

SB1322



102ND GENERAL ASSEMBLY

State of Illinois

2021 and 2022

SB1322

Introduced 2/25/2021, by Sen. Dan McConchie

SYNOPSIS AS INTRODUCED:

115 ILCS 5/3

from Ch. 48, par. 1703

Amends the Illinois Educational Labor Relations Act. Makes a technical change in a Section concerning employee rights.

LRB102 11094 CMG 16426 b

A BILL FOR

1 AN ACT concerning education.

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

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

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

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

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

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

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

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

10 (1) Access includes the following:

11 (A) the right to meet with one or more employees on
12 the employer's premises during the work day to
13 investigate and discuss grievances and
14 workplace-related complaints without charge to pay or
15 leave time of employees or agents of the exclusive
16 representative;

17 (B) the right to conduct worksite meetings during
18 lunch and other non-work breaks, and before and after
19 the workday, on the employer's premises to discuss
20 collective bargaining negotiations, the administration
21 of collective bargaining agreements, other matters
22 related to the duties of the exclusive representative,
23 and internal matters involving the governance or
24 business of the exclusive representative, without
25 charge to pay or leave time of employees or agents of
26 the exclusive representative;

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

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

18 Nothing in this Section shall prohibit an employer and
19 exclusive representative from agreeing in a collective
20 bargaining agreement to provide the exclusive
21 representative greater access to bargaining unit
22 employees, including through the use of the employer's
23 email system.

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

26 (A) within 10 calendar days from the beginning of

1 every school term and every 30 calendar days
2 thereafter in the school term, in an Excel file or
3 other editable digital file format agreed to by the
4 exclusive representative, the employee's name, job
5 title, worksite location, home address, work telephone
6 numbers, identification number if available, and any
7 home and personal cellular telephone numbers on file
8 with the employer, date of hire, work email address,
9 and any personal email address on file with the
10 employer; and

11 (B) unless otherwise mutually agreed upon, within
12 10 calendar days from the date of hire of a bargaining
13 unit employee, in an electronic file or other format
14 agreed to by the exclusive representative, the
15 employee's name, job title, worksite location, home
16 address, work telephone numbers, and any home and
17 personal cellular telephone numbers on file with the
18 employer, date of hire, work email address, and any
19 personal email address on file with the employer.

20 (d) No employer shall disclose the following information
21 of any employee: (1) the employee's home address (including
22 ZIP code and county); (2) the employee's date of birth; (3) the
23 employee's home and personal phone number; (4) the employee's
24 personal email address; (5) any information personally
25 identifying employee membership or membership status in a
26 labor organization or other voluntary association affiliated

1 with a labor organization or a labor federation (including
2 whether employees are members of such organization, the
3 identity of such organization, whether or not employees pay or
4 authorize the payment of any dues or moneys to such
5 organization, and the amounts of such dues or moneys); and (6)
6 emails or other communications between a labor organization
7 and its members.

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

18 If an employer discloses information in violation of this
19 subsection (d), an aggrieved employee of the employer or his
20 or her exclusive bargaining representative may file an unfair
21 labor practice charge with the Illinois Educational Labor
22 Relations Board pursuant to Section 14 of this Act or commence
23 an action in the circuit court to enforce the provisions of
24 this Act, including actions to compel compliance, if an
25 employer willfully and wantonly discloses information in
26 violation of this subsection. The circuit court for the county

1 in which the complainant resides, in which the complainant is
2 employed, or in which the employer is located shall have
3 jurisdiction in this matter.

4 This subsection does not apply to disclosures (i) required
5 under the Freedom of Information Act, (ii) for purposes of
6 conducting public operations or business, or (iii) to the
7 exclusive representative.

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