

SUBSTITUTE O R D I N A N C E

WHEREAS, the City of Chicago ("City") is a home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to regulate for the protection of the public health, safety, and welfare; and

WHEREAS, the City intends to ensure the uninterrupted provision of essential health and social services to City residents and communities with the greatest need who rely or can become reliant on these services that are funded or administered by the City through the Chicago Department of Public Health ("DPH") and the Chicago Department of Family and Support Services ("DFSS") but are provided by private service providers ("Service Providers") with which the City contracts; and

WHEREAS, DPH administers health services and programs and has as its mission to work with communities and partners to create an equitable, safe, resilient, and healthy Chicago; and

WHEREAS, DFSS administers social services and programs and has the mission to connect City residents and families to resources that build stability, support their well-being, and empower them to thrive; and

WHEREAS, DPH and DFSS contract with Service Providers that provide access to health and social services essential to the wellbeing of the city's residents, such as physical, mental, and behavioral health services, maternal and infant health services, disease prevention and control services, children's services, youth services, senior services, homelessness services, domestic and gender-based violence services, workforce development services, services for returning residents; and

WHEREAS, the City has a financial and proprietary interest in contracts with Service Providers seeking to contract with the City through DPH and DFSS to undertake essential health and social services ("Essential Services"); and

WHEREAS, the City's investments in Essential Services represents significant City actions, and the City must make careful and efficient decisions to maximize benefits to City residents and minimize the risk of any gap in service for vulnerable residents and communities; and

WHEREAS, an interruption or the failure to provide such services results in an immediate and detrimental impact on the recipients of the services, their families and communities, as well as additional costs to the City; and

WHEREAS, in the event of a cessation or disruption of Essential Services, other Essential Services providers may struggle to absorb the overflow; and

WHEREAS, a strike or other labor dispute resulting in economic interference with a Service Provider that contracts with the City to provide Essential Services would impede the safe and efficient provision of these Services and harm residents and communities who rely on these Essential Services; and

WHEREAS, the Essential Services provided by the City support vulnerable populations including needy children, physically or mentally infirm individuals, and residents afflicted by addiction, who, in the event of a labor dispute or other disruption, lack resources to find alternative services; and

WHEREAS, the City, whether as the grantor or administrator of funds or both, has the right to place conditions on the delivery of services it contracts for, as may be necessary for the safe, efficient, and economically responsible administration of Essential Services; and

WHEREAS, the City has determined that its Service Providers must agree to commit to entering into agreements with labor organizations representing or seeking to represent their employees, to which, at a minimum, prohibit the labor organizations and their members from engaging in work stoppages, boycotts, or other means of dispute resolution that interfere with the provision of Essential Services funded by the taxpayers or otherwise impede the Service Provider's ability to deliver contracted-for services; and

WHEREAS, the inclusion of such a labor peace commitment by DPH and DFSS as a component of the contracting process for provision of Essential Service shall ensure that the City's interest is limited to the direct provision of services to City residents and communities under contracts with the City; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. Chapter 2-50 of the Municipal Code of Chicago is hereby amended by adding a new Section 2-50-045, as follows:

2-50-045 Essential service contracts.

(a) *Definitions.* For purposes of this section, the following definitions shall apply: "Commissioner" means the Commissioner of Family and Support Services, or the Commissioner's designee.

"Contract" means an agreement entered into between the City, through the Department of Family and Support Services, and a Contractor to perform Essential Services.

"Contractor" means a person, as defined by Section 1-4-090(e), contracting directly with the City through the Department of Family and Support Services to perform Essential Services, where the Contractor has 20 or more employees. "Contractor" does not include hospitals licensed pursuant to the Illinois Hospital Licensing Act, 210 ILCS 85, or any hospital affiliate as defined by the Illinois Hospital Licensing Act, 210 ILCS 85/10.8(b), or any hospital licensed pursuant to the University of Illinois Hospital Act, 110 ILCS 330.

"Employee" means those employees directly performing Essential Services under a Contract. The term "Employee" excludes employees who work for the Contractor, but do not provide Essential Services under the Contract, management or supervisory or other employees who do not enjoy a right to engage in strikes, work stoppages, or other concerted activities.

"Essential Services" means health and social services.

"Labor Peace Agreement" means an agreement between a Contractor and a labor organization that:

(i) prohibits the labor organization and its members from engaging in work stoppages, boycotts, or any other activity that may interfere or hinder the performance of a Contract for the duration of the Contract; and

(ii) contains a means of resolving disputes between the Contractor and the labor organization.

(b) *Terms of Contracts.*

(1) The Commissioner, in the interest of preventing a disruption of Essential Services and protecting the City's financial and proprietary interest in the provision of such Essential Services, shall ensure that all Contracts that are entered into after the effective date of this section shall require:

(A) written notice be provided by the Contractor to the Commissioner administering the Contract, or the Commissioner's designee, within 72 hours of when the Contractor:

(i) becomes aware of any threatened, imminent, or actual strike, work stoppage, or other concerted activity that may interfere or hinder the work performed by Employees;

(ii) is informed that Employees seek to be represented by a labor organization, join a labor organization, or otherwise elect to self-organize for the purpose of engaging in concerted activity;

(iii) receives a notice or announcement from a labor organization that it represents or seeks to represent the Employees; or

(iv) enters into a Labor Peace Agreement, Collective Bargaining Agreement, or the expiration or breach of any such agreement.

(B) that the Contractor shall not prohibit, retaliate, or otherwise coerce Employees with respect to rights guaranteed by the First Amendment of the United States Constitution or any other rights afforded by federal or state laws.

(2) Within 90 days of subsection (b)(1)(A)(ii) or subsection (b)(1)(A)(iii) occurring, that the Contractor enter into a Labor Peace Agreement with the labor organization.

(c) The provisions of subsection (b) shall be material terms of any Contract entered into by the City, the breach of which by a Contractor shall be grounds to terminate or decline to renew the Contract.

(d) A Contractor is in compliance with this Section 2-50-045 if (1) the Contractor remains in compliance with subsection (b), or (2) the Contractor and the Employees have a collective bargaining agreement with a labor organization, or (3) no labor organization represents or seeks to represent the Employees.

(e) The Commissioner is authorized to administer and enforce this section and to promulgate any rules, jointly with the Commissioner of Public Health, necessary or useful to implement this section.

(f) *Non-interference.* This section shall not be construed to require a Contractor, through mediation, arbitration, or otherwise, to change terms and conditions of employment for its Employees, recognize a labor organization as the bargaining representative for its Employees, adopt any particular recognition process, or enter into a collective bargaining agreement with a labor organization.

(g) This section shall not be construed to require the City or a Contractor to violate any term or condition of a grant from any federal, state or other source.

SECTION 2. Chapter 2-112 of the Municipal Code of Chicago is hereby amended by adding a new Section 2-112-205, as follows:

2-112-205 Essential service contracts.

(a) *Definitions.* For purposes of this section, the following definitions shall apply:

"Commissioner" means the Commissioner of Public Health, or the Commissioner's designee.

"Contract" means an agreement entered into between the City, through the Department of Public Health, and a Contractor to perform Essential Services.

"Contractor" means a person, as defined by Section 1-4-090(e), contracting directly with the City through the Department of Public Health to perform Essential Services, where the Contractor has 20 or more employees. "Contractor" does not include hospitals licensed pursuant to the Illinois Hospital Licensing Act, 210 ILCS 85, or any hospital affiliate as defined by the Illinois Hospital Licensing Act, 210 ILCS 85/10.8(b), or any hospital licensed pursuant to the University of Illinois Hospital Act, 110 ILCS 330.

"Employee" means those employees directly performing Essential Services under a Contract. The term "Employee" excludes employees who work for the Contractor, but do not provide Essential Services under the Contract, management or supervisory or other employees who do not enjoy a right to engage in strikes, work stoppages, or other concerted activities.

"Essential Services" means health and social services.

"Labor Peace Agreement" means an agreement between a Contractor and a labor organization that

(i) prohibits the labor organization and its members from engaging in work stoppages, boycotts, or any other activity that may interfere or hinder the performance of a Contract for the duration of the Contract; and

(ii) contains a means of resolving disputes between the Contractor and the labor organization.

(b) *Terms of Contracts.*

(1) The Commissioner, in the interest of preventing a disruption of Essential Services and protecting the City's financial and proprietary interest in the provision of such Essential Services, shall ensure that all Contracts that are entered into after the effective date of this section shall require:

(A) written notice be provided by the Contractor to the Commissioner administering the Contract, or the Commissioner's designee, within 72 hours of when the Contractor:

(i) becomes aware of any threatened, imminent, or actual strike, work stoppage, or other concerted activity that may interfere or hinder the work performed by Employees;

(ii) is informed that Employees seek to be represented by a labor organization, join a labor organization, or otherwise elect to self-organize for the purpose of engaging in concerted activity;

(iii) receives a notice or announcement from a labor organization that it represents or seeks to represent the Employees; or

(iv) enters into a Labor Peace Agreement, Collective Bargaining Agreement, or the expiration or breach of any such agreement.

(B) that the Contractor shall not prohibit, retaliate, or otherwise coerce Employees with respect to rights guaranteed by the First Amendment of the United States Constitution or any other rights afforded by federal or state laws.

(2) Within 90 days of subsection (b)(1)(A)(ii) or subsection (b)(1)(A)(iii) occurring, that the Contractor enter into a Labor Peace Agreement with the labor organization.

(c) The provisions of subsection (b) shall be material terms of any Contract entered into by the City, the breach of which by a Contractor shall be grounds to terminate or decline to renew the Contract.

(d) A Contractor is in compliance with this Section 2-50-205 if (1) the Contractor remains in compliance with subsection (b), or (2) the Contractor and the Employees have a collective bargaining agreement with a labor organization, or (3) no labor organization represents or seeks to represent the Employees.

(e) The Commissioner is authorized to administer and enforce this section and to promulgate any rules, jointly with the Commissioner of Family and Support Services, necessary or useful to implement this section.

(f) *Non-interference.* This section shall not be construed to require a Contractor, through mediation, arbitration, or otherwise, to change terms and conditions of employment for its Employees, recognize a labor organization as the bargaining representative for its Employees, adopt any particular recognition process, or enter into a collective bargaining agreement with a labor organization.

(g) This section shall not be construed to require the City or a Contractor to violate any term or condition of a grant from any federal, state or other source.

SECTION 3. Should any part of this ordinance be declared to be invalid or unenforceable or should the enforcement of or compliance with any part of this ordinance be suspended, restrained, or barred, by the final judgment of a court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect.

SECTION 4. The ordinance passed March 15, 2023, with clerk's reference number SO2019-9497, and printed on pages 61601 through 61607 of the Journal of the Proceedings of the City Council of the City of Chicago, Illinois, is repealed in its entirety.

SECTION 5. This ordinance shall be in full force and effect upon passage and publication.

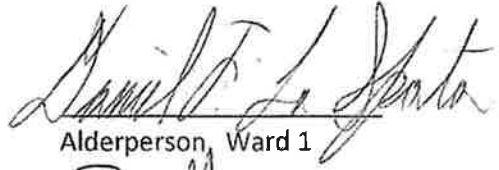


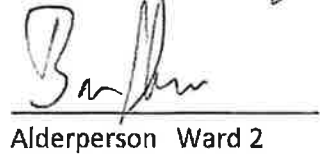
Gilbert Villegas
Alderman, 36th Ward

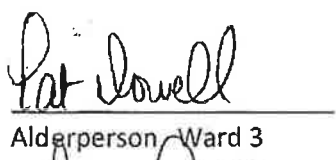


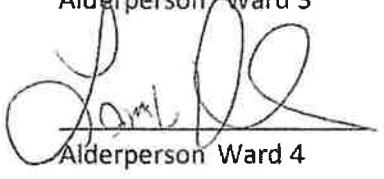
Rossana Rodriguez Sanchez
Alderman, 33rd Ward

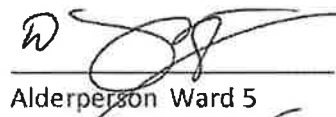
The following legislation is being introduced by Alderperson Villegas regarding R2024-0007274 and will be co-sponsored by the following.

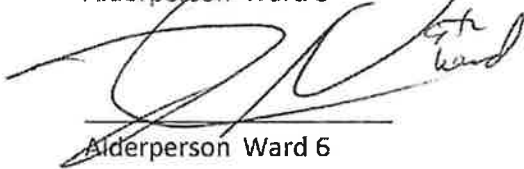

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Alderperson Ward 2

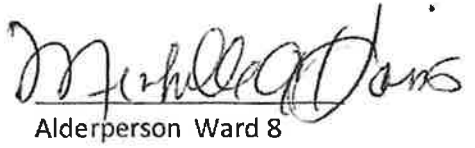

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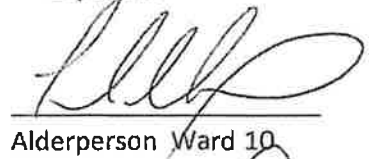

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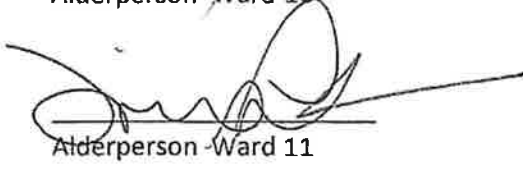

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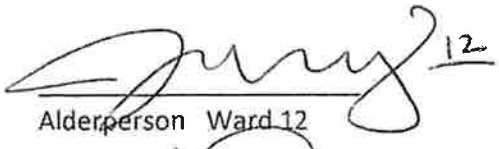
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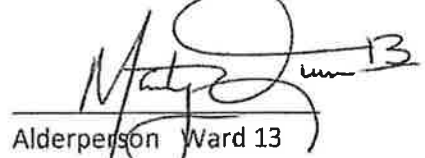

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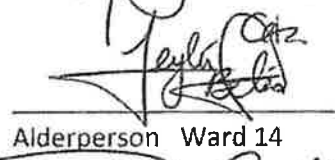
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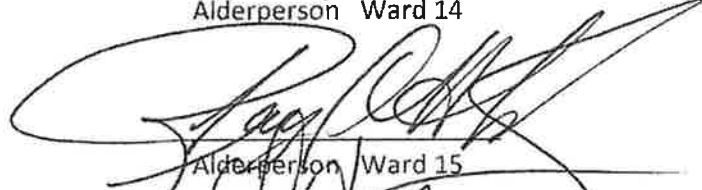

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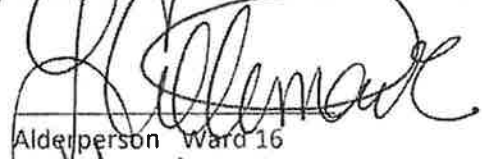

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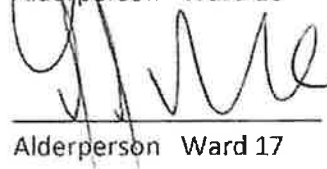

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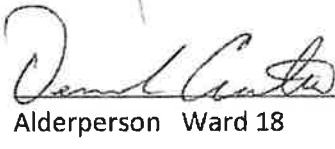

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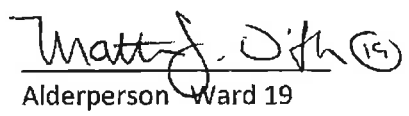

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Alderperson Ward 15

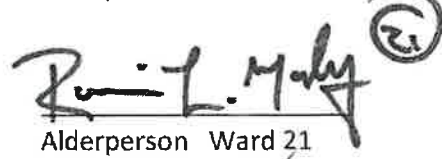

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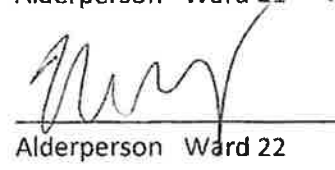

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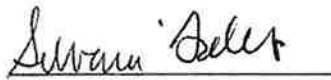

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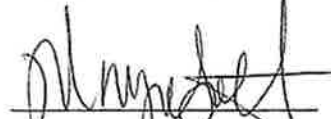
Alderperson Ward 20



Alderperson Ward 21


Alderperson Ward 22


The following legislation is being introduced by Alderperson Villegas regarding R2024-0007274 and will be co-sponsored by the following.


Alderperson Ward 23

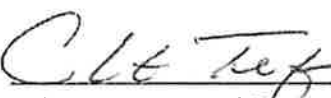

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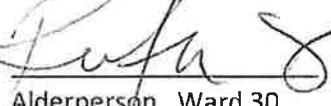

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Alderperson Ward 26

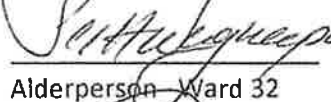

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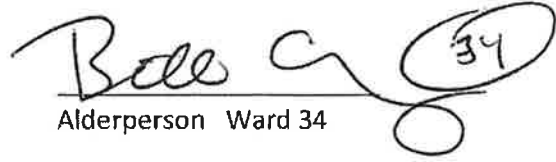

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Alderperson Ward 31



Alderperson Ward 32



Alderperson Ward 33



Alderperson Ward 34


Alderperson Ward 35

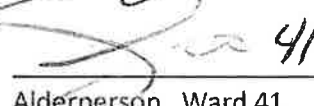

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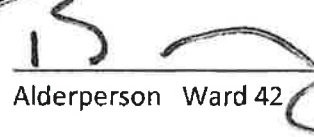

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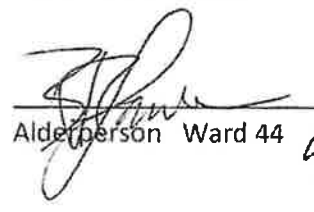

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Alderperson Ward 40


Alderperson Ward 41

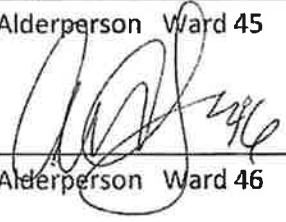

Alderperson Ward 42

Alderperson Ward 43


Alderperson Ward 44

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Alderperson Ward 45



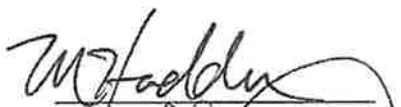
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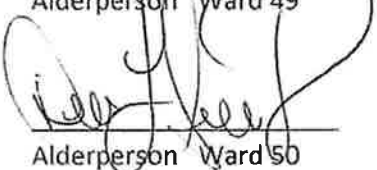
Alderperson Ward 47



Alderperson Ward 48



Alderperson Ward 49



Alderperson Ward 50

Mayor Johnson

Clerk Valencia