**EDUCATIONAL LABOR RELATIONS  
(115 ILCS 5/) Illinois Educational Labor Relations Act.**

|  |
| --- |
| (115 ILCS 5/1) (from Ch. 48, par. 1701)     Sec. 1. Policy. It is the public policy of this State and the purpose of this Act to promote orderly and constructive relationships between all educational employees and their employers. Unresolved disputes between the educational employees and their employers are injurious to the public, and the General Assembly is therefore aware that adequate means must be established for minimizing them and providing for their resolution. It is the purpose of this Act to regulate labor relations between educational employers and educational employees, including the designation of educational employee representatives, negotiation of wages, hours and other conditions of employment and resolution of disputes arising under collective bargaining agreements. The General Assembly recognizes that substantial differences exist between educational employees and other public employees as a result of the uniqueness of the educational work calendar and educational work duties and the traditional and historical patterns of collective bargaining between educational employers and educational employees and that such differences demand statutory regulation of collective bargaining between educational employers and educational employees in a manner that recognizes these differences. Recognizing that harmonious relationships are required between educational employees and their employers, the General Assembly has determined that the overall policy may best be accomplished by (a) granting to educational employees the right to organize and choose freely their representatives; (b) requiring educational employers to negotiate and bargain with employee organizations representing educational employees and to enter into written agreements evidencing the result of such bargaining; and (c) establishing procedures to provide for the protection of the rights of the educational employee, the educational employer and the public. (Source: P.A. 83-1014.) |

|  |
| --- |
| (115 ILCS 5/2) (from Ch. 48, par. 1702)     Sec. 2. Definitions. As used in this Act:     (a) "Educational employer" or "employer" means the governing body of a public school district, including the governing body of a charter school established under Article 27A of the School Code or of a contract school or contract turnaround school established under paragraph 30 of Section 34-18 of the School Code, combination of public school districts, including the governing body of joint agreements of any type formed by 2 or more school districts, public community college district or State college or university, a subcontractor of instructional services of a school district (other than a school district organized under Article 34 of the School Code), combination of school districts, charter school established under Article 27A of the School Code, or contract school or contract turnaround school established under paragraph 30 of Section 34-18 of the School Code, an Independent Authority created under Section 2-3.25f-5 of the School Code, and any State agency whose major function is providing educational services. "Educational employer" or "employer" does not include (1) a Financial Oversight Panel created pursuant to Section 1A-8 of the School Code due to a district violating a financial plan or (2) an approved nonpublic special education facility that contracts with a school district or combination of school districts to provide special education services pursuant to Section 14-7.02 of the School Code, but does include a School Finance Authority created under Article 1E or 1F of the School Code and a Financial Oversight Panel created under Article 1B or 1H of the School Code. The change made by this amendatory Act of the 96th General Assembly to this paragraph (a) to make clear that the governing body of a charter school is an "educational employer" is declaratory of existing law.      (b) "Educational employee" or "employee" means any individual, excluding supervisors, managerial, confidential, short term employees, student, and part-time academic employees of community colleges employed full or part time by an educational employer, but shall not include elected officials and appointees of the Governor with the advice and consent of the Senate, firefighters as defined by subsection (g-1) of Section 3 of the Illinois Public Labor Relations Act, and peace officers employed by a State university. For the purposes of this Act, part-time academic employees of community colleges shall be defined as those employees who provide less than 3 credit hours of instruction per academic semester. In this subsection (b), the term "student" does not include graduate students who are research assistants primarily performing duties that involve research, graduate assistants primarily performing duties that are pre-professional, graduate students who are teaching assistants primarily performing duties that involve the delivery and support of instruction, or any other graduate assistants.      (c) "Employee organization" or "labor organization" means an organization of any kind in which membership includes educational employees, and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, employee-employer disputes, wages, rates of pay, hours of employment, or conditions of work, but shall not include any organization which practices discrimination in membership because of race, color, creed, age, gender, national origin or political affiliation.      (d) "Exclusive representative" means the labor organization which has been designated by the Illinois Educational Labor Relations Board as the representative of the majority of educational employees in an appropriate unit, or recognized by an educational employer prior to January 1, 1984 as the exclusive representative of the employees in an appropriate unit or, after January 1, 1984, recognized by an employer upon evidence that the employee organization has been designated as the exclusive representative by a majority of the employees in an appropriate unit.      (e) "Board" means the Illinois Educational Labor Relations Board.      (f) "Regional Superintendent" means the regional superintendent of schools provided for in Articles 3 and 3A of The School Code.      (g) "Supervisor" means any individual having authority in the interests of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, reward or discipline other employees within the appropriate bargaining unit and adjust their grievances, or to effectively recommend such action if the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment. The term "supervisor" includes only those individuals who devote a preponderance of their employment time to such exercising authority.      (h) "Unfair labor practice" or "unfair practice" means any practice prohibited by Section 14 of this Act.      (i) "Person" includes an individual, educational employee, educational employer, legal representative, or employee organization.      (j) "Wages" means salaries or other forms of compensation for services rendered.      (k) "Professional employee" means, in the case of a public community college, State college or university, State agency whose major function is providing educational services, the Illinois School for the Deaf, and the Illinois School for the Visually Impaired, (1) any employee engaged in work (i) predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical, or physical work; (ii) involving the consistent exercise of discretion and judgment in its performance; (iii) of such character that the output produced or the result accomplished cannot be standardized in relation to a given period of time; and (iv) requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital, as distinguished from a general academic education or from an apprenticeship or from training in the performance of routine mental, manual, or physical processes; or (2) any employee, who (i) has completed the courses of specialized intellectual instruction and study described in clause (iv) of paragraph (1) of this subsection, and (ii) is performing related work under the supervision of a professional person to qualify himself or herself to become a professional as defined in paragraph (l).     (l) "Professional employee" means, in the case of any public school district, or combination of school districts pursuant to joint agreement, any employee who has a certificate issued under Article 21 or Section 34-83 of the School Code, as now or hereafter amended.      (m) "Unit" or "bargaining unit" means any group of employees for which an exclusive representative is selected.      (n) "Confidential employee" means an employee, who (i) in the regular course of his or her duties, assists and acts in a confidential capacity to persons who formulate, determine and effectuate management policies with regard to labor relations or who (ii) in the regular course of his or her duties has access to information relating to the effectuation or review of the employer's collective bargaining policies.      (o) "Managerial employee" means an individual who is engaged predominantly in executive and management functions and is charged with the responsibility of directing the effectuation of such management policies and practices.      (p) "Craft employee" means a skilled journeyman, craft person, and his or her apprentice or helper.      (q) "Short-term employee" is an employee who is employed for less than 2 consecutive calendar quarters during a calendar year and who does not have a reasonable expectation that he or she will be rehired by the same employer for the same service in a subsequent calendar year. Nothing in this subsection shall affect the employee status of individuals who were covered by a collective bargaining agreement on the effective date of this amendatory Act of 1991. (Source: P.A. 101-380, eff. 1-1-20.) |

|  |
| --- |
| (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 of 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.) |

|  |
| --- |
| (115 ILCS 5/4) (from Ch. 48, par. 1704)     (Text of Section WITH the changes made by P.A. 98-599, which has been held unconstitutional)      Sec. 4. Employer rights. Employers shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of the employer, standards of services, its overall budget, the organizational structure and selection of new employees and direction of employees. Employers, however, shall be required to bargain collectively with regard to policy matters directly affecting wages, hours and terms and conditions of employment as well as the impact thereon upon request by employee representatives, except as provided in Section 10.5. To preserve the rights of employers and exclusive representatives which have established collective bargaining relationships or negotiated collective bargaining agreements prior to the effective date of this Act, employers shall be required to bargain collectively with regard to any matter concerning wages, hours or conditions of employment about which they have bargained for and agreed to in a collective bargaining agreement prior to the effective date of this Act, except as provided in Section 10.5. (Source: P.A. 98-599, eff. 6-1-14.)       (Text of Section WITHOUT the changes made by P.A. 98-599, which has been held unconstitutional)     Sec. 4. Employer rights. Employers shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of the employer, standards of services, its overall budget, the organizational structure and selection of new employees and direction of employees. Employers, however, shall be required to bargain collectively with regard to policy matters directly affecting wages, hours and terms and conditions of employment as well as the impact thereon upon request by employee representatives. To preserve the rights of employers and exclusive representatives which have established collective bargaining relationships or negotiated collective bargaining agreements prior to the effective date of this Act, employers shall be required to bargain collectively with regard to any matter concerning wages, hours or conditions of employment about which they have bargained for and agreed to in a collective bargaining agreement prior to the effective date of this Act. (Source: P.A. 83-1014.) |

|  |
| --- |
| (115 ILCS 5/4.5)     Sec. 4.5. Subjects of collective bargaining.     (a) Notwithstanding the existence of any other provision in this Act or other law, collective bargaining between an educational employer whose territorial boundaries are coterminous with those of a city having a population in excess of 500,000 and an exclusive representative of its employees may include any of the following subjects:          (1) (Blank).          (2) Decisions to contract with a third party for one |
| |  |  | | --- | --- | |  | or more services otherwise performed by employees in a bargaining unit and the procedures for obtaining such contract or the identity of the third party. | |
| (3) Decisions to layoff or reduce in force employees.          (4) Decisions to determine class size, class staffing |
| |  |  | | --- | --- | |  | and assignment, class schedules, academic calendar, length of the work and school day with respect to a public school district organized under Article 34 of the School Code only, length of the work and school year with respect to a public school district organized under Article 34 of the School Code only, hours and places of instruction, or pupil assessment policies. | |
| (5) Decisions concerning use and staffing of |
| |  |  | | --- | --- | |  | experimental or pilot programs and decisions concerning use of technology to deliver educational programs and services and staffing to provide the technology. | |
| (b) The subject or matters described in subsection (a) are permissive subjects of bargaining between an educational employer and an exclusive representative of its employees and, for the purpose of this Act, are within the sole discretion of the educational employer to decide to bargain, provided that the educational employer is required to bargain over the impact of a decision concerning such subject or matter on the bargaining unit upon request by the exclusive representative. During this bargaining, the educational employer shall not be precluded from implementing its decision. If, after a reasonable period of bargaining, a dispute or impasse exists between the educational employer and the exclusive representative, the dispute or impasse shall be resolved exclusively as set forth in subsection (b) of Section 12 of this Act in lieu of a strike under Section 13 of this Act. Neither the Board nor any mediator or fact-finder appointed pursuant to subsection (a-10) of Section 12 of this Act shall have jurisdiction over such a dispute or impasse.      (c) A provision in a collective bargaining agreement that was rendered null and void because it involved a prohibited subject of collective bargaining under this subsection (c) as this subsection (c) existed before the effective date of this amendatory Act of the 93rd General Assembly remains null and void and shall not otherwise be reinstated in any successor agreement unless the educational employer and exclusive representative otherwise agree to include an agreement reached on a subject or matter described in subsection (a) of this Section as subsection (a) existed before this amendatory Act of the 93rd General Assembly. (Source: P.A. 97-7, eff. 6-13-11; 97-8, eff. 6-13-11.) |

|  |
| --- |
| (115 ILCS 5/5) (from Ch. 48, par. 1705)     Sec. 5. Illinois Educational Labor Relations Board.      (a) There is hereby created the Illinois Educational Labor Relations Board.     (a-5) Until July 1, 2003 or when all of the new members to be initially appointed under this amendatory Act of the 93rd General Assembly have been appointed by the Governor, whichever occurs later, the Illinois Educational Labor Relations Board shall consist of 7 members, no more than 4 of whom may be of the same political party, who are residents of Illinois appointed by the Governor with the advice and consent of the Senate.     The term of each appointed member of the Board who is in office on June 30, 2003 shall terminate at the close of business on that date or when all of the new members to be initially appointed under this amendatory Act of the 93rd General Assembly have been appointed by the Governor, whichever occurs later.      (b) Beginning on July 1, 2003 or when all of the new members to be initially appointed under this amendatory Act of the 93rd General Assembly have been appointed by the Governor, whichever occurs later, the Illinois Educational Labor Relations Board shall consist of 5 members appointed by the Governor with the advice and consent of the Senate. No more than 3 members may be of the same political party.      The Governor shall appoint to the Board only persons who are residents of Illinois and have had a minimum of 5 years of experience directly related to labor and employment relations in representing educational employers or educational employees in collective bargaining matters. One appointed member shall be designated at the time of his or her appointment to serve as chairman.      Of the initial members appointed pursuant to this amendatory Act of the 93rd General Assembly, 2 shall be designated at the time of appointment to serve a term of 6 years, 2 shall be designated at the time of appointment to serve a term of 4 years, and the other shall be designated at the time of his or her appointment to serve a term of 4 years, with each to serve until his or her successor is appointed and qualified.       Each subsequent member shall be appointed in like manner for a term of 6 years and until his or her successor is appointed and qualified. Each member of the Board is eligible for reappointment. Vacancies shall be filled in the same manner as original appointments for the balance of the unexpired term.      (c) The chairman shall be paid $50,000 per year, or an amount set by the Compensation Review Board, whichever is greater. Other members of the Board shall each be paid $45,000 per year, or an amount set by the Compensation Review Board, whichever is greater. They shall be entitled to reimbursement for necessary traveling and other official expenditures necessitated by their official duties.      Each member shall devote his entire time to the duties of the office, and shall hold no other office or position of profit, nor engage in any other business, employment or vocation.      (d) Three members of the Board constitute a quorum and a vacancy on the Board does not impair the right of the remaining members to exercise all of the powers of the Board.      (e) Any member of the Board may be removed by the Governor, upon notice, for neglect of duty or malfeasance in office, but for no other cause.      (f) The Board may appoint or employ an executive director, attorneys, hearing officers, and such other employees as it deems necessary to perform its functions, except that the Board shall employ a minimum of 8 attorneys and 5 investigators. The Board shall prescribe the duties and qualifications of such persons appointed and, subject to the annual appropriation, fix their compensation and provide for reimbursement of actual and necessary expenses incurred in the performance of their duties.     (g) The Board may promulgate rules and regulations which allow parties in proceedings before the Board to be represented by counsel or any other person knowledgeable in the matters under consideration.      (h) To accomplish the objectives and to carry out the duties prescribed by this Act, the Board may subpoena witnesses, subpoena the production of books, papers, records and documents which may be needed as evidence on any matter under inquiry and may administer oaths and affirmations.      In cases of neglect or refusal to obey a subpoena issued to any person, the circuit court in the county in which the investigation or the public hearing is taking place, upon application by the Board, may issue an order requiring such person to appear before the Board or any member or agent of the Board to produce evidence or give testimony. A failure to obey such order may be punished by the court as in civil contempt.      Any subpoena, notice of hearing, or other process or notice of the Board issued under the provisions of this Act may be served personally, by registered mail or by leaving a copy at the principal office of the respondent required to be served. A return, made and verified by the individual making such service and setting forth the manner of such service, is proof of service. A post office receipt, when registered mail is used, is proof of service. All process of any court to which application may be made under the provisions of this Act may be served in the county where the persons required to be served reside or may be found.      (i) The Board shall adopt, promulgate, amend, or rescind rules and regulations in accordance with the Illinois Administrative Procedure Act as it deems necessary and feasible to carry out this Act.      (j) The Board at the end of every State fiscal year shall make a report in writing to the Governor and the General Assembly, stating in detail the work it has done in hearing and deciding cases and otherwise. (Source: P.A. 96-813, eff. 10-30-09.) |

|  |
| --- |
| (115 ILCS 5/6) (from Ch. 48, par. 1706)     Sec. 6. Illinois Educational Labor Mediation Roster. The Board shall establish an Illinois Educational Labor Mediation Roster, the services of which are available to the educational employer and to labor organizations for purposes of arbitration of grievances and mediation or arbitration of contract disputes. The members of the roster shall be qualified impartial individuals who are not employees of the Board. (Source: P.A. 83-1014.) |

|  |
| --- |
| (115 ILCS 5/7) (from Ch. 48, par. 1707)     Sec. 7. Recognition of exclusive bargaining representatives - unit determination. The Board is empowered to administer the recognition of bargaining representatives of employees of public school districts, including employees of districts which have entered into joint agreements, or employees of public community college districts, or any State college or university, and any State agency whose major function is providing educational services, making certain that each bargaining unit contains employees with an identifiable community of interest and that no unit includes both professional employees and nonprofessional employees unless a majority of employees in each group vote for inclusion in the unit.      (a) In determining the appropriateness of a unit, the Board shall decide in each case, in order to ensure employees the fullest freedom in exercising the rights guaranteed by this Act, the unit appropriate for the purpose of collective bargaining, based upon but not limited to such factors as historical pattern of recognition, community of interest, including employee skills and functions, degree of functional integration, interchangeability and contact among employees, common supervision, wages, hours and other working conditions of the employees involved, and the desires of the employees. Nothing in this Act, except as herein provided, shall interfere with or negate the current representation rights or patterns and practices of employee organizations which have historically represented employees for the purposes of collective bargaining, including but not limited to the negotiations of wages, hours and working conditions, resolutions of employees' grievances, or resolution of jurisdictional disputes, or the establishment and maintenance of prevailing wage rates, unless a majority of the employees so represented expresses a contrary desire under the procedures set forth in this Act. This Section, however, does not prohibit multi-unit bargaining. Notwithstanding the above factors, where the majority of public employees of a craft so decide, the Board shall designate such craft as a unit appropriate for the purposes of collective bargaining.      The sole appropriate bargaining unit for tenured and tenure-track academic faculty at each campus of the University of Illinois shall be a unit that is comprised of non-supervisory academic faculty employed more than half-time and that includes all tenured and tenure-track faculty of that University campus employed by the board of trustees in all of the campus's undergraduate, graduate, and professional schools and degree and non-degree programs (with the exception of the college of medicine, the college of pharmacy, the college of dentistry, the college of law, and the college of veterinary medicine, each of which shall have its own separate unit), regardless of current or historical representation rights or patterns or the application of any other factors. Any decision, rule, or regulation promulgated by the Board to the contrary shall be null and void.      (b) An educational employer shall voluntarily recognize a labor organization for collective bargaining purposes if that organization appears to represent a majority of employees in the unit. The employer shall post notice of its intent to so recognize for a period of at least 20 school days on bulletin boards or other places used or reserved for employee notices. Thereafter, the employer, if satisfied as to the majority status of the employee organization, shall send written notification of such recognition to the Board for certification. Any dispute regarding the majority status of a labor organization shall be resolved by the Board which shall make the determination of majority status.      Within the 20 day notice period, however, any other interested employee organization may petition the Board to seek recognition as the exclusive representative of the unit in the manner specified by rules and regulations prescribed by the Board, if such interested employee organization has been designated by at least 15% of the employees in an appropriate bargaining unit which includes all or some of the employees in the unit intended to be recognized by the employer. In such event, the Board shall proceed with the petition in the same manner as provided in paragraph (c) of this Section.      (c) A labor organization may also gain recognition as the exclusive representative by an election of the employees in the unit. Petitions requesting an election may be filed with the Board:          (1) by an employee or group of employees or any labor |
| |  |  | | --- | --- | |  | organizations acting on their behalf alleging and presenting evidence that 30% or more of the employees in a bargaining unit wish to be represented for collective bargaining or that the labor organization which has been acting as the exclusive bargaining representative is no longer representative of a majority of the employees in the unit; or | |
| (2) by an employer alleging that one or more labor |
| |  |  | | --- | --- | |  | organizations have presented a claim to be recognized as an exclusive bargaining representative of a majority of the employees in an appropriate unit and that it doubts the majority status of any of the organizations or that it doubts the majority status of an exclusive bargaining representative. | |
| The Board shall investigate the petition and if it has reasonable cause to suspect that a question of representation exists, it shall give notice and conduct a hearing. If it finds upon the record of the hearing that a question of representation exists, it shall direct an election, which shall be held no later than 90 days after the date the petition was filed. Nothing prohibits the waiving of hearings by the parties and the conduct of consent elections.      (c-5) The Board shall designate an exclusive representative for purposes of collective bargaining when the representative demonstrates a showing of majority interest by employees in the unit. If the parties to a dispute are without agreement on the means to ascertain the choice, if any, of employee organization as their representative, the Board shall ascertain the employees' choice of employee organization, on the basis of dues deduction authorization or other evidence, or, if necessary, by conducting an election. All evidence submitted by an employee organization to the Board to ascertain an employee's choice of an employee organization is confidential and shall not be submitted to the employer for review. The Board shall ascertain the employee's choice of employee organization within 120 days after the filing of the majority interest petition; however, the Board may extend time by an additional 60 days, upon its own motion or upon the motion of a party to the proceeding. If either party provides to the Board, before the designation of a representative, clear and convincing evidence that the dues deduction authorizations, and other evidence upon which the Board would otherwise rely to ascertain the employees' choice of representative, are fraudulent or were obtained through coercion, the Board shall promptly thereafter conduct an election. The Board shall also investigate and consider a party's allegations that the dues deduction authorizations and other evidence submitted in support of a designation of representative without an election were subsequently changed, altered, withdrawn, or withheld as a result of employer fraud, coercion, or any other unfair labor practice by the employer. If the Board determines that a labor organization would have had a majority interest but for an employer's fraud, coercion, or unfair labor practice, it shall designate the labor organization as an exclusive representative without conducting an election. If a hearing is necessary to resolve any issues of representation under this Section, the Board shall conclude its hearing process and issue a certification of the entire appropriate unit not later than 120 days after the date the petition was filed. The 120-day period may be extended one or more times by the agreement of all parties to a hearing to a date certain.      (c-6) A labor organization or an employer may file a unit clarification petition seeking to clarify an existing bargaining unit. The Board shall conclude its investigation, including any hearing process deemed necessary, and issue a certification of clarified unit or dismiss the petition not later than 120 days after the date the petition was filed. The 120-day period may be extended one or more times by the agreement of all parties to a hearing to a date certain.      (d) An order of the Board dismissing a representation petition, determining and certifying that a labor organization has been fairly and freely chosen by a majority of employees in an appropriate bargaining unit, determining and certifying that a labor organization has not been fairly and freely chosen by a majority of employees in the bargaining unit or certifying a labor organization as the exclusive representative of employees in an appropriate bargaining unit because of a determination by the Board that the labor organization is the historical bargaining representative of employees in the bargaining unit, is a final order. Any person aggrieved by any such order issued on or after the effective date of this amendatory Act of 1987 may apply for and obtain judicial review in accordance with provisions of the Administrative Review Law, as now or hereafter amended, except that such review shall be afforded directly in the Appellate Court of a judicial district in which the Board maintains an office. Any direct appeal to the Appellate Court shall be filed within 35 days from the date that a copy of the decision sought to be reviewed was served upon the party affected by the decision.      No election may be conducted in any bargaining unit during the term of a collective bargaining agreement covering such unit or subdivision thereof, except the Board may direct an election after the filing of a petition between January 15 and March 1 of the final year of a collective bargaining agreement. Nothing in this Section prohibits the negotiation of a collective bargaining agreement covering a period not exceeding 3 years. A collective bargaining agreement of less than 3 years may be extended up to 3 years by the parties if the extension is agreed to in writing before the filing of a petition under this Section. In such case, the final year of the extension is the final year of the collective bargaining agreement. No election may be conducted in a bargaining unit, or subdivision thereof, in which a valid election has been held within the preceding 12 month period. (Source: P.A. 95-331, eff. 8-21-07; 96-813, eff. 10-30-09.) |

|  |
| --- |
| (115 ILCS 5/8) (from Ch. 48, par. 1708)     Sec. 8. Election - certification. Elections shall be by secret ballot, and conducted in accordance with rules and regulations established by the Illinois Educational Labor Relations Board. An incumbent exclusive bargaining representative shall automatically be placed on any ballot with the petitioner's labor organization. An intervening labor organization may be placed on the ballot when supported by 15% or more of the employees in the bargaining unit. The Board shall give at least 30 days notice of the time and place of the election to the parties and, upon request, shall provide the parties with a list of names and addresses of persons eligible to vote in the election at least 15 days before the election. The ballot must include, as one of the alternatives, the choice of "no representative". No mail ballots are permitted except where a specific individual would otherwise be unable to cast a ballot.      The labor organization receiving a majority of the ballots cast shall be certified by the Board as the exclusive bargaining representative. If the choice of "no representative" receives a majority, the employer shall not recognize any exclusive bargaining representative for at least 12 months. If none of the choices on the ballot receives a majority, a run-off shall be conducted between the 2 choices receiving the largest number of valid votes cast in the election. The Board shall certify the results of the election within 6 working days after the final tally of votes unless a charge is filed by a party alleging that improper conduct occurred which affected the outcome of the election. The Board shall promptly investigate the allegations, and if it finds probable cause that improper conduct occurred and could have affected the outcome of the election, it shall set a hearing on the matter on a date falling within 2 weeks of when it received the charge. If it determines, after hearing, that the outcome of the election was affected by improper conduct, it shall order a new election and shall order corrective action which it considers necessary to insure the fairness of the new election. If it determines upon investigation or after hearing that the alleged improper conduct did not take place or that it did not affect the results of the election, it shall immediately certify the election results.      Any labor organization that is the exclusive bargaining representative in an appropriate unit on the effective date of this Act shall continue as such until a new one is selected under this Act. (Source: P.A. 92-206, eff. 1-1-02.) |

|  |
| --- |
| (115 ILCS 5/9) (from Ch. 48, par. 1709)     Sec. 9. Board Rules. The Board shall promulgate rules and regulations governing the appropriateness of bargaining units, representation elections, employee petitions for recognition and procedures for voluntary recognition of employee organizations by employers. (Source: P.A. 83-1014.) |

|  |
| --- |
| (115 ILCS 5/10) (from Ch. 48, par. 1710)     Sec. 10. Duty to bargain. (a) An educational employer and the exclusive representative have the authority and the duty to bargain collectively as set forth in this Section. Collective bargaining is the performance of the mutual obligations of the educational employer and the representative of the educational employees to meet at reasonable times and confer in good faith with respect to wages, hours and other terms and conditions of employment, and to execute a written contract incorporating any agreement reached by such obligation, provided such obligation does not compel either party to agree to a proposal or require the making of a concession.      (b) The parties to the collective bargaining process shall not effect or implement a provision in a collective bargaining agreement if the implementation of that provision would be in violation of, or inconsistent with, or in conflict with any statute or statutes enacted by the General Assembly of Illinois. The parties to the collective bargaining process may effect or implement a provision in a collective bargaining agreement if the implementation of that provision has the effect of supplementing any provision in any statute or statutes enacted by the General Assembly of Illinois pertaining to wages, hours or other conditions of employment; provided however, no provision in a collective bargaining agreement may be effected or implemented if such provision has the effect of negating, abrogating, replacing, reducing, diminishing, or limiting in any way any employee rights, guarantees or privileges pertaining to wages, hours or other conditions of employment provided in such statutes. Any provision in a collective bargaining agreement which has the effect of negating, abrogating, replacing, reducing, diminishing or limiting in any way any employee rights, guarantees or privileges provided in an Illinois statute or statutes shall be void and unenforceable, but shall not affect the validity, enforceability and implementation of other permissible provisions of the collective bargaining agreement.      (c) The collective bargaining agreement negotiated between representatives of the educational employees and the educational employer shall contain a grievance resolution procedure which shall apply to all employees in the unit and shall provide for binding arbitration of disputes concerning the administration or interpretation of the agreement. The agreement shall also contain appropriate language prohibiting strikes for the duration of the agreement. The costs of such arbitration shall be borne equally by the educational employer and the employee organization.      (d) Once an agreement is reached between representatives of the educational employees and the educational employer and is ratified by both parties, the agreement shall be reduced to writing and signed by the parties. (Source: P.A. 84-832.) |

|  |
| --- |
| (115 ILCS 5/10.5)     (This Section was added by P.A. 98-599, which has been held unconstitutional)     Sec. 10.5. Duty to bargain regarding pension amendments.      (a) Notwithstanding any provision of this Act, employers shall not be required to bargain over matters affected by the changes, the impact of changes, and the implementation of changes made to Article 14, 15, or 16 of the Illinois Pension Code, or Article 1 of that Code as it applies to those Articles, made by this amendatory Act of the 98th General Assembly, or over any other provision of Article 14, 15, or 16 of the Illinois Pension Code, or of Article 1 of that Code as it applies to those Articles, which are prohibited subjects of bargaining; nor shall the changes, the impact of changes, or the implementation of changes made to Article 14, 15, or 16 of the Illinois Pension Code, or to Article 1 of that Code as it applies to those Articles, by this amendatory Act of the 98th General Assembly or any other provision of Article 14, 15, or 16 of the Illinois Pension Code, or of Article 1 of that Code as it applies to those Articles, be subject to interest arbitration or any award issued pursuant to interest arbitration. The provisions of this Section shall not apply to an employment contract or collective bargaining agreement that is in effect on the effective date of this amendatory Act of the 98th General Assembly. However, any such contract or agreement that is subsequently modified, amended, or renewed shall be subject to the provisions of this Section. The provisions of this Section shall also not apply to the ability of an employer and employee representative to bargain collectively with regard to the pick up of employee contributions pursuant to Section 14-133.1, 15-157.1, or 16-152.1 of the Illinois Pension Code.      (b) Nothing in this Section, however, shall be construed as otherwise limiting any of the obligations and requirements applicable to each employer under any of the provisions of this Act, including, but not limited to, the requirement to bargain collectively with regard to policy matters directly affecting wages, hours and terms and conditions of employment as well as the impact thereon upon request by employee representatives, except for the matters deemed prohibited subjects of bargaining under subsection (a) of this Section. Nothing in this Section shall further be construed as otherwise limiting any of the rights of employees or employee representatives under the provisions of this Act, except for matters deemed prohibited subjects of bargaining under subsection (a) of this Section.      (c) In case of any conflict between this Section and any other provisions of this Act or any other law, the provisions of this Section shall control. (Source: P.A. 98-599, eff. 6-1-14.) |

|  |
| --- |
| (115 ILCS 5/11) (from Ch. 48, par. 1711)      Sec. 11. Non-member fair share payments. When a collective bargaining agreement is entered into with an exclusive representative, it may include a provision requiring employees covered by the agreement who are not members of the organization to pay to the organization a fair share fee for services rendered. The exclusive representative shall certify to the employer an amount not to exceed the dues uniformly required of members which shall constitute each non member employee's fair share fee. The fair share fee payment shall be deducted by the employer from the earnings of the non member employees and paid to the exclusive representative.      The amount certified by the exclusive representative shall not include any fees for contributions related to the election or support of any candidate for political office. Nothing in this Section shall preclude the non member employee from making voluntary political contributions in conjunction with his or her fair share payment.      If a collective bargaining agreement that includes a fair share 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 fair share clause until a new agreement that includes a fair share clause is reached. Failure to honor and abide by the fair share clause for the benefit of any exclusive representative as set forth in this paragraph shall be a violation of the duty to bargain and an unfair labor practice.      Agreements containing a fair share agreement must safeguard the right of non-association of employees based upon bonafide religious tenets or teaching of a church or religious body of which such employees are members. Such employees may be required to pay an amount equal to their proportionate share, determined under a proportionate share agreement, to a non-religious charitable organization mutually agreed upon by the employees affected and the exclusive representative to which such employees would otherwise pay such fee. If the affected employees and the exclusive representative are unable to reach an agreement on the matter, the Illinois Educational Labor Relations Board may establish an approved list of charitable organizations to which such payments may be made.      The Board shall by rule require that in cases where an employee files an objection to the amount of the fair share fee, the employer shall continue to deduct the employee's fair share fee from the employee's pay, but shall transmit the fee, or some portion thereof, to the Board for deposit in an escrow account maintained by the Board; provided, however, that if the exclusive representative maintains an escrow account for the purpose of holding fair share fees to which an employee has objected, the employer shall transmit the entire fair share fee to the exclusive representative, and the exclusive representative shall hold in escrow that portion of the fee 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 to be promulgated by the Board within 30 days of the effective date of this amendatory Act of 1989 or that the collective bargaining agreement requiring the payment of the fair share fee contains an indemnification provision for the purpose of indemnifying the employer with respect to the employer's transmission of fair share fees to the exclusive representative. (Source: P.A. 94-210, eff. 7-14-05.) |

|  |
| --- |
| (115 ILCS 5/11.1)     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. (Source: P.A. 101-620, eff. 12-20-19.) |

|  |
| --- |
| (115 ILCS 5/11.2)     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. (Source: P.A. 101-620, eff. 12-20-19.) |

|  |
| --- |
| (115 ILCS 5/12) (from Ch. 48, par. 1712)     Sec. 12. Impasse procedures.      (a) This subsection (a) applies only to collective bargaining between an educational employer that is not a public school district organized under Article 34 of the School Code and an exclusive representative of its employees. If the parties engaged in collective bargaining have not reached an agreement by 90 days before the scheduled start of the forthcoming school year, the parties shall notify the Illinois Educational Labor Relations Board concerning the status of negotiations. This notice shall include a statement on whether mediation has been used.      Upon demand of either party, collective bargaining between the employer and an exclusive bargaining representative must begin within 60 days of the date of certification of the representative by the Board, or in the case of an existing exclusive bargaining representative, within 60 days of the receipt by a party of a demand to bargain issued by the other party. Once commenced, collective bargaining must continue for at least a 60 day period, unless a contract is entered into.      Except as otherwise provided in subsection (b) of this Section, if after a reasonable period of negotiation and within 90 days of the scheduled start of the forth-coming school year, the parties engaged in collective bargaining have reached an impasse, either party may petition the Board to initiate mediation. Alternatively, the Board on its own motion may initiate mediation during this period. However, mediation shall be initiated by the Board at any time when jointly requested by the parties and the services of the mediators shall continuously be made available to the employer and to the exclusive bargaining representative for purposes of arbitration of grievances and mediation or arbitration of contract disputes. If requested by the parties, the mediator may perform fact-finding and in so doing conduct hearings and make written findings and recommendations for resolution of the dispute. Such mediation shall be provided by the Board and shall be held before qualified impartial individuals. Nothing prohibits the use of other individuals or organizations such as the Federal Mediation and Conciliation Service or the American Arbitration Association selected by both the exclusive bargaining representative and the employer.      If the parties engaged in collective bargaining fail to reach an agreement within 45 days of the scheduled start of the forthcoming school year and have not requested mediation, the Illinois Educational Labor Relations Board shall invoke mediation.      Whenever mediation is initiated or invoked under this subsection (a), the parties may stipulate to defer selection of a mediator in accordance with rules adopted by the Board.      (a-5) This subsection (a-5) applies only to collective bargaining between a public school district or a combination of public school districts, including, but not limited to, joint cooperatives, that is not organized under Article 34 of the School Code and an exclusive representative of its employees.          (1) Any time 15 days after mediation has commenced, |
| |  |  | | --- | --- | |  | either party may initiate the public posting process. The mediator may initiate the public posting process at any time 15 days after mediation has commenced during the mediation process. Initiation of the public posting process must be filed in writing with the Board, and copies must be submitted to the parties on the same day the initiation is filed with the Board. | |
| (2) Within 7 days after the initiation of the public |
| |  |  | | --- | --- | |  | posting process, each party shall submit to the mediator, the Board, and the other party in writing the most recent offer of the party, including a cost summary of the offer. Seven days after receipt of the parties' offers, the Board shall make public the offers and each party's cost summary dealing with those issues on which the parties have failed to reach agreement by immediately posting the offers on its Internet website, unless otherwise notified by the mediator or jointly by the parties that agreement has been reached. On the same day of publication by the Board, at a minimum, the school district shall distribute notice of the availability of the offers on the Board's Internet website to all news media that have filed an annual request for notices from the school district pursuant to Section 2.02 of the Open Meetings Act. The parties' offers shall remain on the Board's Internet website until the parties have reached and ratified an agreement. | |
| (a-10) This subsection (a-10) applies only to collective bargaining between a public school district organized under Article 34 of the School Code and an exclusive representative of its employees.          (1) For collective bargaining agreements between an |
| |  |  | | --- | --- | |  | educational employer to which this subsection (a-10) applies and an exclusive representative of its employees, if the parties fail to reach an agreement after a reasonable period of mediation, the dispute shall be submitted to fact-finding in accordance with this subsection (a-10). Either the educational employer or the exclusive representative may initiate fact-finding by submitting a written demand to the other party with a copy of the demand submitted simultaneously to the Board. | |
| (2) Within 3 days following a party's demand for |
| |  |  | | --- | --- | |  | fact-finding, each party shall appoint one member of the fact-finding panel, unless the parties agree to proceed without a tri-partite panel. Following these appointments, if any, the parties shall select a qualified impartial individual to serve as the fact-finder and chairperson of the fact-finding panel, if applicable. An individual shall be considered qualified to serve as the fact-finder and chairperson of the fact-finding panel, if applicable, if he or she was not the same individual who was appointed as the mediator and if he or she satisfies the following requirements: membership in good standing with the National Academy of Arbitrators, Federal Mediation and Conciliation Service, or American Arbitration Association for a minimum of 10 years; membership on the mediation roster for the Illinois Labor Relations Board or Illinois Educational Labor Relations Board; issuance of at least 5 interest arbitration awards arising under the Illinois Public Labor Relations Act; and participation in impasse resolution processes arising under private or public sector collective bargaining statutes in other states. If the parties are unable to agree on a fact-finder, the parties shall request a panel of fact-finders who satisfy the requirements set forth in this paragraph (2) from either the Federal Mediation and Conciliation Service or the American Arbitration Association and shall select a fact-finder from such panel in accordance with the procedures established by the organization providing the panel. | |
| (3) The fact-finder shall have the following duties |
| |  |  | | --- | --- | |  | and powers: | |
| (A) to require the parties to submit a statement |
| |  |  | | --- | --- | |  | of disputed issues and their positions regarding each issue either jointly or separately; | |
| (B) to identify disputed issues that are |
| |  |  | | --- | --- | |  | economic in nature; | |
| (C) to meet with the parties either separately |
| |  |  | | --- | --- | |  | or in executive sessions; | |
| (D) to conduct hearings and regulate the time, |
| |  |  | | --- | --- | |  | place, course, and manner of the hearings; | |
| (E) to request the Board to issue subpoenas |
| |  |  | | --- | --- | |  | requiring the attendance and testimony of witnesses or the production of evidence; | |
| (F) to administer oaths and affirmations;             (G) to examine witnesses and documents;             (H) to create a full and complete written record |
| |  |  | | --- | --- | |  | of the hearings; | |
| (I) to attempt mediation or remand a disputed |
| |  |  | | --- | --- | |  | issue to the parties for further collective bargaining; | |
| (J) to require the parties to submit final |
| |  |  | | --- | --- | |  | offers for each disputed issue either individually or as a package or as a combination of both; and | |
| (K) to employ any other measures deemed |
| |  |  | | --- | --- | |  | appropriate to resolve the impasse. | |
| (4) If the dispute is not settled within 75 days |
| |  |  | | --- | --- | |  | after the appointment of the fact-finding panel, the fact-finding panel shall issue a private report to the parties that contains advisory findings of fact and recommended terms of settlement for all disputed issues and that sets forth a rationale for each recommendation. The fact-finding panel, acting by a majority of its members, shall base its findings and recommendations upon the following criteria as applicable: | |
| (A) the lawful authority of the employer;             (B) the federal and State statutes or local |
| |  |  | | --- | --- | |  | ordinances and resolutions applicable to the employer; | |
| (C) prior collective bargaining agreements and |
| |  |  | | --- | --- | |  | the bargaining history between the parties; | |
| (D) stipulations of the parties;             (E) the interests and welfare of the public and |
| |  |  | | --- | --- | |  | the students and families served by the employer; | |
| (F) the employer's financial ability to fund the |
| |  |  | | --- | --- | |  | proposals based on existing available resources, provided that such ability is not predicated on an assumption that lines of credit or reserve funds are available or that the employer may or will receive or develop new sources of revenue or increase existing sources of revenue; | |
| (G) the impact of any economic adjustments on the |
| |  |  | | --- | --- | |  | employer's ability to pursue its educational mission; | |
| (H) the present and future general economic |
| |  |  | | --- | --- | |  | conditions in the locality and State; | |
| (I) a comparison of the wages, hours, and |
| |  |  | | --- | --- | |  | conditions of employment of the employees involved in the dispute with the wages, hours, and conditions of employment of employees performing similar services in public education in the 10 largest U.S. cities; | |
| (J) the average consumer prices in urban areas |
| |  |  | | --- | --- | |  | for goods and services, which is commonly known as the cost of living; | |
| (K) the overall compensation presently received |
| |  |  | | --- | --- | |  | by the employees involved in the dispute, including direct wage compensation; vacations, holidays, and other excused time; insurance and pensions; medical and hospitalization benefits; the continuity and stability of employment and all other benefits received; and how each party's proposed compensation structure supports the educational goals of the district; | |
| (L) changes in any of the circumstances listed in |
| |  |  | | --- | --- | |  | items (A) through (K) of this paragraph (4) during the fact-finding proceedings; | |
| (M) the effect that any term the parties are at |
| |  |  | | --- | --- | |  | impasse on has or may have on the overall educational environment, learning conditions, and working conditions with the school district; and | |
| (N) the effect that any term the parties are at |
| |  |  | | --- | --- | |  | impasse on has or may have in promoting the public policy of this State. | |
| (5) The fact-finding panel's recommended terms of |
| |  |  | | --- | --- | |  | settlement shall be deemed agreed upon by the parties as the final resolution of the disputed issues and incorporated into the collective bargaining agreement executed by the parties, unless either party tenders to the other party and the chairperson of the fact-finding panel a notice of rejection of the recommended terms of settlement with a rationale for the rejection, within 15 days after the date of issuance of the fact-finding panel's report. If either party submits a notice of rejection, the chairperson of the fact-finding panel shall publish the fact-finding panel's report and the notice of rejection for public information by delivering a copy to all newspapers of general circulation in the community with simultaneous written notice to the parties. | |
| (b) If, after a period of bargaining of at least 60 days, a dispute or impasse exists between an educational employer whose territorial boundaries are coterminous with those of a city having a population in excess of 500,000 and the exclusive bargaining representative over a subject or matter set forth in Section 4.5 of this Act, the parties shall submit the dispute or impasse to the dispute resolution procedure agreed to between the parties. The procedure shall provide for mediation of disputes by a rotating mediation panel and may, at the request of either party, include the issuance of advisory findings of fact and recommendations.      (c) The costs of fact finding and mediation shall be shared equally between the employer and the exclusive bargaining agent, provided that, for purposes of mediation under this Act, if either party requests the use of mediation services from the Federal Mediation and Conciliation Service, the other party shall either join in such request or bear the additional cost of mediation services from another source. All other costs and expenses of complying with this Section must be borne by the party incurring them.      (c-5) If an educational employer or exclusive bargaining representative refuses to participate in mediation or fact finding when required by this Section, the refusal shall be deemed a refusal to bargain in good faith.      (d) Nothing in this Act prevents an employer and an exclusive bargaining representative from mutually submitting to final and binding impartial arbitration unresolved issues concerning the terms of a new collective bargaining agreement. (Source: P.A. 97-7, eff. 6-13-11; 97-8, eff. 6-13-11; 98-513, eff. 1-1-14.) |

|  |
| --- |
| (115 ILCS 5/13) (from Ch. 48, par. 1713)     Sec. 13. Strikes.      (a) Notwithstanding the existence of any other provision in this Act or other law, educational employees employed in school districts organized under Article 34 of the School Code shall not engage in a strike at any time during the 18 month period that commences on the effective date of this amendatory Act of 1995. An educational employee employed in a school district organized under Article 34 of the School Code who participates in a strike in violation of this Section is subject to discipline by the employer. In addition, no educational employer organized under Article 34 of the School Code may pay or cause to be paid to an educational employee who participates in a strike in violation of this subsection any wages or other compensation for any period during which an educational employee participates in the strike, except for wages or compensation earned before participation in the strike. Notwithstanding the existence of any other provision in this Act or other law, during the 18-month period that strikes are prohibited under this subsection nothing in this subsection shall be construed to require an educational employer to submit to a binding dispute resolution process.      (b) Notwithstanding the existence of any other provision in this Act or any other law, educational employees other than those employed in a school district organized under Article 34 of the School Code and, after the expiration of the 18 month period that commences on the effective date of this amendatory Act of 1995, educational employees in a school district organized under Article 34 of the School Code shall not engage in a strike except under the following conditions:          (1) they are represented by an exclusive bargaining |
| |  |  | | --- | --- | |  | representative; | |
| (2) mediation has been used without success and, for |
| |  |  | | --- | --- | |  | educational employers and exclusive bargaining representatives to which subsection (a-5) of Section 12 of this Act applies, at least 14 days have elapsed after the Board has made public the parties' offers; | |
| (2.5) if fact-finding was invoked pursuant to |
| |  |  | | --- | --- | |  | subsection (a-10) of Section 12 of this Act, at least 30 days have elapsed after a fact-finding report has been released for public information; | |
| (2.10) for educational employees employed in a |
| |  |  | | --- | --- | |  | school district organized under Article 34 of the School Code, at least three-fourths of all bargaining unit employees who are members of the exclusive bargaining representative have affirmatively voted to authorize the strike; provided, however, that all members of the exclusive bargaining representative at the time of a strike authorization vote shall be eligible to vote; | |
| (3) at least 10 days have elapsed after a notice of |
| |  |  | | --- | --- | |  | intent to strike has been given by the exclusive bargaining representative to the educational employer, the regional superintendent and the Illinois Educational Labor Relations Board; | |
| (4) the collective bargaining agreement between the |
| |  |  | | --- | --- | |  | educational employer and educational employees, if any, has expired or been terminated; and | |
| (5) the employer and the exclusive bargaining |
| |  |  | | --- | --- | |  | representative have not mutually submitted the unresolved issues to arbitration. | |
| If, however, in the opinion of an employer the strike is or has become a clear and present danger to the health or safety of the public, the employer may initiate in the circuit court of the county in which such danger exists an action for relief which may include, but is not limited to, injunction. The court may grant appropriate relief upon the finding that such clear and present danger exists. An unfair practice or other evidence of lack of clean hands by the educational employer is a defense to such action. Except as provided for in this paragraph, the jurisdiction of the court under this Section is limited by the Labor Dispute Act. (Source: P.A. 97-7, eff. 6-13-11; 97-8, eff. 6-13-11; 98-513, eff. 1-1-14.) |

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

|  |
| --- |
| (115 ILCS 5/15) (from Ch. 48, par. 1715)     Sec. 15. Unfair labor practice procedure. A charge of unfair labor practice may be filed with the Board by an employer, an individual or a labor organization. If the Board after investigation finds that the charge states an issue of law or fact, it shall issue and cause to be served upon the party complained of a complaint which fully states the charges and thereupon hold a hearing on the charges, giving at least 5 days' notice to the parties. At hearing, the charging party may also present evidence in support of the charges and the party charged may file an answer to the charges, appear in person or by attorney, and present evidence in defense against the charges.      The Board has the power to issue subpoenas and administer oaths. If any party wilfully fails or neglects to appear or testify or to produce books, papers and records pursuant to subpoena issued by the Board, the Board shall apply to the circuit court for an order to compel the attendance of the party at the hearing to testify or produce requested documents.      If the Board finds that the party charged has committed an unfair labor practice, it shall make findings of fact and is empowered to issue an order requiring the party charged to stop the unfair practice, and may take additional affirmative action, including requiring the party to make reports from time to time showing the extent to which he or she has complied with the order. No order shall be issued upon an unfair practice occurring more than 6 months before the filing of the charge alleging the unfair labor practice. If the Board awards back pay, it shall also award interest at the rate of 7% per annum. If the Board finds that the party charged has not committed any unfair labor practice, findings of fact shall be made and an order issued dismissing the charges.      The Board may petition the circuit court of the county in which the unfair labor practice in question occurred or where the party charged with the unfair labor practice resides or transacts business to enforce an order and for other relief which may include, but is not limited to, injunctions. The Board's order may in its discretion also include an appropriate sanction, based on the Board's rules and regulations, and the sanction may include an order to pay the other party or parties' reasonable expenses including costs and reasonable attorney's fee, if the other party has made allegations or denials without reasonable cause and found to be untrue or has engaged in frivolous litigation for the purpose of delay or needless increase in the cost of litigation; the State of Illinois or any agency thereof shall be subject to the provisions of this sentence in the same manner as any other party. (Source: P.A. 86-412; 87-736.) |

|  |
| --- |
| (115 ILCS 5/16) (from Ch. 48, par. 1716)     Sec. 16. Judicial review.     (a) A charging party or any person aggrieved by a final order of the Board granting or denying in whole or in part the relief sought may apply for and obtain judicial review of an order of the Board entered under this Act in accordance with the provisions of the Administrative Review Law, as now or hereafter amended, except that such judicial review shall be taken directly to the Appellate Court of a judicial district in which the Board maintains an office. Any direct appeal to the Appellate Court shall be filed within 35 days from the date that a copy of the decision sought to be reviewed was served upon the party affected by the decision.      (b) Whenever it appears that any person has violated a final order of the Board issued under this Act, the Board may commence an action in the name of the people of the State of Illinois by petition, alleging the violation, attaching a copy of the order of the Board, and praying for the issuance of an order directing the person, his officers, agents, servants, successors, and assigns to comply with the order of the Board. Upon the commencement of the action, the Court may grant or refuse, in whole or in part, the relief sought, provided that the Court may stay an order of the Board in accordance with Section 3-111 of the Code of Civil Procedure pending disposition of the proceedings. The Court may punish a violation of its order as in civil contempt.      (c) The proceedings provided in subsection (b) of this Section shall be commenced in the Appellate Court of a judicial district in which the Board maintains an office.      (d) The Board may, upon issuance of an unfair labor practice complaint, petition the circuit court where the alleged unfair practice which is the subject of the Board's complaint was allegedly committed, or where a person required to cease and desist from such alleged unfair labor practice resides or transacts business, for appropriate temporary relief or a restraining order. Upon the filing of any such petition the court shall cause notice thereof to be served upon such person, and thereupon shall have jurisdiction to grant to the Board such temporary relief or restraining order as it deems just and proper.      (e) In any judicial review proceeding brought hereunder, the employee organization may sue or be sued as an entity and in behalf of the employees whom it represents. The service of legal process, summons, or subpoena upon an officer or agent of the employee organization in his or her capacity as such, shall constitute service upon said employee organization. (Source: P.A. 88-1.) |

|  |
| --- |
| (115 ILCS 5/17) (from Ch. 48, par. 1717)     (Text of Section WITH the changes made by P.A. 98-599, which has been held unconstitutional)     Sec. 17. Effect on other laws. Except as provided in Section 10.5, in case of any conflict between the provisions of this Act and any other law, executive order or administrative regulation, the provisions of this Act shall prevail and control. Except as provided in Section 10.5, nothing in this Act shall be construed to replace or diminish the rights of employees established by Section 36d of "An Act to create the State Universities Civil Service System", approved May 11, 1905, as amended or modified. (Source: P.A. 98-599, eff. 6-1-14.)       (Text of Section WITHOUT the changes made by P.A. 98-599, which has been held unconstitutional)     Sec. 17. Effect on other laws. In case of any conflict between the provisions of this Act and any other law, executive order or administrative regulation, the provisions of this Act shall prevail and control. Nothing in this Act shall be construed to replace or diminish the rights of employees established by Section 36d of "An Act to create the State Universities Civil Service System", approved May 11, 1905, as amended or modified. (Source: P.A. 83-1014.) |

|  |
| --- |
| (115 ILCS 5/17.1) (from Ch. 48, par. 1717.1)     Sec. 17.1. Precedents established by other labor boards. Unless contradicted by administrative precedent previously established by the Board, all final decisions in representation and unfair labor practice cases decided by the State or Local Panel of the Illinois Labor Relations Board or their predecessors, the Illinois State Labor Relations Board and the Illinois Local Labor Relations Board previously created under the Illinois Public Labor Relations Act, which have not been reversed by subsequent court rulings shall be considered, but need not be followed, by the Board. (Source: P.A. 91-798, eff. 7-9-00.) |

|  |
| --- |
| (115 ILCS 5/18) (from Ch. 48, par. 1718)     Sec. 18. Meetings. The provisions of the Open Meetings Act shall not apply to collective bargaining negotiations, including negotiating team strategy sessions, and grievance arbitrations conducted pursuant to this Act. (Source: P.A. 100-768, eff. 1-1-19.) |

|  |
| --- |
| (115 ILCS 5/19) (from Ch. 48, par. 1719)     Sec. 19. Sovereign Immunity. For purposes of this Act, the State of Illinois waives sovereign immunity. (Source: P.A. 83-1014.) |

|  |
| --- |
| (115 ILCS 5/20) (from Ch. 48, par. 1720)     Sec. 20. Short title. This Act shall be known and may be cited as the "Illinois Educational Labor Relations Act". (Source: P.A. 83-1014.) |

|  |
| --- |
| (115 ILCS 5/21) (from Ch. 48, par. 1721)     Sec. 21. Inapplicability of State Mandates Act. The General Assembly finds that this Act imposes additional duties on local educational employers which can be carried out by existing staff and procedures at no appreciable net cost increase. The increased additional annual net costs resulting from the enactment of this Act would be less than $50,000, in the aggregate, for all local educational employers affected by this Act, and reimbursements of local educational employers is not required of the State under The State Mandates Act, by reason of the exclusions specified in clauses (2) and (5) of subsection (a) of Section 8 of that Act. (Source: P.A. 83-1014.) |

[115 ILCS 5/  Illinois Educational Labor Relations Act. (ilga.gov)](https://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=1177&ChapterID=19)

See also:

[National Labor Relations Act | National Labor Relations Board (nlrb.gov)](https://www.nlrb.gov/guidance/key-reference-materials/national-labor-relations-act)