



City of Chicago



SO2021-2058

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Meeting Date: 5/26/2021

Sponsor(s): Villegas (36)
Sadlowski Garza (10)

Type: Ordinance

Title: Amendment of form of Certified Service Provider License Agreement adopted by City Council on September 6, 2017

Committee(s) Assignment: Committee on Workforce Development

SUBSTITUTE
ORDINANCE

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

SECTION 1. The ordinance creating the Certified Service Provider License Agreement (“Ordinance”), passed September 6, 2017, and published on pages 55629 through 55660 of the Journal of Proceedings of the City Council for that date, is hereby amended by adding to Exhibit A to the Ordinance the language underscored, and by deleting from Exhibit A to the Ordinance the language struck through, as follows:

Exhibit “A”.

Certified Service Provider License Agreement.

(Omitted text is unaffected by this ordinance)

Section 2.11. Base Wages for Employees of Licensee.

2.11.1. Definitions. For the purposes of this License, the following definitions will apply to this ARTICLE 1:

“**Employee**” means a person employed by Licensee, or its subcontractor or sublicensee, and who is performing Services under this License ~~at the Airport~~ and who is paid an hourly rate for his or her work by Licensee, or its subcontractor or sublicensee. For purposes of this License, the term “Employee” does not include persons subject to subsection 4(a)(2), subsection 4(a)(3), or Section 6 of the Minimum Wage Law.

“**Gratuities**” ~~has the meaning ascribed to that term in the Minimum Wage Law.~~

“**Minimum Wage Law**” means the Illinois Minimum Wage Law, 820 ILCS 105/1, *et seq.*, in force on the effective date of this License and as thereafter amended.

2.11.2. Base Wages. Except as provided in subsections 2.11.3 and ~~2.11.4~~ herein, Licensee shall: (i) pay its Employees no less than ~~\$13.45~~ \$15.00 per hour for work performed under the License; and (ii) require any subcontractors or sublicensees to pay their Employees no less than ~~\$13.45~~ \$15.00 per hour for work performed under the License. Beginning on July 1, 2018 2022, this hourly wage shall increase to \$17.00 per hour. Beginning on March 1, 2023, this hourly wage shall increase to \$18.00 per hour. Beginning on July 1, 2024, and every July 1 thereafter, this hourly wage shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor. Any hourly wage increase pursuant to this subsection 2.11.2 shall be rounded up to the nearest multiple of \$0.05. Such increase shall remain in effect until any subsequent adjustment is made.

~~2.11.3. Licensee shall: (i) pay its Employees who are engaged in occupations in which Gratuities have customarily and usually constituted part of the remuneration no less than the minimum hourly wage set by the Minimum Wage Law for workers who receive Gratuities, plus an additional \$1.00 per hour; and (ii) require all subcontractors and sublicensees to pay their Employees who are engaged in occupations in which Gratuities have customarily and usually~~

~~constituted part of the remuneration no less than the minimum hourly wage set by the Minimum Wage Law for workers who receive Gratuities, plus an additional \$1.00 per hour. Beginning on July 1, 2018, and every July 1 thereafter, this hourly wage shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor. Any hourly wage increase pursuant to this subsection 2.11.3 shall be rounded up to the nearest multiple of \$0.05. Such increase shall remain in effect until any subsequent adjustment is made. If Licensee, or its subcontractors and sublicensees, pays an Employee the wage described in this subsection 2.11.3, Licensee shall, and shall ensure its subcontractors and sublicensees shall, transmit to the City, in a manner provided by the City, substantial evidence establishing both the amount that the Employee received as Gratuities during the relevant pay period or periods, and the fact that the Employee did not return any part of those Gratuities to Licensee, subcontractor, or sublicensee. If Licensee is required by the Minimum Wage Law to provide substantially similar data to the Illinois Department of Labor, the City may allow compliance with this requirement by filing the same documentation with the City. The City shall utilize this data to ensure that each Employee receives, in combined salary and Gratuities, at least the base hourly wage required under subsection 2.11.2 herein.~~

2.11.4. 2.11.3. Nothing in this Section 2.11 shall be deemed to interfere with, impede, or in any way diminish the right of Licensee's Employees to bargain collectively with Licensee through representatives of their own choosing in order to establish wages or other conditions of work in excess of the applicable minimum standards of the provisions of this Section 2.11.2. The requirements of this Section 2.11.2 may be waived in a bona fide collective bargaining agreement, but only if the waiver is set forth explicitly in such agreement in clear and unambiguous terms.

2.11.4. Local Recruitment Commitment. Licensee agrees that when hiring new Employees, Licensee will exercise its best efforts to recruit Employees from socio-economically disadvantaged areas within the City of Chicago, as identified on the Map of Socio-Economically Disadvantaged Areas issued by the Department of Procurement Services and as updated from time to time. Licensee shall prepare a best efforts memorandum that outlines the means by which Licensee shall exercise its best efforts in future recruitment efforts in accordance with this Section 2.11.4, which Licensee shall submit to the City within sixty (60) days of execution of this License.

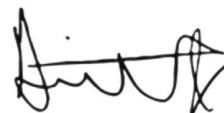
2.11.5. In addition to any other penalty authorized by law, this License shall be terminable by the City if any of the provisions of this ARTICLE 1 are violated by Licensee.

(Omitted text is unaffected by this ordinance)

SECTION 2. This ordinance shall be in full force and effect following due passage and publication.



Susan Sadlowski Garza
Alderwoman, 10th Ward



Gilbert Villegas
Alderman, 36th Ward