



Sen. Martin A. Sandoval

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1 AMENDMENT TO SENATE BILL 1791

2 AMENDMENT NO. _____. Amend Senate Bill 1791 by replacing
3 everything after the enacting clause with the following:

4 "Section 1. Short title. This Act may be cited as the
5 Illinois Labor Relations Act.

6 Section 5. Policy. It is the public policy of the State of
7 Illinois to grant all employees full freedom of association,
8 self-organization, and designation of employee representatives
9 of their own choosing for the purposes of negotiating wages,
10 hours, and other conditions of employment or other mutual aid
11 or protection.

12 It is the purpose of this Act to prescribe the legitimate
13 rights of both employees and employers, including the
14 designation of employee representatives and negotiation of
15 wages, hours, and other terms and conditions of employment.

16 It is the purpose of this Act to prescribe the legitimate
17 rights of both employees and employers, to protect the public
18 health and safety of the citizens of Illinois, and to provide
19 peaceful and orderly procedures for protection of the rights of
20 all.

21 Section 10. Definitions. As used in this Act, unless the
22 context otherwise requires:

23 (a) "Board" means the State Panel of the Illinois Labor

1 Relations Board as defined in Section 5 of the Illinois Public
2 Labor Relations Act.

3 (b) "Collective bargaining" means bargaining over terms
4 and conditions of employment, including wages, hours and other
5 conditions of employment.

6 (c) "Confidential employee" means an employee who, in the
7 regular course of his or her duties, assists and acts in a
8 confidential capacity to persons who formulate, determine, and
9 effectuate management policies with regard to labor relations
10 or who, in the regular course of his or her duties, has
11 authorized access to information relating to the effectuation
12 or review of the employer's collective bargaining policies.

13 (d) "Craft employees" means skilled journeymen, crafts
14 persons, and their apprentices and helpers.

15 (e) "Employee" means any individual employed by an
16 employer, and shall not be limited to the employees of a
17 particular employer, unless this Act explicitly states
18 otherwise, and shall include any individual whose work has
19 ceased as a consequence of, or in connection with, any current
20 labor dispute or because of any unfair labor practice.
21 "Employee" does not include any individual who is employed by
22 any person who does not meet the definition of "employer" as
23 defined in this Act and does not include any individual who is
24 subject to the protections of the National Labor Relations Act
25 (29 U.S.C. 151 et seq.) or the Railway Labor Act (45 U.S.C. 151
26 et seq.). "Employee" also does not include managerial
27 employees, confidential employees, or supervisors as defined
28 in this Act.

29 (f) "Employer" means any individual, partnership,
30 association, corporation, business, trust, person, or entity
31 for whom employees are gainfully employed in Illinois.
32 "Employer" includes any person acting on behalf of or in the
33 interest of an employer, directly or indirectly, with or
34 without his or her knowledge, but does not include the State of

1 Illinois, any political subdivision of the State, any State
2 officer or State department or agency, any unit of local
3 government, any school district, any authorities, including
4 departments, divisions, bureaus, boards, commissions, or other
5 agencies of the foregoing entities, or any entity that is
6 specifically excluded under the Illinois Public Labor
7 Relations Act.

8 (g) "Exclusive representative" means the labor
9 organization that has been designated by the Board as the
10 representative of a majority of employees in an appropriate
11 bargaining unit in accordance with the procedures contained in
12 this Act or a historical representative. For the purposes of
13 this Act, "historical representative" means a labor
14 organization which, on the effective date of this Act, is a
15 party to a collective bargaining agreement with an employer
16 under the jurisdiction of this Act, or is engaged in collective
17 bargaining over the terms of a successor collective bargaining
18 agreement with an employer under the jurisdiction of this Act.

19 (h) "Fair share agreement" means an agreement between the
20 employer and a labor organization under which all or any of the
21 employees in a collective bargaining unit are required to pay
22 their proportionate share of the costs of the collective
23 bargaining process, contract administration, and pursuit of
24 matters affecting wages, hours, and other conditions of
25 employment, but not to exceed the amount of dues uniformly
26 required of members. Fair share payments do not include any
27 fees for contributions related to the election or support of
28 any candidate for political office. Nothing in this subsection
29 (h) shall preclude an employee from making voluntary political
30 contributions in conjunction with his or her fair share
31 payment.

32 (i) "Labor organization" means any organization in which
33 employees participate and that exists for the purpose, in whole
34 or in part, of dealing with an employer concerning wages,

1 hours, and other terms and conditions of employment, including
2 the settlement of grievances.

3 (j) "Managerial employee" means an individual who is
4 engaged predominantly in executive and management functions
5 and is charged with the responsibility of directing the
6 effectuation of management policies and practices.

7 (k) "Person" includes one or more individuals, labor
8 organizations (other than when acting as an employer),
9 employees, associations, corporations, partnerships, legal
10 representatives, trustees, trustees in bankruptcy, and
11 receivers.

12 (l) "Professional employee" means any employee engaged in
13 work predominantly intellectual and varied in character rather
14 than routine mental, manual, mechanical, or physical work;
15 involving the consistent exercise of discretion and adjustment
16 in its performance; of such a character that the output
17 produced or the result accomplished cannot be standardized in
18 relation to a given period of time; and requiring advanced
19 knowledge in a field of science or learning customarily
20 acquired by a prolonged course of specialized intellectual
21 instruction and study in an institution of higher learning or a
22 hospital, as distinguished from a general academic education or
23 from apprenticeship or from training in the performance of
24 routine mental, manual, or physical processes; or any employee
25 who has completed the courses of specialized intellectual
26 instruction and study prescribed in this subsection (l) and is
27 performing related work under the supervision of a professional
28 person to qualify to become a professional employee as defined
29 in this subsection (l).

30 (m) "Supervisor" means an employee whose principal work is
31 substantially different from that of his or her subordinates
32 and who has authority, in the interest of the employer, to
33 hire, transfer, suspend, lay off, recall, promote, discharge,
34 direct, reward, or discipline employees, to adjust their

1 grievances, or to effectively recommend any of those actions,
2 if the exercise of that authority is not of a merely routine or
3 clerical nature, but requires the consistent use of independent
4 judgment. "Supervisor" includes only those individuals who
5 devote a preponderance of their employment time to exercising
6 that authority.

7 (n) "Unit" means a class of jobs or positions that are held
8 by employees whose collective interests may suitably be
9 represented by a labor organization for collective bargaining.
10 A bargaining unit shall not include both employees and
11 supervisors. Notwithstanding the exclusion of supervisors from
12 bargaining units containing non-supervisory employees, an
13 employer may agree to permit its supervisory employees to form
14 bargaining units and may bargain with those units.

15 Section 15. Illinois Labor Relations Board State Panel. The
16 composition and duties of the Illinois Labor Relations Board
17 State Panel shall be as described in Section 5 of the Illinois
18 Public Labor Relations Act.

19 Section 20. Rights of employees. Employees shall have the
20 right to self-organization, to form, join, or assist labor
21 organizations, to bargain collectively through representatives
22 of their own choosing, and to engage in other concerted
23 activities for the purpose of collective bargaining or other
24 mutual aid or protection, and shall also have the right to
25 refrain from any or all such activities except to the extent
26 that such right may be affected by an agreement requiring
27 membership in a labor organization as a condition of employment
28 as authorized in paragraph (a) (2) of Section 25.

29 Section 25. Unfair labor practices.

30 (a) It shall be an unfair labor practice for an employer or
31 his or her agents:

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

8 (2) to discriminate in regard to hire or tenure of
9 employment or any term or condition of employment in order
10 to encourage or discourage membership in or other support
11 for any labor organization, provided, nothing in this Act
12 or any other law precludes an employer from making an
13 agreement with an exclusive representative consistent with
14 Section 35;

15 (3) to discharge or otherwise discriminate against an
16 employee because he or she has signed or filed an
17 affidavit, petition, or charge or has provided any
18 information or testimony under this Act;

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

24 (5) to violate any of the rules established by the
25 Board relating to the conduct of representation elections
26 or the conduct affecting the representation elections; or

27 (6) to refuse to reduce a collective bargaining
28 agreement to writing or to refuse to sign such agreement.

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

31 (1) to restrain or coerce employees in the exercise of
32 the rights guaranteed in this Act, provided:

33 (A) that this paragraph shall not impair the right
34 of a labor organization to prescribe its own rules with

1 respect to the acquisition or retention of membership
2 therein or the determination of dues or fair share
3 payments; and

4 (B) that a labor organization or its agents shall
5 commit an unfair labor practice under this paragraph in
6 duty of fair representation cases only by intentional
7 misconduct in representing employees under this Act;

8 (2) to restrain or coerce an employer in the selection
9 of his or her representatives for the purposes of
10 collective bargaining or the settlement of grievances;

11 (3) to cause, or attempt to cause, an employer to
12 discriminate against an employee in violation of paragraph
13 (a) (2);

14 (4) to refuse to bargain collectively in good faith
15 with an employer, if it has been designated in accordance
16 with this Act as the exclusive representative of employees
17 in an appropriate unit;

18 (5) to violate any of the rules established by the
19 Board relating to the conduct of representation elections
20 or the conduct affecting the representation elections;

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

24 (7) to picket or cause to be picketed, or threaten to
25 picket or cause to be picketed, any employer if an object
26 thereof is forcing or requiring an employer to recognize or
27 bargain with a labor organization of the representative of
28 its employees, or forcing or requiring the employees of an
29 employer to accept or select such labor organization as
30 their collective bargaining representative, unless such
31 labor organization is currently certified as the
32 representative of such employees:

33 (A) if the employer has lawfully recognized in
34 accordance with this Act any labor organization and a

1 question concerning representation may not
2 appropriately be raised under Section 50;

3 (B) if within the preceding 12 months a valid
4 election under Section 50 has been conducted; or

5 (C) if such picketing has been conducted without a
6 petition under Section 50 being filed within a
7 reasonable period of time not to exceed 30 days from
8 the commencement of such picketing; provided that when
9 such a petition has been filed the Board shall
10 forthwith, without regard to subsection (a) of Section
11 50 or the absence of a showing of a substantial
12 interest on the part of the labor organization, direct
13 an election in such unit as the Board finds to be
14 appropriate and shall certify the results thereof;
15 provided further, that nothing in this subparagraph
16 shall be construed to prohibit any picketing or other
17 publicity for the purpose of truthfully advising the
18 public that an employer does not employ members of, or
19 have a contract with, a labor organization unless an
20 effect of such picketing is to induce any individual
21 employed by any other person, in the course of his or
22 her employment, not to pick up, deliver, or transport
23 any goods or not to perform any services; or

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

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

31 Section 30. Duty to bargain. An employer and the exclusive
32 representative have the authority and the duty to bargain
33 collectively as set forth in this Section.

1 For the purposes of this Act, "to bargain collectively"
2 means the performance of the mutual obligation of the employer
3 or his or her designated representative and the exclusive
4 representative to meet at reasonable times and to negotiate in
5 good faith with respect to wages, hours, and other conditions
6 of employment. It also includes the negotiation of an
7 agreement, the discussion of any question arising thereunder,
8 and the execution of a written contract incorporating any
9 agreement reached if requested by either party. This obligation
10 does not compel either party to agree to a proposal or require
11 the making of a concession.

12 The duty "to bargain collectively" also includes
13 negotiations as to the terms of a collective bargaining
14 agreement. The parties may, by mutual agreement, provide for
15 arbitration of impasses resulting from their inability to agree
16 upon wages, hours, and terms and conditions of employment to be
17 included in a collective bargaining agreement. Such
18 arbitration provisions shall be subject to the Uniform
19 Arbitration Act unless otherwise agreed by the parties.

20 The duty "to bargain collectively" also means that no party
21 to a collective bargaining contract shall terminate or modify
22 that contract, unless the party desiring such termination or
23 modification:

24 (1) serves a written notice upon the other party to the
25 contract of the proposed termination or modification 60
26 days before the expiration date thereof, or if the contract
27 contains no expiration date, 60 days before the time it is
28 proposed to make such termination or modification;

29 (2) offers to meet and confer with the other party for
30 the purpose of negotiating a new contract or a contract
31 containing the proposed modifications;

32 (3) notifies the Board within 30 days after such notice
33 of the existence of a dispute, provided no agreement has
34 been reached by that time; and

1 (4) continues in full force and effect, without
2 resorting to strike or lockout, all the terms and
3 conditions of the existing contract for a period of 60 days
4 after such notice is given to the other party or until the
5 expiration date of such contract, whichever occurs later.

6 The duties imposed upon employers, employees, and labor
7 organizations by paragraphs (2), (3), and (4) shall become
8 inapplicable upon an intervening certification of the Board,
9 under which the labor organization, which is a party to the
10 contract, has been superseded as or ceased to be the exclusive
11 representative of the employees pursuant to subsection (a) of
12 Section 50, and the duties so imposed shall not be construed as
13 requiring either party to discuss or agree to any modification
14 of the terms and conditions contained in a contract for a fixed
15 period, if such modification is to become effective before such
16 terms and conditions can be reopened under the contract.

17 Section 35. Dues deduction and fair share fees.

18 (a) Dues deduction. The exclusive representative may
19 negotiate provisions in a collective bargaining agreement
20 providing for the payroll deduction of labor organization dues,
21 initiation fees, and assessments. Such payments shall be paid
22 to the exclusive representative.

23 (b) Fair share fees.

24 (1) When a collective bargaining agreement is entered
25 into by an employer and an exclusive representative, the
26 agreement may include a provision to require as a condition
27 of employment that employees covered by the collective
28 bargaining agreement who are not members of the exclusive
29 representative's organization pay their proportionate
30 share of the costs of the collective bargaining process,
31 organizing, contract administration, and pursuit of
32 matters affecting wages, hours, and conditions of
33 employment. The nonmember employees' share of the costs

1 shall not exceed the amount of dues uniformly required of
2 members. The exclusive representative shall certify to the
3 employer the amount to be deducted and the employer shall
4 deduct such amount from the earnings of the nonmember
5 employees and remit such amounts to the labor organization.

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

20 (c) If a collective bargaining agreement is terminated, or
21 continues in effect beyond its scheduled expiration date
22 pending the negotiation of a successor agreement, the employer
23 shall continue to honor and abide by any dues deduction or fair
24 share clause contained therein until a new agreement is reached
25 including dues deduction or a fair share clause. For the
26 benefit of any successor exclusive representative certified
27 under this Act, this provision shall be applicable, provided
28 the successor exclusive representative:

29 (i) certifies to the employer the amount to be
30 deducted under subsection (b); or

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

34 Failure to so honor and abide by dues deduction or fair

1 share clauses for the benefit of any exclusive representative,
2 including a successor, shall be a violation of the duty to
3 bargain and an unfair labor practice.

4 Section 40. Unfair labor practice procedures. Unfair labor
5 practices may be dealt with by the Board in the following
6 manner:

7 (a) If it is charged that any person has engaged in or is
8 engaging in any unfair labor practice, the Board or any agent
9 designated by the Board for such purposes shall conduct an
10 investigation of the charge. If, after such investigation, the
11 Board finds that the charge involves a dispositive issue of law
12 or fact, the Board shall issue a complaint and cause to be
13 served upon the person a complaint stating the charges,
14 accompanied by a notice of hearing. The notice of hearing shall
15 indicate that a hearing is to take place before the Board, or a
16 member thereof designated by the Board, or before a qualified
17 hearing officer designated by the Board at the offices of the
18 Board or such other location as the Board deems appropriate, on
19 a date not less than 5 days after service of such complaint. No
20 complaint shall issue based upon any unfair labor practice
21 occurring more than 6 months before the filing of a charge with
22 the Board and the service of a copy thereof upon the person
23 against whom the charge is made, unless the person aggrieved
24 thereby did not reasonably have knowledge of the alleged unfair
25 labor practice or was prevented from filing such a charge by
26 reason of service in the armed forces, in which event the 6
27 month period shall be computed from the date of his or her
28 discharge. Any such complaint may be amended by the member or
29 hearing officer conducting the hearing for the Board in his or
30 her discretion at any time before the issuance of an order
31 based thereon. The person who is the subject of the complaint
32 has the right to file an answer to the original or amended
33 complaint and to appear in person or by a representative and

1 give testimony at the place and time fixed in the complaint. In
2 the discretion of the member or hearing officer conducting the
3 hearing, or in the discretion of the Board, any other person
4 may be allowed to intervene in the proceeding and to present
5 testimony. In any hearing conducted by the Board, neither the
6 Board nor the member or agent conducting the hearing shall be
7 bound by the rules of evidence applicable to courts, except as
8 to the rules of privilege recognized by law.

9 (b) The Board shall have the power to issue subpoenas and
10 administer oaths. If any party willfully fails or neglects to
11 appear or testify or to produce books, papers, and records
12 pursuant to the issuance of a subpoena by the Board, the Board
13 may apply to a court of competent jurisdiction to request that
14 such party be ordered to appear before the Board to testify or
15 produce the requested evidence.

16 (c) Any testimony taken by the Board, or a member
17 designated by the Board or a hearing officer thereof, must be
18 reduced to writing and filed with the Board. A full and
19 complete record shall be kept of all proceedings before the
20 Board, and all proceedings shall be transcribed by a reporter
21 appointed by the Board. The party on whom the burden of proof
22 rests shall be required to sustain such burden by a
23 preponderance of the evidence. If, upon a preponderance of the
24 evidence taken, the Board is of the opinion that any person
25 named in the charge has engaged in or is engaging in an unfair
26 labor practice, then it shall state its findings of fact and
27 shall issue and cause to be served upon the person an order
28 requiring him or her to cease and desist from the unfair labor
29 practice, and to take such affirmative action, including
30 reinstatement of employees with or without back pay, as will
31 effectuate the policies of this Act. If the Board awards back
32 pay, it shall also award interest at the rate of 7% per year.
33 If the Board finds that a party has demonstrated a pattern of
34 committing unfair labor practices or if the Board finds that a

1 party has demonstrated an egregious disregard for the rights of
2 employees under this Act, the Board may, in its discretion,
3 issue an order barring the party from receiving public
4 contracts or State tax incentives for a period of up to 3
5 years. Upon issuing such an order, the Board shall notify the
6 Office of the Governor in writing of the issuance of its order.
7 The Board's order may further require the person to make
8 reports from time to time, and to demonstrate the extent to
9 which he or she has complied with the order. If there is no
10 preponderance of evidence to indicate to the Board that the
11 person named in the charge has engaged in or is engaging in the
12 unfair labor practice, then the Board shall state its findings
13 of fact and shall issue an order dismissing the complaint. The
14 Board's order may in its discretion also include an appropriate
15 sanction, based on the Board's rules, and the sanction may
16 include an order to pay the other party or parties' reasonable
17 expenses including costs and reasonable attorney's fees, if the
18 other party has made allegations or denials without reasonable
19 cause and found to be untrue or has engaged in frivolous
20 litigation for the purpose of delay or needless increase in the
21 cost of litigation.

22 (d) Until the record in a case has been filed in court, the
23 Board at any time, upon reasonable notice and in such manner as
24 it deems proper, may modify or set aside, in whole or in part,
25 any finding or order made or issued by it.

26 (e) A charging party or any person aggrieved by a final
27 order of the Board granting or denying in whole or in part the
28 relief sought may apply for and obtain judicial review of an
29 order of the Board entered under this Act, in accordance with
30 the Administrative Review Law, except that such judicial review
31 shall be afforded directly in the appellate court for the
32 district in which the aggrieved party resides or transacts
33 business, and provided, that such judicial review shall not be
34 available for the purpose of challenging a final order issued

1 by the Board pursuant to Section 50 for which judicial review
2 has been petitioned pursuant to subsection (g) of Section 50.
3 Any direct appeal to the appellate court shall be filed within
4 35 days from the date that a copy of the decision sought to be
5 reviewed was served upon the party affected by the decision.
6 The Board in proceedings under this Section may obtain an order
7 of the court for the enforcement of its order.

8 (f) If it appears that any person has violated a final
9 order of the Board issued pursuant to this Section, the Board
10 must commence an action in the name of the People of the State
11 of Illinois by petition, alleging the violation, attaching a
12 copy of the order of the Board, and praying for the issuance of
13 an order directing the person and his or her officers, agents,
14 servants, successors, and assigns to comply with the order of
15 the Board. The Board shall be represented in this action by the
16 Attorney General in accordance with the Attorney General Act.
17 The court may grant or refuse, in whole or in part, the relief
18 sought, provided that the court may stay an order of the Board
19 in accordance with the Administrative Review Law, pending
20 disposition of the proceedings. The court may punish a
21 violation of its order as in civil contempt.

22 (g) The proceedings provided in paragraph (f) of this
23 Section shall be commenced in the appellate court for the
24 district where the unfair labor practice which is the subject
25 of the Board's order was committed, or where a person required
26 to cease and desist by such order resides or transacts
27 business.

28 (h) The Board, through the Attorney General, shall have
29 power, upon issuance of an unfair labor practice complaint
30 alleging that a person has engaged in or is engaging in an
31 unfair labor practice, to petition the circuit court where the
32 alleged unfair labor practice which is the subject of the
33 Board's complaint was allegedly committed, or where a person
34 required to cease and desist from such alleged unfair labor

1 practice resides or transacts business, for appropriate
2 temporary relief or a restraining order. Upon the filing of any
3 such petition, the court shall cause notice thereof to be
4 served upon such persons, and thereupon shall have jurisdiction
5 to grant to the Board such temporary relief or restraining
6 order as it deems just and proper.

7 (i) If an unfair labor practice charge involves the
8 interpretation or application of a collective bargaining
9 agreement and that agreement contains a grievance procedure
10 with binding arbitration as its terminal step, the Board may
11 defer the resolution of such dispute to the grievance and
12 arbitration procedure contained in that agreement.

13 Section 45. Grievance procedure. The collective bargaining
14 agreement negotiated between the employer and the exclusive
15 representative shall contain a grievance resolution procedure
16 which shall apply to all employees in the bargaining unit and
17 shall provide for final and binding arbitration of disputes
18 concerning the administration or interpretation of the
19 agreement unless mutually agreed otherwise. Any agreement
20 containing a final and binding arbitration provision shall also
21 contain a provision prohibiting strikes for the duration of the
22 agreement. The grievance and arbitration provisions of any
23 collective bargaining agreement shall be subject to the Uniform
24 Arbitration Act. The costs of such arbitration shall be borne
25 equally by the employer and the exclusive representative.

26 Section 50. Elections; recognition; designation of
27 exclusive representative.

28 (a) In accordance with such rules as the Board may
29 prescribe, the Board shall designate a labor organization as
30 the exclusive representative of employees through the
31 processes outlined in this Section.

32 (1) The Board may conduct an election to determine the

1 exclusive representative of employees if:

2 (A) an employee or group of employees or any labor
3 organization acting in their behalf files a petition
4 demonstrating that 30% of the employees in an
5 appropriate unit wish to be represented for the
6 purposes of collective bargaining by a labor
7 organization as exclusive representative, or asserting
8 that the labor organization which has been certified or
9 is currently recognized by the employer as the
10 bargaining representative is no longer the
11 representative of the majority of the employees in the
12 unit; or

13 (B) an employer files a petition alleging that one
14 or more labor organizations have presented to it a
15 claim that they be recognized as the representative of
16 a majority of the employees in an appropriate unit.

17 The Board shall investigate such petitions, and if it
18 has reasonable cause to believe that a question of
19 representation exists, shall provide for an appropriate
20 hearing upon due notice. Such hearing shall be held at the
21 offices of the Board or such other location as the Board
22 deems appropriate. If it finds upon the record of the
23 hearing that a question of representation exists, it shall
24 direct an election, which shall be held not later than 120
25 days after the date the petition was filed; provided,
26 however, the Board may extend the time for holding an
27 election by an additional 60 days if, upon motion by a
28 person who has filed a petition under this Section or is
29 the subject of a petition filed under this Section and is a
30 party to such hearing, or upon the Board's own motion, the
31 Board finds that good cause has been shown for extending
32 the election date; provided further, that nothing in this
33 Section shall prohibit the Board, in its discretion, from
34 extending the time for holding an election for so long as

1 may be necessary under the circumstances, if the purpose
2 for such extension is to permit resolution by the Board of
3 an unfair labor practice charge filed by one of the parties
4 to a representational proceeding against the other based
5 upon conduct which may either affect the existence of a
6 question concerning representation or have a tendency to
7 interfere with a fair and free election, if the party
8 filing the charge has not filed a request to proceed with
9 the election; and provided further that before the
10 expiration of the total time allotted for holding an
11 election, a person who has filed a petition under this
12 Section or is the subject of a petition filed under this
13 Section and is a party to such hearing or the Board, may
14 move for and obtain the entry of an order in the circuit
15 court of the county in which the majority of the employees
16 sought to be represented by such person reside, such order
17 extending the date upon which the election shall be held.
18 Such order shall be issued by the circuit court only upon a
19 judicial finding that there has been a sufficient showing
20 that there is good cause to extend the election date beyond
21 such period and shall require the Board to hold the
22 election as soon as is feasible given the totality of the
23 circumstances. Such 120-day period may be extended one or
24 more times by the agreement of all parties to the hearing
25 to a date certain without the necessity of obtaining a
26 court order. Nothing in this Section prohibits the waiving
27 of hearings by stipulation for the purpose of a consent
28 election in conformity with the rules of the Board or an
29 election in a unit agreed upon by the parties. Other
30 interested employee organizations may intervene in the
31 proceedings in the manner and within the time period
32 specified by rules of the Board. Interested parties who are
33 necessary to the proceedings may also intervene in the
34 proceedings in the manner and within the time period

1 specified by the rules of the Board.

2 (2) The Board shall designate an exclusive
3 representative for purposes of collective bargaining when
4 the representative demonstrates a showing of majority
5 interest by employees in the unit. If the parties to a
6 dispute are without agreement on the means to ascertain the
7 choice, if any, of employee organization as their
8 representative, the Board shall ascertain the employees'
9 choice of employee organization on the basis of dues
10 deduction authorization and other evidence, or, if
11 necessary, by conducting an election. The Board shall
12 protect the confidentiality of the employees signing dues
13 deduction authorizations and other evidence evidencing
14 support for a labor organization. If either party provides
15 to the Board, before the designation of an exclusive
16 representative, clear and convincing evidence that the
17 dues deduction authorizations, and other evidence upon
18 which the Board would otherwise rely to ascertain the
19 employees' choice of representative, are fraudulent or
20 were obtained through coercion, the Board shall promptly
21 thereafter conduct an election. The Board shall also
22 investigate and consider a party's allegations that the
23 dues deduction authorizations and other evidence submitted
24 in support of a designation of representative without an
25 election were subsequently changed, altered, withdrawn, or
26 withheld as a result of employer fraud or coercion or any
27 other unfair labor practice by the employer. If the Board
28 determines that a labor organization would have had a
29 majority interest but for an employer's fraud, coercion, or
30 unfair labor practice, it shall designate the labor
31 organization as an exclusive representative without
32 conducting an election.

33 (3) An employer may voluntarily recognize a labor
34 organization as the exclusive representative of the

1 employer's employees. Any labor organization which is
2 designated or selected by the majority of employees, in a
3 unit of the employer having no other recognized or
4 certified representative, as their representative for
5 purposes of collective bargaining may request recognition
6 by the employer in writing. The employer shall post such
7 request for a period of at least 20 days following its
8 receipt thereof on bulletin boards or other places used or
9 reserved for employee notices. Within the 20-day period any
10 other interested employee organization may petition the
11 Board in the manner specified by rules of the Board,
12 provided that such interested employee organization has
13 been designated by at least 10% of the employees in an
14 appropriate bargaining unit which includes all or some of
15 the employees in the unit recognized by the employer. In
16 such event, the Board shall proceed with the petition in
17 the same manner as provided by paragraph (1) of this
18 subsection (a).

19 (b) The Board shall decide in each case, in order to assure
20 employees the fullest freedom in exercising the rights
21 guaranteed by this Act, a unit appropriate for the purpose of
22 collective bargaining, based upon but not limited to such
23 factors as: historical pattern of recognition; community of
24 interest including employee skills and functions; degree of
25 functional integration; interchangeability and contact among
26 employees; common supervision, wages, hours, and other working
27 conditions of the employees involved; and the desires of the
28 employees. In cases involving an historical pattern of
29 recognition, and in cases in which the employer has recognized
30 the labor organization as the sole and exclusive bargaining
31 agent for a specified existing unit, the Board shall find the
32 employees in the unit then represented by the labor
33 organization pursuant to the recognition to be the appropriate
34 unit.

1 Notwithstanding the above factors, if the majority of
2 employees of a craft so decide, the Board shall designate such
3 craft as a unit appropriate for the purposes of collective
4 bargaining.

5 The Board shall not decide that any unit is appropriate if
6 such unit includes both professional and nonprofessional
7 employees, unless a majority of each group votes for inclusion
8 in such unit.

9 (c) Nothing in this Act shall interfere with or negate the
10 current representation rights or patterns and practices of
11 labor organizations which have historically represented
12 employees for the purpose of collective bargaining, including
13 but not limited to the negotiations of wages, hours, and
14 working conditions, discussions of employees' grievances,
15 resolution of jurisdictional disputes, or the establishment
16 and maintenance of prevailing wage rates, unless a majority of
17 employees so represented express a contrary desire pursuant to
18 the procedures set forth in this Act.

19 (d) Within 7 days after the Board issues its bargaining
20 unit determination and direction of election or the execution
21 of a stipulation for the purpose of a consent election, the
22 employer shall submit to the labor organization the complete
23 names and addresses of those employees who are determined by
24 the Board to be eligible to participate in the election. If the
25 Board has determined that a labor organization has been fairly
26 and freely chosen by a majority of employees in an appropriate
27 unit, it shall certify such organization as the exclusive
28 representative. If the Board determines that a majority of
29 employees in an appropriate unit has fairly and freely chosen
30 not to be represented by a labor organization, it shall so
31 certify. The Board may also revoke the certification of the
32 labor organization as exclusive bargaining representatives
33 which have been found by a secret ballot election to be no
34 longer the majority representative.

1 (e) The Board shall not conduct an election in any
2 bargaining unit or any subdivision thereof within which a valid
3 election has been held in the preceding 12-month period. The
4 Board shall determine who is eligible to vote in an election
5 and shall establish rules governing the conduct of the election
6 or conduct affecting the results of the election. The Board
7 shall include on a ballot in a representation election a choice
8 of "no representation". A labor organization currently
9 representing the bargaining unit of employees shall be placed
10 on the ballot in any representation election. In any election
11 where none of the choices on the ballot receives a majority, a
12 runoff election shall be conducted between the 2 choices
13 receiving the largest number of valid votes cast in the
14 election. A labor organization which receives a majority of the
15 votes cast in an election shall be certified by the Board as
16 exclusive representative of all employees in the unit.

17 (f) No election shall be directed by the Board in any
18 bargaining unit if there is in force a valid collective
19 bargaining agreement. The Board, however, may process an
20 election petition filed between 90 and 60 days before the
21 expiration of the date of an agreement, and may further refine,
22 by rule or decision, the implementation of this provision. If
23 more than 4 years have elapsed since the effective date of the
24 agreement, the agreement shall continue to bar an election,
25 except that the Board may process an election petition filed
26 between 90 and 60 days before the end of each successive year
27 of such agreement.

28 (g) An order of the Board dismissing a representation
29 petition, determining and certifying that a labor organization
30 has been fairly and freely chosen by a majority of employees in
31 an appropriate bargaining unit, or determining and certifying
32 that a labor organization has not been fairly and freely chosen
33 by a majority of employees in the bargaining unit constitutes a
34 final order. Any person aggrieved by any such order issued on

1 or after the effective date of this Act may apply for and
2 obtain judicial review in accordance with the Administrative
3 Review Law, except that such review shall be afforded directly
4 in the appellate court for the district in which the aggrieved
5 party resides or transacts business. Any direct appeal to the
6 appellate court shall be filed within 35 days from the date
7 that a copy of the decision sought to be reviewed was served
8 upon the party affected by the decision.

9 Section 55. Right to strike.

10 (a) Nothing in this Act shall be construed to either
11 interfere with or impede or diminish in any way the right to
12 strike, except as otherwise provided in this Act, or to affect
13 the limitations or qualifications on that right. An employee
14 who exercises such right may not be disciplined, replaced, or
15 otherwise have his or her wages, hours, or terms and conditions
16 of employment adversely affected.

17 (b) Nothing in this Act shall be construed to require an
18 individual employee to render labor or service without his or
19 her consent, nor shall anything in this Act be construed to
20 make the quitting of his or her labor by an individual employee
21 an illegal act, nor shall any court issue any process to compel
22 the performance by an individual employee of such labor or
23 service, without his or her consent. The quitting of labor by
24 an employee or employees in good faith because of abnormally
25 dangerous conditions for work at the place of employment of
26 such employee or employees shall not be deemed a strike under
27 this Act.

28 Section 60. Enforcement.

29 (a) The State Panel of the Illinois Labor Relations Board
30 shall have exclusive jurisdiction over enforcement of this Act.
31 It shall further have the authority to make and revise
32 administrative rules, including emergency rules, as it deems

1 appropriate to carry out the purposes of this Act. For the
2 purpose of developing administrative rules, should this Act or
3 any substantive amendment to this Act be effective immediately,
4 the immediate effective date shall create an "emergency" within
5 the meaning of Section 5-45 of the Illinois Administrative
6 Procedure Act.

7 (b) Suits for violation of contracts between an employer
8 and exclusive representative or between an employer and labor
9 organization may be brought in the circuit court. Any labor
10 organization may sue or be sued as an entity and in behalf of
11 the employees whom it represents. Any money judgment against a
12 labor organization shall be enforceable only against the
13 organization as an entity and against its assets, and shall not
14 be enforceable against any individual member or his or her
15 assets."