



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 Sections 6 and 20 as follows:

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

7 Sec. 6. Right to organize and bargain collectively;
8 exclusive representation; and fair share arrangements.

9 (a) Employees of the State and any political subdivision
10 of the State, excluding employees of the General Assembly of
11 the State of Illinois and employees excluded from the
12 definition of "public employee" under subsection (n) of
13 Section 3 of this Act, have, and are protected in the exercise
14 of, the right of self-organization, and may form, join or
15 assist any labor organization, to bargain collectively through
16 representatives of their own choosing on questions of wages,

1 hours and other conditions of employment, not excluded by
2 Section 4 of this Act, and to engage in other concerted
3 activities not otherwise prohibited by law for the purposes of
4 collective bargaining or other mutual aid or protection,
5 including for health and safety reasons, free from
6 interference, restraint or coercion. Employees also have, and
7 are protected in the exercise of, the right to refrain from
8 participating in any such concerted activities. Employees may
9 be required, pursuant to the terms of a lawful fair share
10 agreement, to pay a fee which shall be their proportionate
11 share of the costs of the collective bargaining process,
12 contract administration and pursuing matters affecting wages,
13 hours and other conditions of employment as defined in Section
14 3(g).

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

23 (c) A labor organization designated by the Board as the
24 representative of the majority of public employees in an
25 appropriate unit in accordance with the procedures herein or
26 recognized by a public employer as the representative of the

1 majority of public employees in an appropriate unit is the
2 exclusive representative for the employees of such unit for
3 the purpose of collective bargaining with respect to rates of
4 pay, wages, hours and other conditions of employment not
5 excluded by Section 4 of this Act. Unless otherwise mutually
6 agreed, a public employer is required at least once each month
7 and upon request, to furnish the exclusive bargaining
8 representative with a complete list of the names and addresses
9 of the public employees in the bargaining unit, provided that
10 a public employer shall not be required to furnish such a list
11 more than once per payroll period. The exclusive bargaining
12 representative shall use the list exclusively for bargaining
13 representation purposes and shall not disclose any information
14 contained in the list for any other purpose. Nothing in this
15 Section, however, shall prohibit a bargaining representative
16 from disseminating a list of its union members.

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

1 employer shall provide to the exclusive representative, in an
2 electronic file or other mutually agreed upon format, the
3 following information about the new employee: the employee's
4 name, job title, worksite location, home address, work
5 telephone numbers, and any home and personal cellular
6 telephone numbers on file with the employer, date of hire,
7 work email address, and any personal email address on file
8 with the employer.

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

23 As soon as practicable after receiving a request for any
24 information prohibited from disclosure under this subsection
25 (c-5), excluding a request from the exclusive bargaining
26 representative of the employee, the employer must provide a

1 written copy of the request, or a written summary of any oral
2 request, to the exclusive bargaining representative of the
3 employee or, if no such representative exists, to the
4 employee. The employer must also provide a copy of any
5 response it has made within 5 business days of sending the
6 response to any request.

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

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

23 (c-10) Employers shall provide to exclusive
24 representatives, including their agents and employees,
25 reasonable access to employees in the bargaining units they
26 represent. This access shall at all times be conducted in a

1 manner so as not to impede normal operations.

2 (1) Access includes the following:

3 (A) the right to meet with one or more employees on
4 the employer's premises during the work day to
5 investigate and discuss grievances and
6 workplace-related complaints without charge to pay or
7 leave time of employees or agents of the exclusive
8 representative;

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

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

1 the exclusive representative; and

2 (D) the right to use the facility mailboxes and
3 bulletin boards of the employer to communicate with
4 bargaining unit employees regarding collective
5 bargaining negotiations, the administration of the
6 collective bargaining agreements, the investigation of
7 grievances, other workplace-related complaints and
8 issues, and internal matters involving the governance
9 or business of the exclusive representative.

10 (2) Nothing in this Section shall prohibit an employer
11 and exclusive representative from agreeing in a collective
12 bargaining agreement to provide the exclusive
13 representative greater access to bargaining unit
14 employees, including through the use of the employer's
15 email system.

16 (d) Labor organizations recognized by a public employer as
17 the exclusive representative or so designated in accordance
18 with the provisions of this Act are responsible for
19 representing the interests of all public employees in the
20 unit. Nothing herein shall be construed to limit an exclusive
21 representative's right to exercise its discretion to refuse to
22 process grievances of employees that are unmeritorious.

23 (e) When a collective bargaining agreement is entered into
24 with an exclusive representative, it may include in the
25 agreement a provision requiring employees covered by the
26 agreement who are not members of the organization to pay their

1 proportionate share of the costs of the collective bargaining
2 process, contract administration and pursuing matters
3 affecting wages, hours and conditions of employment, as
4 defined in Section 3 (g), but not to exceed the amount of dues
5 uniformly required of members. The organization shall certify
6 to the employer the amount constituting each nonmember
7 employee's proportionate share which shall not exceed dues
8 uniformly required of members. In such case, the proportionate
9 share payment in this Section shall be deducted by the
10 employer from the earnings of the nonmember employees and paid
11 to the employee organization.

12 (f) Employers shall make payroll deductions of labor
13 organization dues, initiation fees, assessments, and other
14 payments for a labor organization that is the exclusive
15 representative. Such deductions shall be made in accordance
16 with the terms of an employee's written authorization, and
17 shall be paid to the exclusive representative. Written
18 authorization may be evidenced by electronic communications,
19 and such writing or communication may be evidenced by the
20 electronic signature of the employee as provided under Section
21 5-120 of the Electronic Commerce Security Act.

22 There is no impediment to an employee's right to resign
23 union membership at any time. However, notwithstanding any
24 other provision of law to the contrary regarding authorization
25 and deduction of dues or other payments to a labor
26 organization, the exclusive representative and a public

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

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

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

1 (i) certifies to the employer the amount constituting
2 each non-member's proportionate share under subsection
3 (e); or

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

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

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

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

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

22 (2) the individual employee is no longer employed by
23 the public employer in a bargaining unit position
24 represented by the same exclusive representative, provided
25 that if the employee is, within a period of one year,
26 employed by the same public employer in a position

1 represented by the same labor organization, the right to
2 dues deduction shall be automatically reinstated.

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

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

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

1 properly authorized, revoked, canceled, or changed, and the
2 labor organization shall indemnify the public employer for any
3 damages and reasonable costs incurred for any claims made by
4 employees for deductions made in good faith reliance on that
5 information.

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

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

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

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

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

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

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

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

24 (5 ILCS 315/20) (from Ch. 48, par. 1620)

25 Sec. 20. Prohibitions.

1 (a) Nothing in this Act shall be construed to require an
2 individual employee to render labor or service without his
3 consent, nor shall anything in this Act be construed to make
4 the quitting of his labor by an individual employee an illegal
5 act; nor shall any court issue any process to compel the
6 performance by an individual employee of such labor or
7 service, without his consent; nor shall the good faith
8 concerted cessation or suspension ~~quitting~~ of labor by ~~an~~
9 ~~employee or~~ employees ~~in good faith~~ because of abnormally
10 dangerous conditions for work at the place of employment of
11 such employees ~~employee~~ be deemed a strike or an abandonment
12 of employment under this Act.

13 (b) This Act shall not be applicable to units of local
14 government employing less than 5 employees at the time the
15 Petition for Certification or Representation is filed with the
16 Board. This prohibition shall not apply to bargaining units in
17 existence on the effective date of this Act and units of local
18 government employing more than 5 employees where the total
19 number of employees falls below 5 after the Board has
20 certified a bargaining unit.

21 (Source: P.A. 93-442, eff. 1-1-04; 93-1080, eff. 6-1-05;
22 94-67, eff. 1-1-06.)

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

1 (115 ILCS 5/3) (from Ch. 48, par. 1703)

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

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

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

23 (c) Employers shall provide to exclusive representatives,
24 including their agents and employees, reasonable access to and
25 information about employees in the bargaining units they
26 represent. This access shall at all times be conducted in a

1 manner so as not to impede normal operations.

2 (1) Access includes the following:

3 (A) the right to meet with one or more employees on
4 the employer's premises during the work day to
5 investigate and discuss grievances and
6 workplace-related complaints without charge to pay or
7 leave time of employees or agents of the exclusive
8 representative;

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

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

1 the exclusive representative; and

2 (D) the right to use the facility mailboxes and
3 bulletin boards of the employer to communicate with
4 bargaining unit employees regarding collective
5 bargaining negotiations, the administration of the
6 collective bargaining agreements, the investigation of
7 grievances, other workplace-related complaints and
8 issues, and internal matters involving the governance
9 or business of the exclusive representative.

10 Nothing in this Section shall prohibit an employer and
11 exclusive representative from agreeing in a collective
12 bargaining agreement to provide the exclusive
13 representative greater access to bargaining unit
14 employees, including through the use of the employer's
15 email system.

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

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

1 and any personal email address on file with the
2 employer; and

3 (B) unless otherwise mutually agreed upon, within
4 10 calendar days from the date of hire of a bargaining
5 unit employee, in an electronic file or other format
6 agreed to by the exclusive representative, the
7 employee's name, job title, worksite location, home
8 address, work telephone numbers, and any home and
9 personal cellular telephone numbers on file with the
10 employer, date of hire, work email address, and any
11 personal email address on file with the employer.

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

26 As soon as practicable after receiving a request for any

1 information prohibited from disclosure under this subsection
2 (d), excluding a request from the exclusive bargaining
3 representative of the employee, the employer must provide a
4 written copy of the request, or a written summary of any oral
5 request, to the exclusive bargaining representative of the
6 employee or, if no such representative exists, to the
7 employee. The employer must also provide a copy of any
8 response it has made within 5 business days of sending the
9 response to any request.

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

22 This subsection does not apply to disclosures (i) required
23 under the Freedom of Information Act, (ii) for purposes of
24 conducting public operations or business, or (iii) to the
25 exclusive representative.

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

1 (115 ILCS 5/13) (from Ch. 48, par. 1713)

2 Sec. 13. Strikes.

3 (a) Notwithstanding the existence of any other provision
4 in this Act or other law, educational employees employed in
5 school districts organized under Article 34 of the School Code
6 shall not engage in a strike at any time during the 18 month
7 period that commences on the effective date of this amendatory
8 Act of 1995. An educational employee employed in a school
9 district organized under Article 34 of the School Code who
10 participates in a strike in violation of this Section is
11 subject to discipline by the employer. In addition, no
12 educational employer organized under Article 34 of the School
13 Code may pay or cause to be paid to an educational employee who
14 participates in a strike in violation of this subsection any
15 wages or other compensation for any period during which an
16 educational employee participates in the strike, except for
17 wages or compensation earned before participation in the
18 strike. Notwithstanding the existence of any other provision
19 in this Act or other law, during the 18-month period that
20 strikes are prohibited under this subsection nothing in this
21 subsection shall be construed to require an educational
22 employer to submit to a binding dispute resolution process.

23 (b) Notwithstanding the existence of any other provision
24 in this Act or any other law, educational employees other than
25 those employed in a school district organized under Article 34

1 of the School Code and, after the expiration of the 18 month
2 period that commences on the effective date of this amendatory
3 Act of 1995, educational employees in a school district
4 organized under Article 34 of the School Code shall not engage
5 in a strike except under the following conditions:

6 (1) they are represented by an exclusive bargaining
7 representative;

8 (2) mediation has been used without success and, for
9 educational employers and exclusive bargaining
10 representatives to which subsection (a-5) of Section 12 of
11 this Act applies, at least 14 days have elapsed after the
12 Board has made public the parties' offers;

13 (2.5) if fact-finding was invoked pursuant to
14 subsection (a-10) of Section 12 of this Act, at least 30
15 days have elapsed after a fact-finding report has been
16 released for public information;

17 (2.10) for educational employees employed in a school
18 district organized under Article 34 of the School Code, at
19 least three-fourths of all bargaining unit employees who
20 are members of the exclusive bargaining representative
21 have affirmatively voted to authorize the strike;
22 provided, however, that all members of the exclusive
23 bargaining representative at the time of a strike
24 authorization vote shall be eligible to vote;

25 (3) at least 10 days have elapsed after a notice of
26 intent to strike has been given by the exclusive

1 bargaining representative to the educational employer, the
2 regional superintendent and the Illinois Educational Labor
3 Relations Board;

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

7 (5) the employer and the exclusive bargaining
8 representative have not mutually submitted the unresolved
9 issues to arbitration.

10 If, however, in the opinion of an employer the strike is or
11 has become a clear and present danger to the health or safety
12 of the public, the employer may initiate in the circuit court
13 of the county in which such danger exists an action for relief
14 which may include, but is not limited to, injunction. The
15 court may grant appropriate relief upon the finding that such
16 clear and present danger exists. An unfair practice or other
17 evidence of lack of clean hands by the educational employer is
18 a defense to such action. Except as provided for in this
19 paragraph, the jurisdiction of the court under this Section is
20 limited by the Labor Dispute Act.

21 (c) The good faith concerted cessation or suspension of
22 labor by educational employees because of abnormally dangerous
23 conditions for work at the place of employment of such
24 educational employees shall not be deemed a strike or an
25 abandonment of employment under this Act.

26 (Source: P.A. 97-7, eff. 6-13-11; 97-8, eff. 6-13-11; 98-513,

1 eff. 1-1-14.)".