims Compensation Act.

17 (nn) ~~(ll)~~ Information that is exempt from disclosure
18 under Section 70 of the Higher Education Student Assistance
19 Act.

20 (oo) Information prohibited from being disclosed under
21 the Illinois Educational Labor Relations Act.

22 (pp) Information prohibited from being disclosed under
23 the Illinois Public Labor Relations Act.

24 (qq) Information prohibited from being disclosed under
25 Section 1-167 of the Illinois Pension Code.

26 (Source: P.A. 99-78, eff. 7-20-15; 99-298, eff. 8-6-15; 99-352,

1 eff. 1-1-16; 99-642, eff. 7-28-16; 99-776, eff. 8-12-16;
2 99-863, eff. 8-19-16; 100-20, eff. 7-1-17; 100-22, eff. 1-1-18;
3 100-201, eff. 8-18-17; 100-373, eff. 1-1-18; 100-464, eff.
4 8-28-17; 100-465, eff. 8-31-17; 100-512, eff. 7-1-18; 100-517,
5 eff. 6-1-18; 100-646, eff. 7-27-18; 100-690, eff. 1-1-19;
6 100-863, eff. 8-14-18; 100-887, eff. 8-14-18; revised
7 10-12-18.)

8 Section 10. The Illinois Public Labor Relations Act is
9 amended by changing Sections 6 and 10 and by adding Section 6.5
10 as follows:

11 (5 ILCS 315/6) (from Ch. 48, par. 1606)

12 Sec. 6. Right to organize and bargain collectively;
13 exclusive representation; and fair share arrangements.

14 (a) Employees of the State and any political subdivision of
15 the State, excluding employees of the General Assembly of the
16 State of Illinois and employees excluded from the definition of
17 "public employee" under subsection (n) of Section 3 of this
18 Act, have, and are protected in the exercise of, the right of
19 self-organization, and may form, join or assist any labor
20 organization, to bargain collectively through representatives
21 of their own choosing on questions of wages, hours and other
22 conditions of employment, not excluded by Section 4 of this
23 Act, and to engage in other concerted activities not otherwise
24 prohibited by law for the purposes of collective bargaining or

1 other mutual aid or protection, free from interference,
2 restraint or coercion. Employees also have, and are protected
3 in the exercise of, the right to refrain from participating in
4 any such concerted activities. Employees may be required,
5 pursuant to the terms of a lawful fair share agreement, to pay
6 a fee which shall be their proportionate share of the costs of
7 the collective bargaining process, contract administration and
8 pursuing matters affecting wages, hours and other conditions of
9 employment as defined in Section 3(g).

10 (b) Nothing in this Act prevents an employee from
11 presenting a grievance to the employer and having the grievance
12 heard and settled without the intervention of an employee
13 organization; provided that the exclusive bargaining
14 representative is afforded the opportunity to be present at
15 such conference and that any settlement made shall not be
16 inconsistent with the terms of any agreement in effect between
17 the employer and the exclusive bargaining representative.

18 (c) A labor organization designated by the Board as the
19 representative of the majority of public employees in an
20 appropriate unit in accordance with the procedures herein or
21 recognized by a public employer as the representative of the
22 majority of public employees in an appropriate unit is the
23 exclusive representative for the employees of such unit for the
24 purpose of collective bargaining with respect to rates of pay,
25 wages, hours and other conditions of employment not excluded by
26 Section 4 of this Act. Unless otherwise mutually agreed, a ~~A~~

1 public employer is required at least once each month and upon
2 request, to furnish the exclusive bargaining representative
3 with a complete list of the names and addresses of the public
4 employees in the bargaining unit, provided that a public
5 employer shall not be required to furnish such a list more than
6 once per payroll period. The exclusive bargaining
7 representative shall use the list exclusively for bargaining
8 representation purposes and shall not disclose any information
9 contained in the list for any other purpose. Nothing in this
10 Section, however, shall prohibit a bargaining representative
11 from disseminating a list of its union members.

12 At the time the public employer provides such list, it
13 shall also provide to the exclusive representative, in an Excel
14 file or other mutually agreed upon editable digital file
15 format, the employee's job title, worksite location, work
16 telephone numbers, identification number if available, and any
17 home and personal cellular telephone numbers on file with the
18 employer, date of hire, work email address, and any personal
19 email address on file with the employer. In addition, unless
20 otherwise mutually agreed, within 10 calendar days from the
21 date of hire of a bargaining unit employee, the public employer
22 shall provide to the exclusive representative, in an electronic
23 file or other mutually agreed upon format, the following
24 information about the new employee: the employee's name, job
25 title, worksite location, home address, work telephone
26 numbers, and any home and personal cellular telephone numbers

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

3 (c-5) No employer shall disclose the following information
4 of any employee: (1) the employee's home address (including ZIP
5 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 labor
9 organization or other voluntary association affiliated with a
10 labor organization or a labor federation (including whether
11 employees are members of such organization, the identity of
12 such organization, whether or not employees pay or authorize
13 the payment of any dues or moneys to such organization, and the
14 amounts of such dues or moneys); and (6) emails or other
15 communications between a labor organization and its members.

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

26 If an employer discloses information in violation of this

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

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

16 (c-10) Employers shall provide to exclusive
17 representatives, including their agents and employees,
18 reasonable access to employees in the bargaining units they
19 represent. This access shall at all times be conducted in a
20 manner so as not to impede normal operations.

21 (1) Access includes the following:

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

1 representative;

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

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

21 (D) the right to use the facility mailboxes and
22 bulletin boards of the employer to communicate with
23 bargaining unit employees regarding collective
24 bargaining negotiations, the administration of the
25 collective bargaining agreements, the investigation of
26 grievances, other workplace-related complaints and

1 issues, and internal matters involving the governance
2 or business of the exclusive representative.

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

9 (d) Labor organizations recognized by a public employer as
10 the exclusive representative or so designated in accordance
11 with the provisions of this Act are responsible for
12 representing the interests of all public employees in the unit.
13 Nothing herein shall be construed to limit an exclusive
14 representative's right to exercise its discretion to refuse to
15 process grievances of employees that are unmeritorious.

16 (e) When a collective bargaining agreement is entered into
17 with an exclusive representative, it may include in the
18 agreement a provision requiring employees covered by the
19 agreement who are not members of the organization to pay their
20 proportionate share of the costs of the collective bargaining
21 process, contract administration and pursuing matters
22 affecting wages, hours and conditions of employment, as defined
23 in Section 3 (g), but not to exceed the amount of dues
24 uniformly required of members. The organization shall certify
25 to the employer the amount constituting each nonmember
26 employee's proportionate share which shall not exceed dues

1 uniformly required of members. In such case, the proportionate
2 share payment in this Section shall be deducted by the employer
3 from the earnings of the nonmember employees and paid to the
4 employee organization.

5 (f) Employers shall make ~~Only the exclusive representative~~
6 ~~may negotiate provisions in a collective bargaining agreement~~
7 ~~providing for the payroll~~ deductions ~~deduction~~ of labor
8 organization dues, ~~fair share payment,~~ initiation fees, and
9 assessments, and other payments for a labor organization that
10 is the exclusive representative. Such ~~Except as provided in~~
11 ~~subsection (c) of this Section, any such~~ deductions shall ~~only~~
12 be made in accordance with the terms of ~~upon~~ an employee's
13 written authorization, and ~~continued until revoked in writing~~
14 ~~in the same manner or until the termination date of an~~
15 ~~applicable collective bargaining agreement. Such payments~~
16 shall be paid to the exclusive representative. Written
17 authorization may be evidenced by electronic communications,
18 and such writing or communication may be evidenced by the
19 electronic signature of the employee as provided under Section
20 5-120 of the Electronic Commerce Security Act.

21 There is no impediment to an employee's right to resign
22 union membership at any time. However, notwithstanding any
23 other provision of law to the contrary regarding authorization
24 and deduction of dues, the exclusive representative and a
25 public employee may agree to reasonable limits on the right of
26 the employee to revoke such authorization, including a period

1 of irrevocability that exceeds one year. An authorization that
2 is irrevocable for one year, which may be automatically renewed
3 for successive annual periods in accordance with the terms of
4 the authorization, and that contains at least an annual 10-day
5 period of time during which the employee may revoke the
6 authorization, shall be deemed reasonable.

7 This Section shall apply to all claims that allege that a
8 labor organization or a public employer has improperly deducted
9 or collected dues from an employee without regard to whether
10 the claims or the facts upon which they are based occurred
11 before, on, or after the effective date of this amendatory Act
12 of the 101st General Assembly and shall apply retroactively to
13 the maximum extent permitted by law.

14 (f-5) Where a collective bargaining agreement is
15 terminated, or continues in effect beyond its scheduled
16 expiration date pending the negotiation of a successor
17 agreement or the resolution of an impasse under Section 14, the
18 employer shall continue to honor and abide by any dues
19 deduction or fair share clause contained therein until a new
20 agreement is reached including dues deduction or a fair share
21 clause. For the benefit of any successor exclusive
22 representative certified under this Act, this provision shall
23 be applicable, provided the successor exclusive
24 representative:

25 (i) certifies to the employer the amount constituting
26 each non-member's proportionate share under subsection

1 (e); or

2 (ii) presents the employer with employee written
3 authorizations for the deduction of dues, assessments, and
4 fees under this subsection.

5 Failure to so honor and abide by dues deduction or fair
6 share clauses for the benefit of any exclusive representative,
7 including a successor, shall be a violation of the duty to
8 bargain and an unfair labor practice.

9 (f-10) Upon receiving written notice of authorization, the
10 public employer must commence dues deductions as soon as
11 practicable, but in no case later than 30 days after receiving
12 notice from the labor organization. Employee deductions shall
13 be transmitted to the labor organization no later than 30 days
14 after they are deducted unless a shorter period is mutually
15 agreed to.

16 (f-15) Deductions shall remain in effect until:

17 (1) the public employer receives notice that a public
18 employee has revoked their authorization in writing in
19 accordance with the terms of the authorization; or

20 (2) the individual employee is no longer employed by
21 the public employer in a bargaining unit position
22 represented by the same exclusive representative, provided
23 that if the employee is, within a period of one year,
24 employed by the same public employer in a position
25 represented by the same labor organization, the right to
26 dues deduction shall be automatically reinstated.

1 Nothing in this subsection prevents an employee from
2 continuing to authorize payroll deductions when no longer
3 represented by the exclusive representative that would receive
4 such deduction.

5 Should the individual employee who has signed a dues
6 deduction authorization card either be removed from a public
7 employer's payroll or otherwise placed on any type of
8 involuntary or voluntary leave of absence, whether paid or
9 unpaid, the public employee's dues deduction shall be continued
10 upon that public employee's return to the payroll in a
11 bargaining unit position represented by the same exclusive
12 representative or restoration to active duty from such a leave
13 of absence.

14 (f-20) Unless otherwise mutually agreed by the public
15 employer and the exclusive representative, employee requests
16 to authorize, revoke, cancel, or change authorizations for
17 payroll deductions for labor organizations shall be directed to
18 the labor organization rather than to the public employer. The
19 labor organization shall be responsible for initially
20 processing and notifying the public employer of proper requests
21 or providing proper requests to the employer. If the requests
22 are not provided to the public employer, the employer shall
23 rely on information provided by the labor organization
24 regarding whether deductions for a labor organization were
25 properly authorized, revoked, canceled, or changed, and the
26 labor organization shall indemnify the public employer for any

1 damages and reasonable costs incurred for any claims made by
2 employees for deductions made in good faith reliance on that
3 information.

4 (f-25) Upon receipt by the exclusive representative of an
5 appropriate written authorization from an employee, written
6 notice of authorization shall be provided to the employer and
7 any authorized deductions shall be made in accordance with law.
8 The labor organization shall indemnify the public employer for
9 any damages and reasonable costs incurred for any claims made
10 by employees for deductions made in good faith reliance on its
11 notification.

12 (f-30) The failure of an employer to comply with the
13 provisions of this Section shall be a violation of the duty to
14 bargain and an unfair labor practice. Relief for the violation
15 shall be reimbursement by the public employer of dues that
16 should have been deducted or paid based on a valid
17 authorization given by the employee or employees. In addition,
18 the provisions of a collective bargaining agreement that
19 contain the obligations set forth in this Section may be
20 enforced in accordance with Sections 8 and 16.

21 (f-35) The Illinois Labor Relations Board shall have
22 exclusive jurisdiction over claims under Illinois law that
23 allege that a labor organization has unlawfully collected dues
24 from a public employee in violation of this Act. The Board
25 shall by rule require that in cases in which a public employee
26 alleges that a labor organization has unlawfully collected

1 dues, the public employer shall continue to deduct the
2 employee's dues from the employee's pay, but shall transmit the
3 dues to the Board for deposit in an escrow account maintained
4 by the Board. If the exclusive representative maintains an
5 escrow account for the purpose of holding dues to which an
6 employee has objected, the employer shall transmit the entire
7 amount of dues to the exclusive representative, and the
8 exclusive representative shall hold in escrow the dues that the
9 employer would otherwise have been required to transmit to the
10 Board for escrow; provided that the escrow account maintained
11 by the exclusive representative complies with rules adopted by
12 the Board or that the collective bargaining agreement requiring
13 the payment of the dues contains an indemnification provision
14 for the purpose of indemnifying the employer with respect to
15 the employer's transmission of dues to the exclusive
16 representative.

17 (f-40) If any clause, sentence, paragraph, or subparagraph
18 of this Section shall be adjudged by a court of competent
19 jurisdiction to be unconstitutional or otherwise invalid, that
20 judgment shall not affect, impair, or invalidate the remainder
21 thereof, but shall be confined in its operation to the clause,
22 sentence, paragraph, or subparagraph of this Section directly
23 involved in the controversy in which that judgment shall have
24 been rendered.

25 If any clause, sentence, paragraph, or part of a signed
26 authorization for payroll deductions shall be adjudged by a

1 court of competent jurisdiction to be unconstitutional or
2 otherwise invalid, that judgment shall not affect, impair, or
3 invalidate the remainder of the signed authorization, but shall
4 be confined in its operation to the clause, sentence,
5 paragraph, or part of the signed authorization directly
6 involved in the controversy in which that judgment shall have
7 been rendered.

8 (g) Agreements containing a fair share agreement must
9 safeguard the right of nonassociation of employees based upon
10 bona fide religious tenets or teachings of a church or
11 religious body of which such employees are members. Such
12 employees may be required to pay an amount equal to their fair
13 share, determined under a lawful fair share agreement, to a
14 nonreligious charitable organization mutually agreed upon by
15 the employees affected and the exclusive bargaining
16 representative to which such employees would otherwise pay such
17 service fee. If the affected employees and the bargaining
18 representative are unable to reach an agreement on the matter,
19 the Board may establish an approved list of charitable
20 organizations to which such payments may be made.

21 (Source: P.A. 97-1172, eff. 4-5-13.)

22 (5 ILCS 315/6.5 new)

23 Sec. 6.5. Defense to liability.

24 (a) The General Assembly declares that public employees who
25 paid agency or fair share fees as a condition of public

1 employment in accordance with State laws and United States
2 Supreme Court precedent prior to June 27, 2018 had no
3 legitimate expectation of receiving that money back under any
4 then available cause of action. Public employers and labor
5 organizations who relied on State law and Supreme Court
6 precedent in deducting and accepting those fees were not liable
7 to refund them. Agency or fair share fees were paid for
8 collective bargaining representation that employee
9 organizations were obligated by State law to provide to
10 employees. Additionally, it should be presumed that employees
11 who signed written membership or dues authorization agreements
12 prior to this time knew and freely accepted the contractual
13 obligations set forth in those agreements. Application of this
14 Section to claims pending on the effective date of this
15 amendatory Act of the 101st General Assembly will preserve,
16 rather than interfere with, important reliance interests. This
17 Section is therefore necessary to provide certainty to public
18 employers and labor organizations that relied on State law and
19 to avoid disruption of public employee labor relations after
20 the United States Supreme Court's decision in Janus v. AFSCME
21 Council 31, 138 S. Ct. 2448 (2018).

22 (b) No public employer or labor organization, or any of its
23 employees or agents, shall be liable for, and they shall have a
24 complete defense to, any claims or actions under the laws of
25 this State for requiring, deducting, receiving, or retaining
26 dues, agency fees, or fair share fees from public employees,

1 and current or former public employees shall not have standing
2 to pursue these claims or actions if the dues or fees were
3 permitted under the laws of this State then in force and paid,
4 through payroll deduction or otherwise, prior to June 27, 2018.

5 (c) This Section shall apply to claims and actions pending
6 on the effective date of this amendatory Act of the 101st
7 General Assembly, as well to claims and actions on or after
8 that date.

9 (d) This Section is a declaration of existing law and shall
10 not be construed as a new enactment.

11 (5 ILCS 315/10) (from Ch. 48, par. 1610)

12 Sec. 10. Unfair labor practices.

13 (a) It shall be an unfair labor practice for an employer or
14 its agents:

15 (1) to interfere with, restrain or coerce public
16 employees in the exercise of the rights guaranteed in this
17 Act or to dominate or interfere with the formation,
18 existence or administration of any labor organization or
19 contribute financial or other support to it; provided, an
20 employer shall not be prohibited from permitting employees
21 to confer with him during working hours without loss of
22 time or pay;

23 (2) to discriminate in regard to hire or tenure of
24 employment or any term or condition of employment in order
25 to encourage or discourage membership in or other support

1 for any labor organization. Nothing in this Act or any
2 other law precludes a public employer from making an
3 agreement with a labor organization to require as a
4 condition of employment the payment of a fair share under
5 paragraph (e) of Section 6;

6 (3) to discharge or otherwise discriminate against a
7 public employee because he has signed or filed an
8 affidavit, petition or charge or provided any information
9 or testimony under this Act;

10 (4) to refuse to bargain collectively in good faith
11 with a labor organization which is the exclusive
12 representative of public employees in an appropriate unit,
13 including, but not limited to, the discussing of grievances
14 with the exclusive representative;

15 (5) to violate any of the rules and regulations
16 established by the Board with jurisdiction over them
17 relating to the conduct of representation elections or the
18 conduct affecting the representation elections;

19 (6) to expend or cause the expenditure of public funds
20 to any external agent, individual, firm, agency,
21 partnership or association in any attempt to influence the
22 outcome of representational elections held pursuant to
23 Section 9 of this Act; provided, that nothing in this
24 subsection shall be construed to limit an employer's right
25 to internally communicate with its employees as provided in
26 subsection (c) of this Section, to be represented on any

1 matter pertaining to unit determinations, unfair labor
2 practice charges or pre-election conferences in any formal
3 or informal proceeding before the Board, or to seek or
4 obtain advice from legal counsel. Nothing in this paragraph
5 shall be construed to prohibit an employer from expending
6 or causing the expenditure of public funds on, or seeking
7 or obtaining services or advice from, any organization,
8 group, or association established by and including public
9 or educational employers, whether covered by this Act, the
10 Illinois Educational Labor Relations Act or the public
11 employment labor relations law of any other state or the
12 federal government, provided that such services or advice
13 are generally available to the membership of the
14 organization, group or association, and are not offered
15 solely in an attempt to influence the outcome of a
16 particular representational election; ~~or~~

17 (7) to refuse to reduce a collective bargaining
18 agreement to writing or to refuse to sign such agreement; ~~or~~

19 (8) to interfere with, restrain, coerce, deter, or
20 discourage public employees or applicants to be public
21 employees from: (i) becoming or remaining members of a
22 labor organization; (ii) authorizing representation by a
23 labor organization; or (iii) authorizing dues or fee
24 deductions to a labor organization, nor shall the employer
25 intentionally permit outside third parties to use its email
26 or other communication systems to engage in that conduct.

1 An employer's good faith implementation of a policy to
2 block the use of its email or other communication systems
3 for such purposes shall be a defense to an unfair labor
4 practice; or

5 (9) to disclose to any person or entity information set
6 forth in subsection (c-5) of Section 6 of this Act that the
7 employer knows or should know will be used to interfere
8 with, restrain, coerce, deter, or discourage any public
9 employee from: (i) becoming or remaining members of a labor
10 organization, (ii) authorizing representation by a labor
11 organization, or (iii) authorizing dues or fee deductions
12 to a labor organization.

13 (b) It shall be an unfair labor practice for a labor
14 organization or its agents:

15 (1) to restrain or coerce public employees in the
16 exercise of the rights guaranteed in this Act, provided,
17 (i) that this paragraph shall not impair the right of a
18 labor organization to prescribe its own rules with respect
19 to the acquisition or retention of membership therein or
20 the determination of fair share payments and (ii) that a
21 labor organization or its agents shall commit an unfair
22 labor practice under this paragraph in duty of fair
23 representation cases only by intentional misconduct in
24 representing employees under this Act;

25 (2) to restrain or coerce a public employer in the
26 selection of his representatives for the purposes of

1 collective bargaining or the settlement of grievances; or

2 (3) to cause, or attempt to cause, an employer to
3 discriminate against an employee in violation of
4 subsection (a) (2);

5 (4) to refuse to bargain collectively in good faith
6 with a public employer, if it has been designated in
7 accordance with the provisions of this Act as the exclusive
8 representative of public employees in an appropriate unit;

9 (5) to violate any of the rules and regulations
10 established by the boards with jurisdiction over them
11 relating to the conduct of representation elections or the
12 conduct affecting the representation elections;

13 (6) to discriminate against any employee because he has
14 signed or filed an affidavit, petition or charge or
15 provided any information or testimony under this Act;

16 (7) to picket or cause to be picketed, or threaten to
17 picket or cause to be picketed, any public employer where
18 an object thereof is forcing or requiring an employer to
19 recognize or bargain with a labor organization of the
20 representative of its employees, or forcing or requiring
21 the employees of an employer to accept or select such labor
22 organization as their collective bargaining
23 representative, unless such labor organization is
24 currently certified as the representative of such
25 employees:

26 (A) where the employer has lawfully recognized in

1 accordance with this Act any labor organization and a
2 question concerning representation may not
3 appropriately be raised under Section 9 of this Act;

4 (B) where within the preceding 12 months a valid
5 election under Section 9 of this Act has been
6 conducted; or

7 (C) where such picketing has been conducted
8 without a petition under Section 9 being filed within a
9 reasonable period of time not to exceed 30 days from
10 the commencement of such picketing; provided that when
11 such a petition has been filed the Board shall
12 forthwith, without regard to the provisions of
13 subsection (a) of Section 9 or the absence of a showing
14 of a substantial interest on the part of the labor
15 organization, direct an election in such unit as the
16 Board finds to be appropriate and shall certify the
17 results thereof; provided further, that nothing in
18 this subparagraph shall be construed to prohibit any
19 picketing or other publicity for the purpose of
20 truthfully advising the public that an employer does
21 not employ members of, or have a contract with, a labor
22 organization unless an effect of such picketing is to
23 induce any individual employed by any other person in
24 the course of his employment, not to pick up, deliver,
25 or transport any goods or not to perform any services;
26 or

1 (8) to refuse to reduce a collective bargaining
2 agreement to writing or to refuse to sign such agreement.

3 (c) The expressing of any views, argument, or opinion or
4 the dissemination thereof, whether in written, printed,
5 graphic, or visual form, shall not constitute or be evidence of
6 an unfair labor practice under any of the provisions of this
7 Act, if such expression contains no threat of reprisal or force
8 or promise of benefit.

9 (d) The employer shall not discourage public employees or
10 applicants to be public employees from becoming or remaining
11 union members or authorizing dues deductions, and shall not
12 otherwise interfere with the relationship between employees
13 and their exclusive bargaining representative. The employer
14 shall refer all inquiries about union membership to the
15 exclusive bargaining representative, except that the employer
16 may communicate with employees regarding payroll processes and
17 procedures. The employer will establish email policies in an
18 effort to prohibit the use of its email system by outside
19 sources.

20 (Source: P.A. 86-412; 87-736.)

21 Section 15. The State Comptroller Act is amended by
22 changing Section 20 as follows:

23 (15 ILCS 405/20) (from Ch. 15, par. 220)

24 Sec. 20. Annual report. The Comptroller shall annually, as

1 soon as possible after the close of the fiscal year but no
2 later than December 31, make out and present to the Governor,
3 the President of the Senate, the Speaker of the House of
4 Representatives, the Minority Leader of the Senate, and the
5 Minority Leader of the House of Representatives a report,
6 showing the amount of warrants drawn on the treasury, on other
7 funds held by the State Treasurer and on any public funds held
8 by State agencies, during the preceding fiscal year, and
9 stating, particularly, on what account they were drawn, and if
10 drawn on the contingent fund, to whom and for what they were
11 issued. He or she shall, also, at the same time, report to the
12 Governor, the President of the Senate, the Speaker of the House
13 of Representatives, the Minority Leader of the Senate, and the
14 Minority Leader of the House of Representatives the amount of
15 money received into the treasury, into other funds held by the
16 State Treasurer and into any other funds held by State agencies
17 during the preceding fiscal year, and stating particularly, the
18 source from which the same may be derived, and also a general
19 account of all the business of his office during the preceding
20 fiscal year. The report shall also summarize for the previous
21 fiscal year the information required under Section 19.

22 Within 60 days after the expiration of each calendar year,
23 the Comptroller shall compile, from records maintained and
24 available in his office, a list of all persons including those
25 employed in the Office of the Comptroller, who have been
26 employed by the State during the past calendar year and paid

1 from funds in the hands of the State Treasurer.

2 The list ~~shall be arranged according to counties and shall~~
3 state in alphabetical order the name of each employee, ~~the~~
4 ~~address in the county in which he votes, except as specified~~
5 ~~below,~~ the position, and the total salary paid to him or her
6 during the past calendar year, rounded to the nearest hundred
7 dollar. ~~For persons employed by the Department of Corrections,~~
8 ~~Department of Children and Family Services, Department of~~
9 ~~Juvenile Justice, Office of the State's Attorneys Appellate~~
10 ~~Prosecutor, and the Department of State Police, as well as~~
11 ~~their spouses, no address shall be listed.~~ The list so compiled
12 and arranged shall be kept on file in the office of the
13 Comptroller and be open to inspection by the public at all
14 times.

15 No person who utilizes the names obtained from this list
16 for solicitation shall represent that such solicitation is
17 authorized by any officer or agency of the State of Illinois.
18 Violation of this provision is a Business Offense punishable by
19 a fine not to exceed \$3,000.

20 (Source: P.A. 100-253, eff. 1-1-18.)

21 Section 20. The Illinois Pension Code is amended by adding
22 Section 1-167 as follows:

23 (40 ILCS 5/1-167 new)

24 Sec. 1-167. Prohibited disclosures. No pension fund or

1 retirement system subject to this Code shall disclose the
2 following information of any members or participants of any
3 pension fund or retirement system: (1) the individual's home
4 address (including ZIP code and county); (2) the individual's
5 date of birth; (3) the individual's home and personal phone
6 number; (4) the individual's personal email address; (5)
7 personally identifying member or participant deduction
8 information; or (6) any membership status in a labor
9 organization or other voluntary association affiliated with a
10 labor organization or labor federation (including whether
11 employees are members of such organization, the identity of
12 such organization, whether or not employees pay or authorize
13 the payment of any dues or moneys to such organization, and the
14 amounts of such dues or moneys).

15 This Section does not apply to disclosures (i) required
16 under the Freedom of Information Act, (ii) for purposes of
17 conducting public operations or business, or (iii) to a labor
18 organization or an exclusive representative.

19 Section 25. The Illinois Fire Protection Training Act is
20 amended by changing Section 8 as follows:

21 (50 ILCS 740/8) (from Ch. 85, par. 538)

22 Sec. 8. Rules and minimum standards for schools. The Office
23 shall adopt rules and minimum standards for such schools which
24 shall include but not be limited to the following:

1 a. Minimum courses of study, resources, facilities,
2 apparatus, equipment, reference material, established
3 records and procedures as determined by the Office.

4 b. Minimum requirements for instructors.

5 c. Minimum basic training requirements, which a
6 trainee must satisfactorily complete before being eligible
7 for permanent employment as a fire fighter in the fire
8 department of a participating local governmental agency.
9 Those requirements shall include training in first aid
10 (including cardiopulmonary resuscitation), ~~and~~ training in
11 the administration of opioid antagonists as defined in
12 paragraph (1) of subsection (e) of Section 5-23 of the
13 Substance Use Disorder Act, and training in the history of
14 the fire service labor movement using curriculum and
15 instructors provided by a statewide organization
16 representing professional union firefighters in Illinois.

17 (Source: P.A. 99-480, eff. 9-9-15; 100-759, eff. 1-1-19.)

18 Section 30. The Illinois Educational Labor Relations Act is
19 amended by changing Sections 3 and 14 and by adding Sections
20 11.1 and 11.2 as follows:

21 (115 ILCS 5/3) (from Ch. 48, par. 1703)

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

23 (a) It shall be lawful for educational employees to
24 organize, form, join, or assist in employee organizations or

1 engage in lawful concerted activities for the purpose of
2 collective bargaining or other mutual aid and protection or
3 bargain collectively through representatives of their own free
4 choice and, except as provided in Section 11, such employees
5 shall also have the right to refrain from any or all such
6 activities.

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

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

23 (1) Access includes the following:

24 (A) the right to meet with one or more employees on
25 the employer's premises during the work day to
26 investigate and discuss grievances and

1 workplace-related complaints without charge to pay or
2 leave time of employees or agents of the exclusive
3 representative;

4 (B) the right to conduct worksite meetings during
5 lunch and other non-work breaks, and before and after
6 the workday, on the employer's premises to discuss
7 collective bargaining negotiations, the administration
8 of collective bargaining agreements, other matters
9 related to the duties of the exclusive representative,
10 and internal matters involving the governance or
11 business of the exclusive representative, without
12 charge to pay or leave time of employees or agents of
13 the exclusive representative;

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

23 (D) the right to use the facility mailboxes and
24 bulletin boards of the employer to communicate with
25 bargaining unit employees regarding collective
26 bargaining negotiations, the administration of the

1 collective bargaining agreements, the investigation of
2 grievances, other workplace-related complaints and
3 issues, and internal matters involving the governance
4 or business of the exclusive representative.

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

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

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

24 (B) unless otherwise mutually agreed upon, within
25 10 calendar days from the date of hire of a bargaining
26 unit employee, in an electronic file or other format

1 agreed to by the exclusive representative, the
2 employee's name, job title, worksite location, home
3 address, work telephone numbers, and any home and
4 personal cellular telephone numbers on file with the
5 employer, date of hire, work email address, and any
6 personal email address on file with the employer.

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

20 As soon as practicable after receiving a request for any
21 information prohibited from disclosure under this subsection
22 (d), excluding a request from the exclusive bargaining
23 representative of the employee, the employer must provide a
24 written copy of the request, or a written summary of any oral
25 request, to the exclusive bargaining representative of the
26 employee or, if no such representative exists, to the employee.

1 The employer must also provide a copy of any response it has
2 made within 5 business days of sending the response to any
3 request.

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

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

20 (Source: P.A. 83-1014.)

21 (115 ILCS 5/11.1 new)

22 Sec. 11.1. Dues collection.

23 (a) Employers shall make payroll deductions of employee
24 organization dues, initiation fees, assessments, and other
25 payments for an employee organization that is the exclusive

1 representative. Such deductions shall be made in accordance
2 with the terms of an employee's written authorization and shall
3 be paid to the exclusive representative. Written authorization
4 may be evidenced by electronic communications, and such writing
5 or communication may be evidenced by the electronic signature
6 of the employee as provided under Section 5-120 of the
7 Electronic Commerce Security Act.

8 There is no impediment to an employee's right to resign
9 union membership at any time. However, notwithstanding any
10 other provision of law to the contrary regarding authorization
11 and deduction of dues, the exclusive representative and an
12 educational employee may agree to reasonable limits on the
13 right of the employee to revoke such authorization, including a
14 period of irrevocability that exceeds one year. An
15 authorization that is irrevocable for one year, which may be
16 automatically renewed for successive annual periods in
17 accordance with the terms of the authorization, and that
18 contains at least an annual 10-day period of time during which
19 the educational employee may revoke the authorization, shall be
20 deemed reasonable. This Section shall apply to all claims that
21 allege that an educational employer or employee organization
22 has improperly deducted or collected dues from an employee
23 without regard to whether the claims or the facts upon which
24 they are based occurred before, on, or after the effective date
25 of this amendatory Act of the 101st General Assembly and shall
26 apply retroactively to the maximum extent permitted by law.

1 (b) Upon receiving written notice of the authorization, the
2 educational employer must commence dues deductions as soon as
3 practicable, but in no case later than 30 days after receiving
4 notice from the employee organization. Employee deductions
5 shall be transmitted to the employee organization no later than
6 10 days after they are deducted unless a shorter period is
7 mutually agreed to.

8 (c) Deductions shall remain in effect until:

9 (1) the educational employer receives notice that an
10 educational employee has revoked his or her authorization
11 in writing in accordance with the terms of the
12 authorization; or

13 (2) the individual educational employee is no longer
14 employed by the educational employer in a bargaining unit
15 position represented by the same exclusive representative;
16 provided that if such employee is, within a period of one
17 year, employed by the same educational employer in a
18 position represented by the same employee organization,
19 the right to dues deduction shall be automatically
20 reinstated.

21 Nothing in this subsection prevents an employee from
22 continuing to authorize payroll deductions when no longer
23 represented by the exclusive representative that would receive
24 those deductions.

25 Should the individual educational employee who has signed a
26 dues deduction authorization card either be removed from an

1 educational employer's payroll or otherwise placed on any type
2 of involuntary or voluntary leave of absence, whether paid or
3 unpaid, the employee's dues deduction shall be continued upon
4 that employee's return to the payroll in a bargaining unit
5 position represented by the same exclusive representative or
6 restoration to active duty from such a leave of absence.

7 (d) Unless otherwise mutually agreed by the educational
8 employer and the exclusive representative, employee requests
9 to authorize, revoke, cancel, or change authorizations for
10 payroll deductions for employee organizations shall be
11 directed to the employee organization rather than to the
12 educational employer. The employee organization shall be
13 responsible for initially processing and notifying the
14 educational employer of proper requests or providing proper
15 requests to the employer. If the requests are not provided to
16 the educational employer, the employer shall rely on
17 information provided by the employee organization regarding
18 whether deductions for an employee organization were properly
19 authorized, revoked, canceled, or changed, and the employee
20 organization shall indemnify the educational employer for any
21 damages and reasonable costs incurred for any claims made by
22 educational employees for deductions made in good faith
23 reliance on that information.

24 (e) Upon receipt by the exclusive representative of an
25 appropriate written authorization from an individual
26 educational employee, written notice of authorization shall be

1 provided to the educational employer and any authorized
2 deductions shall be made in accordance with law. The employee
3 organization shall indemnify the educational employer for any
4 damages and reasonable costs incurred for any claims made by an
5 educational employee for deductions made in good faith reliance
6 on its notification.

7 (f) The failure of an educational employer to comply with
8 the provisions of this Section shall be a violation of the duty
9 to bargain and an unfair labor practice. Relief for the
10 violation shall be reimbursement by the educational employer of
11 dues that should have been deducted or paid based on a valid
12 authorization given by the educational employee or employees.
13 In addition, the provisions of a collective bargaining
14 agreement that contain the obligations set forth in this
15 Section may be enforced in accordance with Section 10.

16 (g) The Illinois Educational Labor Relations Board shall
17 have exclusive jurisdiction over claims under Illinois law that
18 allege an educational employer or employee organization has
19 unlawfully deducted or collected dues from an educational
20 employee in violation of this Act. The Board shall by rule
21 require that in cases in which an educational employee alleges
22 that an employee organization has unlawfully collected dues,
23 the educational employer shall continue to deduct the
24 employee's dues from the employee's pay, but shall transmit the
25 dues to the Board for deposit in an escrow account maintained
26 by the Board. If the exclusive representative maintains an

1 escrow account for the purpose of holding dues to which an
2 employee has objected, the employer shall transmit the entire
3 amount of dues to the exclusive representative, and the
4 exclusive representative shall hold in escrow the dues that the
5 employer would otherwise have been required to transmit to the
6 Board for escrow; provided that the escrow account maintained
7 by the exclusive representative complies with rules adopted by
8 the Board or that the collective bargaining agreement requiring
9 the payment of the dues contains an indemnification provision
10 for the purpose of indemnifying the employer with respect to
11 the employer's transmission of dues to the exclusive
12 representative.

13 (h) If a collective bargaining agreement that includes a
14 dues deduction clause expires or continues in effect beyond its
15 scheduled expiration date pending the negotiation of a
16 successor agreement, then the employer shall continue to honor
17 and abide by the dues deduction clause until a new agreement
18 that includes a dues deduction clause is reached. Failure to
19 honor and abide by the dues deduction clause for the benefit of
20 any exclusive representative as set forth in this subsection
21 (h) shall be a violation of the duty to bargain and an unfair
22 labor practice. For the benefit of any successor exclusive
23 representative certified under this Act, this provision shall
24 be applicable, provided the successor exclusive representative
25 presents the employer with employee written authorizations or
26 certifications from the exclusive representative for the

1 deduction of dues, assessments, and fees under this subsection
2 (h).

3 (i) (1) If any clause, sentence, paragraph, or subdivision
4 of this Section shall be adjudged by a court of competent
5 jurisdiction to be unconstitutional or otherwise invalid, that
6 judgment shall not affect, impair, or invalidate the remainder
7 thereof, but shall be confined in its operation to the clause,
8 sentence, paragraph, or subdivision of this Section directly
9 involved in the controversy in which such judgment shall have
10 been rendered.

11 (2) If any clause, sentence, paragraph, or part of a signed
12 authorization for payroll deductions shall be adjudged by a
13 court of competent jurisdiction to be unconstitutional or
14 otherwise invalid, that judgment shall not affect, impair, or
15 invalidate the remainder of the signed authorization, but shall
16 be confined in its operation to the clause, sentence,
17 paragraph, or part of the signed authorization directly
18 involved in the controversy in which such judgment shall have
19 been rendered.

20 (115 ILCS 5/11.2 new)

21 Sec. 11.2. Defense to liability.

22 (a) The General Assembly declares that educational
23 employees who paid agency or fair share fees as a condition of
24 employment in accordance with State laws and United States
25 Supreme Court precedent prior to June 27, 2018 had no

1 legitimate expectation of receiving that money back under any
2 then available cause of action. Educational employers and
3 employee organizations who relied on State law and United
4 States Supreme Court precedent in deducting and accepting those
5 fees were not liable to refund them. Agency or fair share fees
6 were paid for collective bargaining representation that
7 employee organizations were obligated by State law to provide
8 to employees. Additionally, it should be presumed that
9 educational employees who signed written membership or dues
10 authorization agreements prior to this time knew and freely
11 accepted the contractual obligations set forth in those
12 agreements. Application of this Section to claims pending on
13 the effective date of this amendatory Act of the 101st General
14 Assembly will preserve, rather than interfere with, important
15 reliance interests. This Section is therefore necessary to
16 provide certainty to educational employers and employee
17 organizations that relied on State law and to avoid disruption
18 of educational labor relations after the United States Supreme
19 Court's decision in Janus v. AFSCME Council 31, 138 S. Ct. 2448
20 (2018).

21 (b) No educational employer or employee organization or any
22 of its employees or agents shall be liable for, and shall have
23 a complete defense to, any claims or actions under the laws of
24 this State for requiring, deducting, receiving, or retaining
25 dues, agency fees, or fair share fees from educational
26 employees, and current or former educational employees shall

1 not have standing to pursue these claims or actions, if the
2 dues or fees were permitted under the laws of this State then
3 in force and paid, through payroll deduction or otherwise,
4 prior to June 27, 2018.

5 (c) This Section shall apply to claims and actions pending
6 on the effective date of this amendatory Act of the 101st
7 General Assembly, as well to claims and actions on or after
8 that date.

9 (d) This Section is a declaration of existing law and shall
10 not be construed as a new enactment.

11 (115 ILCS 5/14) (from Ch. 48, par. 1714)

12 Sec. 14. Unfair labor practices.

13 (a) Educational employers, their agents or representatives
14 are prohibited from:

15 (1) Interfering, restraining or coercing employees in
16 the exercise of the rights guaranteed under this Act.

17 (2) Dominating or interfering with the formation,
18 existence or administration of any employee organization.

19 (3) Discriminating in regard to hire or tenure of
20 employment or any term or condition of employment to
21 encourage or discourage membership in any employee
22 organization.

23 (4) Discharging or otherwise discriminating against an
24 employee because he or she has signed or filed an
25 affidavit, authorization card, petition or complaint or

1 given any information or testimony under this Act.

2 (5) Refusing to bargain collectively in good faith with
3 an employee representative which is the exclusive
4 representative of employees in an appropriate unit,
5 including but not limited to the discussing of grievances
6 with the exclusive representative; provided, however, that
7 if an alleged unfair labor practice involves
8 interpretation or application of the terms of a collective
9 bargaining agreement and said agreement contains a
10 grievance and arbitration procedure, the Board may defer
11 the resolution of such dispute to the grievance and
12 arbitration procedure contained in said agreement.

13 (6) Refusing to reduce a collective bargaining
14 agreement to writing and signing such agreement.

15 (7) Violating any of the rules and regulations
16 promulgated by the Board regulating the conduct of
17 representation elections.

18 (8) Refusing to comply with the provisions of a binding
19 arbitration award.

20 (9) Expending or causing the expenditure of public
21 funds to any external agent, individual, firm, agency,
22 partnership or association in any attempt to influence the
23 outcome of representational elections held pursuant to
24 paragraph (c) of Section 7 of this Act; provided, that
25 nothing in this subsection shall be construed to limit an
26 employer's right to be represented on any matter pertaining

1 to unit determinations, unfair labor practice charges or
2 pre-election conferences in any formal or informal
3 proceeding before the Board, or to seek or obtain advice
4 from legal counsel. Nothing in this paragraph shall be
5 construed to prohibit an employer from expending or causing
6 the expenditure of public funds on, or seeking or obtaining
7 services or advice from, any organization, group or
8 association established by, and including educational or
9 public employers, whether or not covered by this Act, the
10 Illinois Public Labor Relations Act or the public
11 employment labor relations law of any other state or the
12 federal government, provided that such services or advice
13 are generally available to the membership of the
14 organization, group, or association, and are not offered
15 solely in an attempt to influence the outcome of a
16 particular representational election.

17 (10) Interfering with, restraining, coercing,
18 detering or discouraging educational employees or
19 applicants to be educational employees from: (1) becoming
20 members of an employee organization; (2) authorizing
21 representation by an employee organization; or (3)
22 authorizing dues or fee deductions to an employee
23 organization, nor shall the employer intentionally permit
24 outside third parties to use its email or other
25 communications systems to engage in that conduct. An
26 employer's good faith implementation of a policy to block

1 the use of its email or other communication systems for
2 such purposes shall be defense to an unfair labor practice.

3 (11) Disclosing to any person or entity information set
4 forth in subsection (d) Section 3 of this Act that the
5 employer knows or should know will be used to interfere
6 with, restrain, coerce, deter, or discourage any public
7 employee from: (i) becoming or remaining members of a labor
8 organization, (ii) authorizing representation by a labor
9 organization, or (iii) authorizing dues or fee deductions
10 to a labor organization.

11 (b) Employee organizations, their agents or
12 representatives or educational employees are prohibited from:

13 (1) Restraining or coercing employees in the exercise
14 of the rights guaranteed under this Act, provided that a
15 labor organization or its agents shall commit an unfair
16 labor practice under this paragraph in duty of fair
17 representation cases only by intentional misconduct in
18 representing employees under this Act.

19 (2) Restraining or coercing an educational employer in
20 the selection of his representative for the purposes of
21 collective bargaining or the adjustment of grievances.

22 (3) Refusing to bargain collectively in good faith with
23 an educational employer, if they have been designated in
24 accordance with the provisions of this Act as the exclusive
25 representative of employees in an appropriate unit.

26 (4) Violating any of the rules and regulations

1 promulgated by the Board regulating the conduct of
2 representation elections.

3 (5) Refusing to reduce a collective bargaining
4 agreement to writing and signing such agreement.

5 (6) Refusing to comply with the provisions of a binding
6 arbitration award.

7 (c) The expressing of any views, argument, opinion or the
8 dissemination thereof, whether in written, printed, graphic or
9 visual form, shall not constitute or be evidence of an unfair
10 labor practice under any of the provisions of this Act, if such
11 expression contains no threat of reprisal or force or promise
12 of benefit.

13 (c-5) The employer shall not discourage public employees or
14 applicants to be public employees from becoming or remaining
15 union members or authorizing dues deductions, and shall not
16 otherwise interfere with the relationship between employees
17 and their exclusive bargaining representative. The employer
18 shall refer all inquiries about union membership to the
19 exclusive bargaining representative, except that the employer
20 may communicate with employees regarding payroll processes and
21 procedures. The employer will establish email policies in an
22 effort to prohibit the use of its email system by outside
23 sources.

24 (d) The actions of a Financial Oversight Panel created
25 pursuant to Section 1A-8 of the School Code due to a district
26 violating a financial plan shall not constitute or be evidence

1 of an unfair labor practice under any of the provisions of this
2 Act. Such actions include, but are not limited to, reviewing,
3 approving, or rejecting a school district budget or a
4 collective bargaining agreement.

5 (Source: P.A. 89-572, eff. 7-30-96.)

6 Section 99. Effective date. This Act takes effect upon
7 becoming law.".