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**ORDINANCE**

**WHEREAS**, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois authorized to exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, As a home rule unit of government, the City has the general right to 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**, Beginning on August 31, 2022, with virtually no notice, the City began to receive buses sent by the State of Texas, transporting individuals and families from Central and South America seeking asylum in the United States; and

**WHEREAS**, Since August 31, 2022, more than 23,000 individuals and families seeking asylum have arrived in Chicago from Texas with little to no notice – a number that continues to grow daily; and

**WHEREAS**, In recognition of the humanitarian crisis and impacts on not only the new arrivals, but also to the City and its residents, Governor JB Pritzker has issued monthly disaster proclamations since September 2022, in addition to the local state of emergency declared pursuant to Exctuve Order No. 2023-2; and

**WHEREAS**, Pursuant to its home rule authority and the State and City disaster proclamations, the City has determined that the provision of services to the new arrivals is necessary for the proper functioning of the City as healthy, safe, cohesive, and economically sustained, at the expense of the City and taxpayers, including by contracting with Contractors (as defined below) for the development of short-, intermediate-, and longer-term shelters and other temporary emergency housing; and

**WHEREAS**, The City's investments in providing shelter to new arrivals represent significant City actions, and the City must make careful and efficient decisions to maximize benefits to both the new arrivals and City residents; and

**WHEREAS**, A strike or other labor dispute resulting in economic interference with a Project (as defined below) would be extremely costly to the City and burden taxpayers with additional costs and would impede the City's ability to provide safe haven to the new arrivals, including families with young children and pregnant women, who lack resources to find alternative shelter from the famously brutal Chicago winter in the event a labor dispute or other disruption delays a Project; and

**WHEREAS**, The City must ensure the provision of shelters, including by requiring Project Labor Agreements (as defined below) as a condition of each Contract (as defined below), to ensure the safe, efficient, and economically responsible development of the Projects; and

**WHEREAS**, In recognition of the City's financial and proprietary interests in the Contracts, the City has determined that it is necessary to require Contractors to ensure that strikes or other labor disputes do not hinder the uninterrupted delivery of the Projects arranged and funded by the City by entering into Project Labor Agreements 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 Projects funded by the taxpayers or otherwise impede the Contractors' ability to deliver the Projects; now, therefore

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

**SECTION 1.** The above recitals are incorporated herein and made a part hereof.

**SECTION 2. Definitions.** For the purposes of this ordinance, the following terms shall have the following meanings:

"Contract" means any contract, purchase order, or agreement (other than a lease of real property) for the construction or development of any Project, awarded by any officer or agency of the City other than the City Council, and whose cost is to be paid from funds belonging to or administered by the City.

"Contractor" means any entity contracting directly with the City to perform demolition, remediation, construction, or other site work on any Project.

"Project" means demolition, remediation, construction, or other site work on any property owned by or otherwise under the control of the City that is to be used to provide shelter for recently arrived migrants.

"Project Labor Agreement" means an agreement between the Contractor and the applicable local building trades council which must, at a minimum:

- (a) Set forth effective, immediate, and mutually binding procedures for resolving jurisdictional labor disputes and grievances arising before the completion of work;
- (b) Contain guarantees against strikes, lockouts, or similar actions;
- (c) Ensure a reliable source of skilled and experienced labor;
- (d) Set forth goals for apprenticeship hours to be performed by minorities and women and set forth goals for total hours to be performed by underrepresented minorities and women;
- (e) Bind all contractors and subcontractors on the Project; and
- (f) Include such other terms as the parties deem appropriate.

**SECTION 3.** Notwithstanding any provision of the Municipal Code of Chicago to the contrary, each Contract shall include a binding provision requiring the Contractor to be a party to a Project Labor Agreement as a condition of being awarded the Contract. Each Contractor shall cause their respective subcontractors to comply with the Project Labor Agreement to the fullest extent legally permissible without violating other requirements applicable to the Project, including, without limitation, the requirements of Chapter 2-92 of the Municipal Code of Chicago, the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Labor Standards Deposit Agreement.

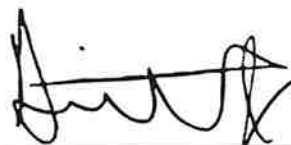
**SECTION 4.** Each Contract shall contain the following minimum terms, which shall be material terms of the Contract, the breach of which on the part of a Contractor shall be grounds for termination:

(1) A provision requiring the Contractor and any subcontractors to comply with this ordinance as a condition of the Contract; and

(2) A provision mandating written notice be provided immediately by the Contractor to the City department administering the Contract: (i) in the event of any threatened, imminent or actual strike, work stoppage or other concerted activity that may interfere or hinder the Project; (ii) 30 days prior to the expiration of the Project Labor Agreement; or (iii) as soon as practicable, not to exceed three business days, following the termination or breach of the Project Labor Agreement by any party.

**SECTION 5.** Each City department administering a Contract that has been awarded to a Contractor prior to the effective date of this ordinance shall encourage such Contractor to voluntarily comply with this ordinance by submitting evidence of such voluntary compliance within 30 days after the effective date of this ordinance. Any amendment or extension of a Contract awarded prior to the effective date of this ordinance shall comply with the requirements of this ordinance.

**SECTION 6.** This ordinance shall take effect upon passage and approval.



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GILBERT VILLEGAS  
Alderman, 36th Ward