

AN ACT concerning education.

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

Section 5. The Illinois Educational Labor Relations Act is amended by changing Section 3 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. Employers shall also provide the State labor organization with a copy of the information provided to the exclusive representatives. As used in this subsection, "State labor organization" means the statewide labor organization with which an exclusive representative is affiliated.

(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. 101-620, eff. 12-20-19.)

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