

AN ACT concerning government.

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

Section 5. The Freedom of Information Act is amended by changing Section 7.5 as follows:

(5 ILCS 140/7.5)

Sec. 7.5. Statutory exemptions. To the extent provided for by the statutes referenced below, the following shall be exempt from inspection and copying:

(a) All information determined to be confidential under Section 4002 of the Technology Advancement and Development Act.

(b) Library circulation and order records identifying library users with specific materials under the Library Records Confidentiality Act.

(c) Applications, related documents, and medical records received by the Experimental Organ Transplantation Procedures Board and any and all documents or other records prepared by the Experimental Organ Transplantation Procedures Board or its staff relating to applications it has received.

(d) Information and records held by the Department of Public Health and its authorized representatives relating

to known or suspected cases of sexually transmissible disease or any information the disclosure of which is restricted under the Illinois Sexually Transmissible Disease Control Act.

(e) Information the disclosure of which is exempted under Section 30 of the Radon Industry Licensing Act.

(f) Firm performance evaluations under Section 55 of the Architectural, Engineering, and Land Surveying Qualifications Based Selection Act.

(g) Information the disclosure of which is restricted and exempted under Section 50 of the Illinois Prepaid Tuition Act.

(h) Information the disclosure of which is exempted under the State Officials and Employees Ethics Act, and records of any lawfully created State or local inspector general's office that would be exempt if created or obtained by an Executive Inspector General's office under that Act.

(i) Information contained in a local emergency energy plan submitted to a municipality in accordance with a local emergency energy plan ordinance that is adopted under Section 11-21.5-5 of the Illinois Municipal Code.

(j) Information and data concerning the distribution of surcharge moneys collected and remitted by carriers under the Emergency Telephone System Act.

(k) Law enforcement officer identification information

or driver identification information compiled by a law enforcement agency or the Department of Transportation under Section 11-212 of the Illinois Vehicle Code.

(l) Records and information provided to a residential health care facility resident sexual assault and death review team or the Executive Council under the Abuse Prevention Review Team Act.

(m) Information provided to the predatory lending database created pursuant to Article 3 of the Residential Real Property Disclosure Act, except to the extent authorized under that Article.

(n) Defense budgets and petitions for certification of compensation and expenses for court appointed trial counsel as provided under Sections 10 and 15 of the Capital Crimes Litigation Act. This subsection (n) shall apply until the conclusion of the trial of the case, even if the prosecution chooses not to pursue the death penalty prior to trial or sentencing.

(o) Information that is prohibited from being disclosed under Section 4 of the Illinois Health and Hazardous Substances Registry Act.

(p) Security portions of system safety program plans, investigation reports, surveys, schedules, lists, data, or information compiled, collected, or prepared by or for the Regional Transportation Authority under Section 2.11 of the Regional Transportation Authority Act or the St. Clair

County Transit District under the Bi-State Transit Safety Act.

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

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

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

(t) All identified or deidentified health information in the form of health data or medical records contained in, stored in, submitted to, transferred by, or released from the Illinois Health Information Exchange, and identified or deidentified health information in the form of health data and medical records of the Illinois Health Information Exchange in the possession of the Illinois Health Information Exchange Authority due to its administration of the Illinois Health Information Exchange. The terms "identified" and "deidentified" shall be given the same meaning as in the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, or any subsequent amendments thereto, and any regulations promulgated thereunder.

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

(v) Names and information of people who have applied

for or received Firearm Owner's Identification Cards under the Firearm Owners Identification Card Act or applied for or received a concealed carry license under the Firearm Concealed Carry Act, unless otherwise authorized by the Firearm Concealed Carry Act; and databases under the Firearm Concealed Carry Act, records of the Concealed Carry Licensing Review Board under the Firearm Concealed Carry Act, and law enforcement agency objections under the Firearm Concealed Carry Act.

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

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

(y) Confidential information under the Adult Protective Services Act and its predecessor enabling statute, the Elder Abuse and Neglect Act, including information about the identity and administrative finding against any caregiver of a verified and substantiated decision of abuse, neglect, or financial exploitation of an eligible adult maintained in the Registry established under Section 7.5 of the Adult Protective Services Act.

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

Act.

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

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

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

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

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

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

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

(hh) Records that are exempt from disclosure under Section 1A-16.7 of the Election Code.

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

(jj) Information and reports that are required to be submitted to the Department of Labor by registering day and temporary labor service agencies but are exempt from

disclosure under subsection (a-1) of Section 45 of the Day and Temporary Labor Services Act.

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

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

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

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

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

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

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

(Source: P.A. 99-78, eff. 7-20-15; 99-298, eff. 8-6-15; 99-352, eff. 1-1-16; 99-642, eff. 7-28-16; 99-776, eff. 8-12-16; 99-863, eff. 8-19-16; 100-20, eff. 7-1-17; 100-22, eff. 1-1-18; 100-201, eff. 8-18-17; 100-373, eff. 1-1-18; 100-464, eff. 8-28-17; 100-465, eff. 8-31-17; 100-512, eff. 7-1-18; 100-517, eff. 6-1-18; 100-646, eff. 7-27-18; 100-690, eff. 1-1-19; 100-863, eff. 8-14-18; 100-887, eff. 8-14-18; revised 10-12-18.)

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

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

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

(a) Employees of the State and any political subdivision of the State, excluding employees of the General Assembly of the State of Illinois and employees excluded from the definition of "public employee" under subsection (n) of Section 3 of this Act, have, and are protected in the exercise of, the right of self-organization, and may form, join or assist any labor organization, to bargain collectively through representatives of their own choosing on questions of wages, hours and other conditions of employment, not excluded by Section 4 of this Act, and to engage in other concerted activities not otherwise prohibited by law for the purposes of collective bargaining or other mutual aid or protection, free from interference, restraint or coercion. Employees also have, and are protected in the exercise of, the right to refrain from participating in any such concerted activities. Employees may be required, pursuant to the terms of a lawful fair share agreement, to pay a fee which shall be their proportionate share of the costs of the collective bargaining process, contract administration and

pursuing matters affecting wages, hours and other conditions of employment as defined in Section 3(g).

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

(c) A labor organization designated by the Board as the representative of the majority of public employees in an appropriate unit in accordance with the procedures herein or recognized by a public employer as the representative of the majority of public employees in an appropriate unit is the exclusive representative for the employees of such unit for the purpose of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment not excluded by Section 4 of this Act. Unless otherwise mutually agreed, a ~~A~~ public employer is required at least once each month and upon request, to furnish the exclusive bargaining representative with a complete list of the names and addresses of the public employees in the bargaining unit, provided that a public employer shall not be required to furnish such a list more than once per payroll period. The exclusive bargaining representative shall use the list exclusively for bargaining

representation purposes and shall not disclose any information contained in the list for any other purpose. Nothing in this Section, however, shall prohibit a bargaining representative from disseminating a list of its union members.

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

(c-5) No employer shall disclose the following information of any employee: (1) the employee's home address (including ZIP code and county); (2) the employee's date of birth; (3) the employee's home and personal phone number; (4) the employee's personal email address; (5) any information personally

identifying employee membership or membership status in a labor organization or other voluntary association affiliated with a labor organization or a labor federation (including whether employees are members of such organization, the identity of such organization, whether or not employees pay or authorize the payment of any dues or moneys to such organization, and the amounts of such dues or moneys); and (6) emails or other communications between a labor organization and its members.

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

If an employer discloses information in violation of this subsection (c-5), an aggrieved employee of the employer or his or her exclusive bargaining representative may file an unfair labor practice charge with the Illinois Labor Relations Board pursuant to Section 10 of this Act or commence an action in the circuit court to enforce the provisions of this Act, including actions to compel compliance, if an employer willfully and wantonly discloses information in violation of this

subsection. The circuit court for the county in which the complainant resides, in which the complainant is employed, or in which the employer is located shall have jurisdiction in this matter.

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

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

(1) Access includes the following:

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

(B) the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the employer's premises to discuss collective bargaining negotiations, the administration of collective bargaining agreements, other matters related to the duties of the exclusive representative,

and internal matters involving the governance or business of the exclusive representative, without charge to pay or leave time of employees or agents of the exclusive representative;

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

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

(2) Nothing in this Section shall prohibit an employer and exclusive representative from agreeing in a collective bargaining agreement to provide the exclusive representative greater access to bargaining unit employees, including through the use of the employer's

email system.

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

(e) When a collective bargaining agreement is entered into with an exclusive representative, it may include in the agreement a provision requiring employees covered by the agreement who are not members of the organization to pay their proportionate share of the costs of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment, as defined in Section 3 (g), but not to exceed the amount of dues uniformly required of members. The organization shall certify to the employer the amount constituting each nonmember employee's proportionate share which shall not exceed dues uniformly required of members. In such case, the proportionate share payment in this Section shall be deducted by the employer from the earnings of the nonmember employees and paid to the employee organization.

(f) Employers shall make ~~Only the exclusive representative may negotiate provisions in a collective bargaining agreement providing for the payroll~~ deductions ~~deduction~~ of labor

organization dues, ~~fair share payment,~~ initiation fees, ~~and assessments,~~ and other payments for a labor organization that is the exclusive representative. Such ~~Except as provided in subsection (c) of this Section, any such~~ deductions shall ~~only~~ be made in accordance with the terms of ~~upon~~ an employee's written authorization, and ~~continued until revoked in writing in the same manner or until the termination date of an applicable collective bargaining agreement.~~ Such payments shall be paid to the exclusive representative. Written authorization may be evidenced by electronic communications, and such writing or communication may be evidenced by the electronic signature of the employee as provided under Section 5-120 of the Electronic Commerce Security Act.

There is no impediment to an employee's right to resign union membership at any time. However, notwithstanding any other provision of law to the contrary regarding authorization and deduction of dues or other payments to a labor organization, the exclusive representative and a public employee may agree to reasonable limits on the right of the employee to revoke such authorization, including a period of irrevocability that exceeds one year. An authorization that is irrevocable for one year, which may be automatically renewed for successive annual periods in accordance with the terms of the authorization, and that contains at least an annual 10-day period of time during which the employee may revoke the authorization, shall be deemed reasonable.

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

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

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

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

Failure to so honor and abide by dues deduction or fair share clauses for the benefit of any exclusive representative,

including a successor, shall be a violation of the duty to bargain and an unfair labor practice.

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

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

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

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

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

Should the individual employee who has signed a dues deduction authorization card either be removed from a public

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

(f-20) Unless otherwise mutually agreed by the public employer and the exclusive representative, employee requests to authorize, revoke, cancel, or change authorizations for payroll deductions for labor organizations shall be directed to the labor organization rather than to the public employer. The labor organization shall be responsible for initially processing and notifying the public employer of proper requests or providing proper requests to the employer. If the requests are not provided to the public employer, the employer shall rely on information provided by the labor organization regarding whether deductions for a labor organization were properly authorized, revoked, canceled, or changed, and the labor organization shall indemnify the public employer for any damages and reasonable costs incurred for any claims made by employees for deductions made in good faith reliance on that information.

(f-25) Upon receipt by the exclusive representative of an appropriate written authorization from an employee, written notice of authorization shall be provided to the employer and

any authorized deductions shall be made in accordance with law. The labor organization shall indemnify the public employer for any damages and reasonable costs incurred for any claims made by employees for deductions made in good faith reliance on its notification.

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

(f-35) The Illinois Labor Relations Board shall have exclusive jurisdiction over claims under Illinois law that allege that a labor organization has unlawfully collected dues from a public employee in violation of this Act. The Board shall by rule require that in cases in which a public employee alleges that a labor organization has unlawfully collected dues, the public employer shall continue to deduct the employee's dues from the employee's pay, but shall transmit the dues to the Board for deposit in an escrow account maintained by the Board. If the exclusive representative maintains an escrow account for the purpose of holding dues to which an employee has objected, the employer shall transmit the entire

amount of dues to the exclusive representative, and the exclusive representative shall hold in escrow the dues that the employer would otherwise have been required to transmit to the Board for escrow; provided that the escrow account maintained by the exclusive representative complies with rules adopted by the Board or that the collective bargaining agreement requiring the payment of the dues contains an indemnification provision for the purpose of indemnifying the employer with respect to the employer's transmission of dues to the exclusive representative.

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

If any clause, sentence, paragraph, or part of a signed authorization for payroll deductions shall be adjudged by a court of competent jurisdiction to be unconstitutional or otherwise invalid, that judgment shall not affect, impair, or invalidate the remainder of the signed authorization, but shall be confined in its operation to the clause, sentence, paragraph, or part of the signed authorization directly involved in the controversy in which that judgment shall have

been rendered.

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

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

(5 ILCS 315/6.5 new)

Sec. 6.5. Defense to liability.

(a) The General Assembly declares that public employees who paid agency or fair share fees as a condition of public employment in accordance with State laws and United States Supreme Court precedent prior to June 27, 2018 had no legitimate expectation of receiving that money back under any then available cause of action. Public employers and labor organizations who relied on State law and Supreme Court precedent in deducting and accepting those fees were not liable

to refund them. Agency or fair share fees were paid for collective bargaining representation that employee organizations were obligated by State law to provide to employees. Additionally, it should be presumed that employees who signed written membership or dues authorization agreements prior to this time knew and freely accepted the contractual obligations set forth in those agreements. Application of this Section to claims pending on the effective date of this amendatory Act of the 101st General Assembly will preserve, rather than interfere with, important reliance interests. This Section is therefore necessary to provide certainty to public employers and labor organizations that relied on State law and to avoid disruption of public employee labor relations after the United States Supreme Court's decision in Janus v. AFSCME Council 31, 138 S. Ct. 2448 (2018).

(b) No public employer or labor organization, or any of its employees or agents, shall be liable for, and they shall have a complete defense to, any claims or actions under the laws of this State for requiring, deducting, receiving, or retaining dues, agency fees, or fair share fees from public employees, and current or former public employees shall not have standing to pursue these claims or actions if the dues or fees were permitted under the laws of this State then in force and paid, through payroll deduction or otherwise, prior to June 27, 2018.

(c) This Section shall apply to claims and actions pending on the effective date of this amendatory Act of the 101st

General Assembly, as well to claims and actions on or after that date.

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

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

Sec. 10. Unfair labor practices.

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

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

(2) to discriminate in regard to hire or tenure of employment or any term or condition of employment in order to encourage or discourage membership in or other support for any labor organization. Nothing in this Act or any other law precludes a public employer from making an agreement with a labor organization to require as a condition of employment the payment of a fair share under paragraph (e) of Section 6;

(3) to discharge or otherwise discriminate against a

public employee because he has signed or filed an affidavit, petition or charge or provided any information or testimony under this Act;

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

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

(6) to expend or cause the expenditure of public funds to any external agent, individual, firm, agency, partnership or association in any attempt to influence the outcome of representational elections held pursuant to Section 9 of this Act; provided, that nothing in this subsection shall be construed to limit an employer's right to internally communicate with its employees as provided in subsection (c) of this Section, to be represented on any matter pertaining to unit determinations, unfair labor practice charges or pre-election conferences in any formal or informal proceeding before the Board, or to seek or obtain advice from legal counsel. Nothing in this paragraph shall be construed to prohibit an employer from expending or causing the expenditure of public funds on, or seeking

or obtaining services or advice from, any organization, group, or association established by and including public or educational employers, whether covered by this Act, the Illinois Educational Labor Relations Act or the public employment labor relations law of any other state or the federal government, provided that such services or advice are generally available to the membership of the organization, group or association, and are not offered solely in an attempt to influence the outcome of a particular representational election; ~~or~~

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

(8) to interfere with, restrain, coerce, deter, or discourage public employees or applicants to be public employees from: (i) becoming or remaining members of a labor organization; (ii) authorizing representation by a labor organization; or (iii) authorizing dues or fee deductions to a labor organization, nor shall the employer intentionally permit outside third parties to use its email or other communication systems to engage in that conduct. An employer's good faith implementation of a policy to block the use of its email or other communication systems for such purposes shall be a defense to an unfair labor practice; or

(9) to disclose to any person or entity information set forth in subsection (c-5) of Section 6 of this Act that the

employer knows or should know will be used to interfere with, restrain, coerce, deter, or discourage any public employee from: (i) becoming or remaining members of a labor organization, (ii) authorizing representation by a labor organization, or (iii) authorizing dues or fee deductions to a labor organization.

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

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

(2) to restrain or coerce a public employer in the selection of his representatives for the purposes of collective bargaining or the settlement of grievances; or

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

(4) to refuse to bargain collectively in good faith with a public employer, if it has been designated in

accordance with the provisions of this Act as the exclusive representative of public employees in an appropriate unit;

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

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

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

(A) where the employer has lawfully recognized in accordance with this Act any labor organization and a question concerning representation may not appropriately be raised under Section 9 of this Act;

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

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

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

(c) The expressing of any views, argument, or opinion or the dissemination thereof, whether in written, printed, graphic, or visual form, shall not constitute or be evidence of an unfair labor practice under any of the provisions of this

Act, if such expression contains no threat of reprisal or force or promise of benefit.

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

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

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

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

Sec. 20. Annual report. The Comptroller shall annually, as soon as possible after the close of the fiscal year but no later than December 31, make out and present to the Governor, the President of the Senate, the Speaker of the House of Representatives, the Minority Leader of the Senate, and the Minority Leader of the House of Representatives a report, showing the amount of warrants drawn on the treasury, on other

funds held by the State Treasurer and on any public funds held by State agencies, during the preceding fiscal year, and stating, particularly, on what account they were drawn, and if drawn on the contingent fund, to whom and for what they were issued. He or she shall, also, at the same time, report to the Governor, the President of the Senate, the Speaker of the House of Representatives, the Minority Leader of the Senate, and the Minority Leader of the House of Representatives the amount of money received into the treasury, into other funds held by the State Treasurer and into any other funds held by State agencies during the preceding fiscal year, and stating particularly, the source from which the same may be derived, and also a general account of all the business of his office during the preceding fiscal year. The report shall also summarize for the previous fiscal year the information required under Section 19.

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

The list ~~shall be arranged according to counties and~~ shall state in alphabetical order the name of each employee, ~~the address in the county in which he votes, except as specified below,~~ the position, and the total salary paid to him or her during the past calendar year, rounded to the nearest hundred

dollar. ~~For persons employed by the Department of Corrections, Department of Children and Family Services, Department of Juvenile Justice, Office of the State's Attorneys Appellate Prosecutor, and the Department of State Police, as well as their spouses, no address shall be listed.~~ The list so compiled and arranged shall be kept on file in the office of the Comptroller and be open to inspection by the public at all times.

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

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

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

(40 ILCS 5/1-167 new)

Sec. 1-167. Prohibited disclosures. No pension fund or retirement system subject to this Code shall disclose the following information of any members or participants of any pension fund or retirement system: (1) the individual's home address (including ZIP code and county); (2) the individual's date of birth; (3) the individual's home and personal phone number; (4) the individual's personal email address; (5)

personally identifying member or participant deduction information; or (6) any membership status in a labor organization or other voluntary association affiliated with a labor organization or labor federation (including whether participants are members of such organization, the identity of such organization, whether or not participants pay or authorize the payment of any dues or moneys to such organization, and the amounts of such dues or moneys).

This Section does not apply to disclosures (i) required under the Freedom of Information Act, (ii) for purposes of conducting public operations or business, or (iii) to a labor organization or other voluntary association affiliated with a labor organization or labor federation.

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

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

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

- a. Minimum courses of study, resources, facilities, apparatus, equipment, reference material, established records and procedures as determined by the Office.
- b. Minimum requirements for instructors.
- c. Minimum basic training requirements, which a

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

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

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

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

Sec. 3. Employee rights; exclusive representative rights.

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

activities.

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

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

(1) Access includes the following:

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

(B) the right to conduct worksite meetings during lunch and other non-work breaks, and before and after

the workday, on the employer's premises to discuss collective bargaining negotiations, the administration of collective bargaining agreements, other matters related to the duties of the exclusive representative, and internal matters involving the governance or business of the exclusive representative, without charge to pay or leave time of employees or agents of the exclusive representative;

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

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

Nothing in this Section shall prohibit an employer and

exclusive representative from agreeing in a collective bargaining agreement to provide the exclusive representative greater access to bargaining unit employees, including through the use of the employer's email system.

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

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

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

personal email address on file with the employer.

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

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

If an employer discloses information in violation of this subsection (d), an aggrieved employee of the employer or his or

her exclusive bargaining representative may file an unfair labor practice charge with the Illinois Educational Labor Relations Board pursuant to Section 14 of this Act or commence an action in the circuit court to enforce the provisions of this Act, including actions to compel compliance, if an employer willfully and wantonly discloses information in violation of this subsection. The circuit court for the county in which the complainant resides, in which the complainant is employed, or in which the employer is located shall have jurisdiction in this matter.

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

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

(115 ILCS 5/11.1 new)

Sec. 11.1. Dues collection.

(a) Employers shall make payroll deductions of employee organization dues, initiation fees, assessments, and other payments for an employee organization that is the exclusive representative. Such deductions shall be made in accordance with the terms of an employee's written authorization and shall be paid to the exclusive representative. Written authorization may be evidenced by electronic communications, and such writing or communication may be evidenced by the electronic signature

of the employee as provided under Section 5-120 of the Electronic Commerce Security Act.

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

(b) Upon receiving written notice of the authorization, the educational employer must commence dues deductions as soon as practicable, but in no case later than 30 days after receiving notice from the employee organization. Employee deductions

shall be transmitted to the employee organization no later than 10 days after they are deducted unless a shorter period is mutually agreed to.

(c) Deductions shall remain in effect until:

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

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

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

Should the individual educational employee who has signed a dues deduction authorization card either be removed from an educational employer's payroll or otherwise placed on any type of involuntary or voluntary leave of absence, whether paid or unpaid, the employee's dues deduction shall be continued upon that employee's return to the payroll in a bargaining unit

position represented by the same exclusive representative or restoration to active duty from such a leave of absence.

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

(e) Upon receipt by the exclusive representative of an appropriate written authorization from an individual educational employee, written notice of authorization shall be provided to the educational employer and any authorized deductions shall be made in accordance with law. The employee organization shall indemnify the educational employer for any damages and reasonable costs incurred for any claims made by an

educational employee for deductions made in good faith reliance on its notification.

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

(g) The Illinois Educational Labor Relations Board shall have exclusive jurisdiction over claims under Illinois law that allege an educational employer or employee organization has unlawfully deducted or collected dues from an educational employee in violation of this Act. The Board shall by rule require that in cases in which an educational employee alleges that an employee organization has unlawfully collected dues, the educational employer shall continue to deduct the employee's dues from the employee's pay, but shall transmit the dues to the Board for deposit in an escrow account maintained by the Board. If the exclusive representative maintains an escrow account for the purpose of holding dues to which an employee has objected, the employer shall transmit the entire amount of dues to the exclusive representative, and the exclusive representative shall hold in escrow the dues that the

employer would otherwise have been required to transmit to the Board for escrow; provided that the escrow account maintained by the exclusive representative complies with rules adopted by the Board or that the collective bargaining agreement requiring the payment of the dues contains an indemnification provision for the purpose of indemnifying the employer with respect to the employer's transmission of dues to the exclusive representative.

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

(i) (1) If any clause, sentence, paragraph, or subdivision of this Section shall be adjudged by a court of competent

jurisdiction to be unconstitutional or otherwise invalid, that judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, or subdivision of this Section directly involved in the controversy in which such judgment shall have been rendered.

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

(115 ILCS 5/11.2 new)

Sec. 11.2. Defense to liability.

(a) The General Assembly declares that educational employees who paid agency or fair share fees as a condition of employment in accordance with State laws and United States Supreme Court precedent prior to June 27, 2018 had no legitimate expectation of receiving that money back under any then available cause of action. Educational employers and employee organizations who relied on State law and United States Supreme Court precedent in deducting and accepting those

fees were not liable to refund them. Agency or fair share fees were paid for collective bargaining representation that employee organizations were obligated by State law to provide to employees. Additionally, it should be presumed that educational employees who signed written membership or dues authorization agreements prior to this time knew and freely accepted the contractual obligations set forth in those agreements. Application of this Section to claims pending on the effective date of this amendatory Act of the 101st General Assembly will preserve, rather than interfere with, important reliance interests. This Section is therefore necessary to provide certainty to educational employers and employee organizations that relied on State law and to avoid disruption of educational labor relations after the United States Supreme Court's decision in Janus v. AFSCME Council 31, 138 S. Ct. 2448 (2018).

(b) No educational employer or employee organization or any of its employees or agents shall be liable for, and shall have a complete defense to, any claims or actions under the laws of this State for requiring, deducting, receiving, or retaining dues, agency fees, or fair share fees from educational employees, and current or former educational employees shall not have standing to pursue these claims or actions, if the dues or fees were permitted under the laws of this State then in force and paid, through payroll deduction or otherwise, prior to June 27, 2018.

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

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

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

Sec. 14. Unfair labor practices.

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

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

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

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

(4) Discharging or otherwise discriminating against an employee because he or she has signed or filed an affidavit, authorization card, petition or complaint or given any information or testimony under this Act.

(5) Refusing to bargain collectively in good faith with an employee representative which is the exclusive representative of employees in an appropriate unit,

including but not limited to the discussing of grievances with the exclusive representative; provided, however, that if an alleged unfair labor practice involves interpretation or application of the terms of a collective bargaining agreement and said agreement contains a grievance and arbitration procedure, the Board may defer the resolution of such dispute to the grievance and arbitration procedure contained in said agreement.

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

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

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

(9) Expending or causing the expenditure of public funds to any external agent, individual, firm, agency, partnership or association in any attempt to influence the outcome of representational elections held pursuant to paragraph (c) of Section 7 of this Act; provided, that nothing in this subsection shall be construed to limit an employer's right to be represented on any matter pertaining to unit determinations, unfair labor practice charges or pre-election conferences in any formal or informal proceeding before the Board, or to seek or obtain advice from legal counsel. Nothing in this paragraph shall be

construed to prohibit an employer from expending or causing the expenditure of public funds on, or seeking or obtaining services or advice from, any organization, group or association established by, and including educational or public employers, whether or not covered by this Act, the Illinois Public Labor Relations Act or the public employment labor relations law of any other state or the federal government, provided that such services or advice are generally available to the membership of the organization, group, or association, and are not offered solely in an attempt to influence the outcome of a particular representational election.

(10) Interfering with, restraining, coercing, deterring or discouraging educational employees or applicants to be educational employees from: (1) becoming members of an employee organization; (2) authorizing representation by an employee organization; or (3) authorizing dues or fee deductions to an employee organization, nor shall the employer intentionally permit outside third parties to use its email or other communications systems to engage in that conduct. An employer's good faith implementation of a policy to block the use of its email or other communication systems for such purposes shall be defense to an unfair labor practice.

(11) Disclosing to any person or entity information set forth in subsection (d) of Section 3 of this Act that the

employer knows or should know will be used to interfere with, restrain, coerce, deter, or discourage any public employee from: (i) becoming or remaining members of a labor organization, (ii) authorizing representation by a labor organization, or (iii) authorizing dues or fee deductions to a labor organization.

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

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

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

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

(4) Violating any of the rules and regulations promulgated by the Board regulating the conduct of representation elections.

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

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

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

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

(d) The actions of a Financial Oversight Panel created pursuant to Section 1A-8 of the School Code due to a district violating a financial plan shall not constitute or be evidence of an unfair labor practice under any of the provisions of this Act. Such actions include, but are not limited to, reviewing, approving, or rejecting a school district budget or a collective bargaining agreement.

Public Act 101-0620

SB1784 Enrolled

LRB101 11042 RJF 56246 b

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

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