

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 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 (e) 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.

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