# City of Chicago

O2017-3289

## Office of the City Clerk

## Document Tracking Sheet

**Meeting Date:** 4/19/2017

**Sponsor(s):**
Sawyer (6)
Sadlowski Garza (10)
Moore (49)
Foulkes (16)
Cardenas (12)
Arena (45)
Cappleman (46)
Maldonado (26)
Pawar (47)
Munoz (22)
Hairston (5)
Mell (33)
Moreno (1)
Napolitano (41)
Taliaferro (29)
King (4)
Ramirez-Rosa (35)
Mitts (37)
Waguespack (32)
Villegas (36)
Sposato (38)
Santiago (31)
Reilly (42)
Cochran (20)
Osterman (48)
Moore (17)
Ervin (28)
Scott, Jr. (24)
Dowell (3)
Curtis (18)
Quinn (13)
Brookins (21)
Burnett (27)
Mitchell (7)
O'Shea (19)
Lopez (15)
Silverstein (50)

**Type:** Ordinance

**Title:** Amendment of Municipal Code Chapter 10-36 by adding new Section 10-36-215 concerning labor peace agreement requirements for ground handling service providers at

Chicago airports

**Committee(s) Assignment:** Committee on Workforce Development and Audit

COMMITTEE ON WORKFORCE DEVELOPMT
~~Aviation Committee~~
APRIL 19, 2016 ~~January 25, 2017~~
City Council Meeting

**ORDINANCE**

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

**SECTION 1.** Chapter 10-36-190 et seq. of the Municipal Code of Chicago is hereby amended by inserting Section 10-36-215, as follows:

(a) *Definitions.* As used in this section:

"Airport" means Chicago O'Hare International Airport or Midway International Airport.

"City" means the City of Chicago.

"BOMA" means the Building Owners Managers Association of Chicago.

"Ground handling services" shall include, but are not limited to: fueling services; loading and unloading of passengers, baggage and freight; passenger services; assisting in processing of passengers and crew; furnishing and operating ground transportation and equipment in support of aircraft operations; aircraft cleaning and lavatory services; deicing of aircraft and equipment; aircraft maintenance services; security services for aircraft, ramp, gate and terminal facilities and operations; and cleaning services of ramp and gate areas.

"Ground handling service contracts" means any contract, subcontract, lease or license, to operate at any airport, any entity through which ground handling services, as defined below, are provided. It further means any contract, subcontract, lease or license, pursuant to which contract the City is entitled to receive, in the form of rents, royalties or any other income, compensation generated by such entity or by any subcontract, sublease, management agreement or other transfer or assignment of any right, title or interest received from the City pursuant to any of the

foregoing contracts, leases or licenses. Ground handling contracts shall include any contract, subcontract, lease or license with the City through an air-carrier.

"Employee" means a person employed by a ground handling service provider on a full time or part time basis.

"Entity" means a sole proprietorship, partnership, corporation, joint venture, franchise or other business organization of any kind.

"Labor peace agreement" means a written agreement between a ground service provider and a labor organization(s) seeking to represent the entity's employees, to which 29 U.S.C. Section 185(a) applies, as that section has been interpreted by the United States Supreme Court, which contains a provision prohibiting the labor organization and its members from engaging in any picketing, work stoppage, boycott or other economic interference with the operations of the entity or with any subcontractor or sub-licensee of the entity, for the commencement, duration, extension or renewal of the contract(s) with the City absent violation of the labor peace agreement on the part of any given entity.

(b) *Ground handling service contractual requirements.* As a condition to entering into any ground handling services contract with the City, the service provider shall either (1) be a party to a collective bargaining agreement(s) with any labor organization representing, or seeking to represent, the employees who staff the entity's operations, which labor agreement shall prohibit the union and its members, and all employees covered by the agreement, from engaging in strikes, picketing, work stoppages, boycotts or other economic interference with the business of such operations for the duration of the contract(s); or (2) enter into and comply with a Labor Peace Agreement with any labor organization representing, or seeking to represent the employees who staff the entity's operations.

(c) *Ground handling service contracts through air-carriers.* All air carriers operating at the airports shall require that any service contractor it retains to provide Ground Handling Services, as defined above, shall either (1) be a party to a collective bargaining agreement(s) with any

labor organization representing, or seeking to represent, the employees who staff the entity's operations, which labor agreement shall prohibit the union and its members, and all employees covered by the agreement, from engaging in strikes, picketing, work stoppages, boycotts or other economic interference with the business of such operations for the duration of the contract(s); or (2) enter into and comply with a Labor Peace Agreement with any labor organization representing, or seeking to represent the employees who staff the entity's operations.

(d) *Additional requirements.* Any Ground Handling Service provider shall require that any service contractor it retains to provide Ground Handling Services, at the airports shall agree to the payment of wages that are no less, and health and welfare and fringe benefits, and working conditions are no less favorable, than those prevailing in the locality, as set forth by the Building Owners Managers Association of Chicago.

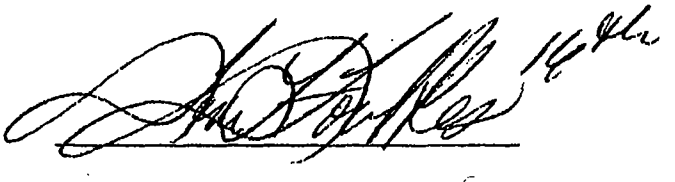
(e) *Enforcement – regulations.* The commissioner of aviation is authorized to administer and enforce this section, and to promulgate rules and regulations necessary to implement the requirements of this section.

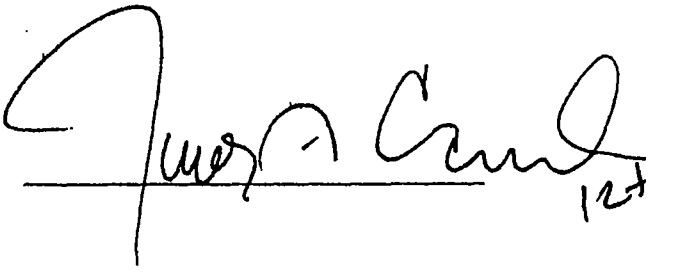
**SECTION 2.** This ordinance shall take full force and effect on April 1, 2017.

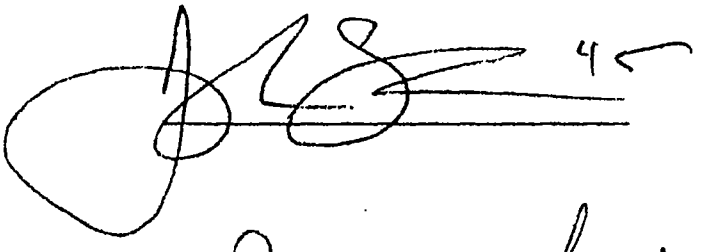
Roderick Sawyer
Alderman, 6th Ward

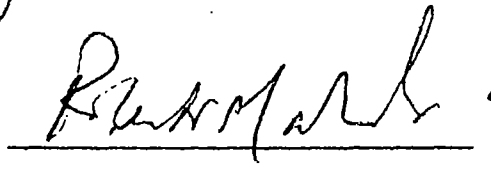
Susan Sadlowski-Garza
Alderwoman, 10th Ward

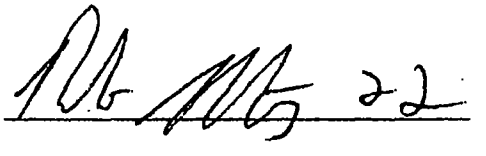
Michael Zalewski
Alderman, 23rd Ward

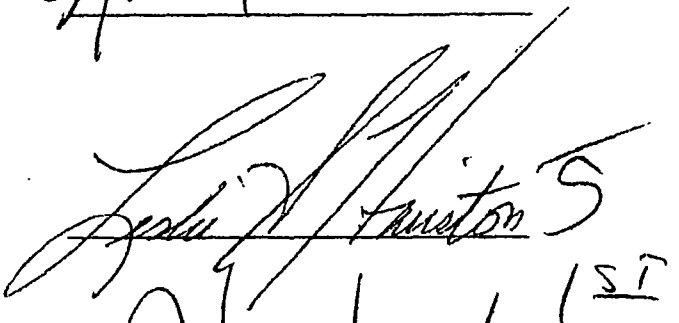


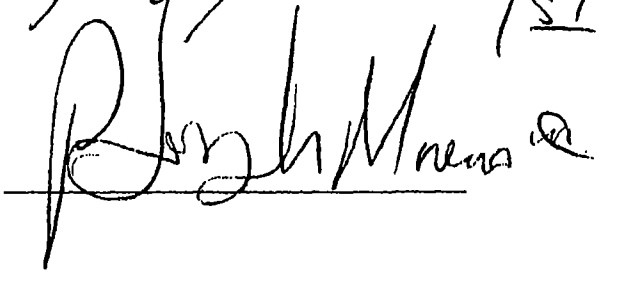


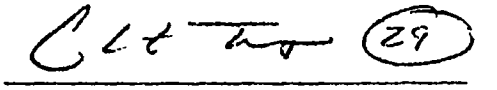


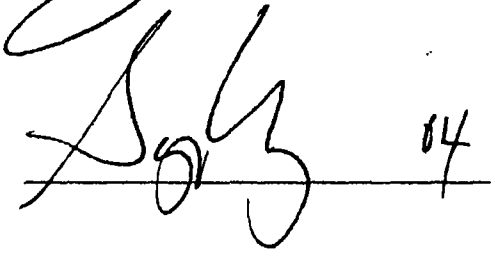


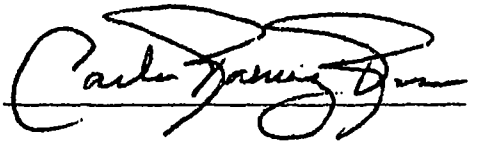












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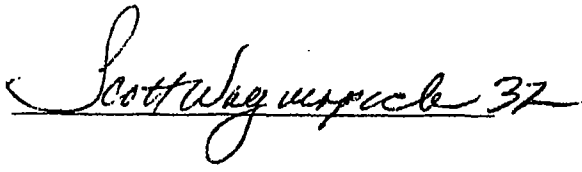
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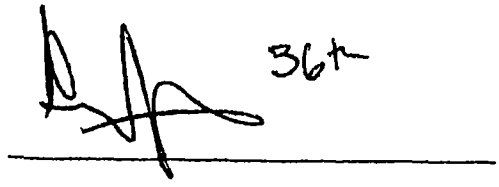
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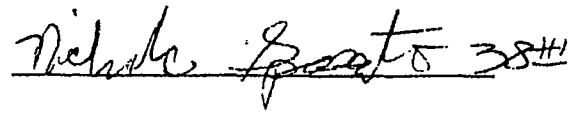
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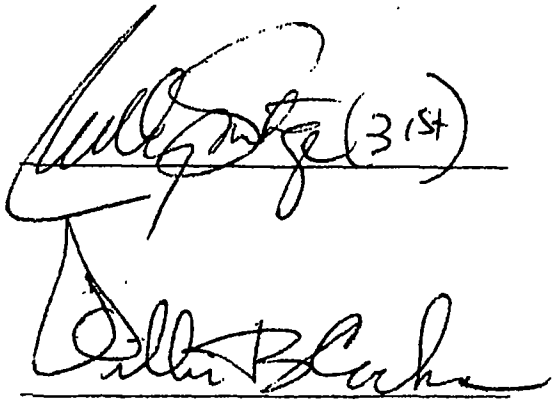
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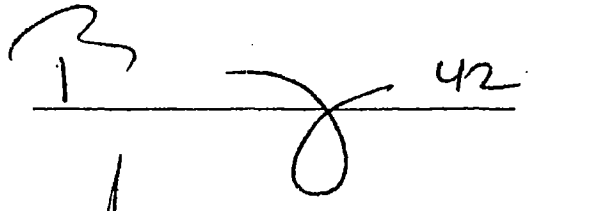
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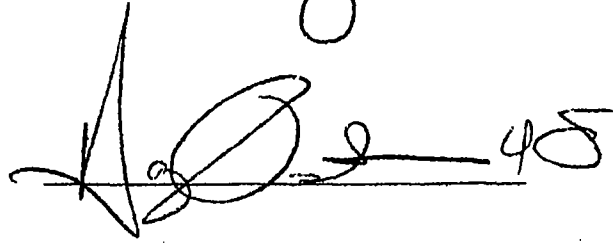
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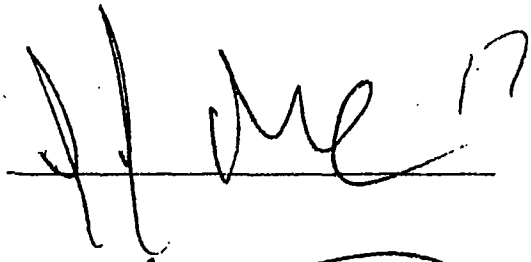
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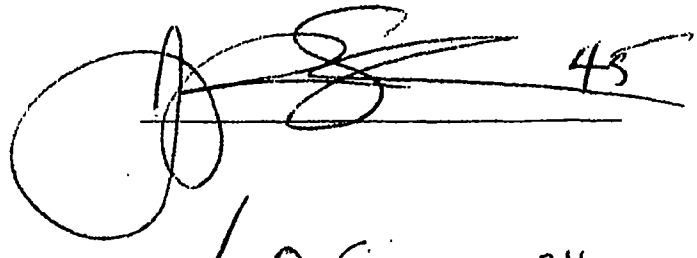
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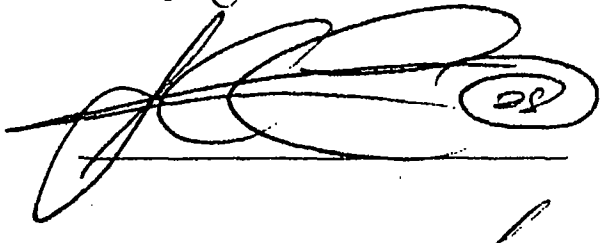
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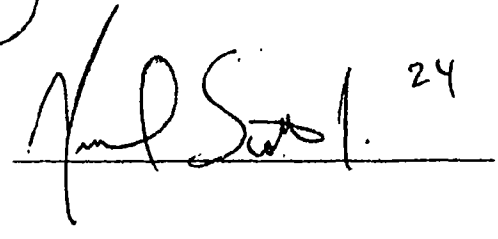
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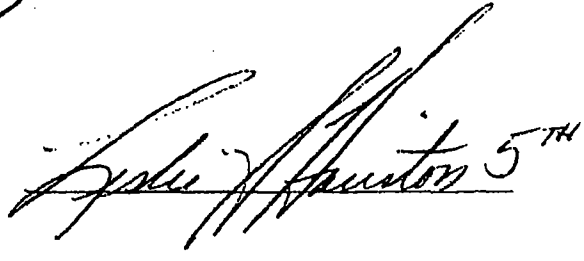
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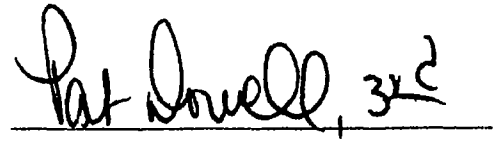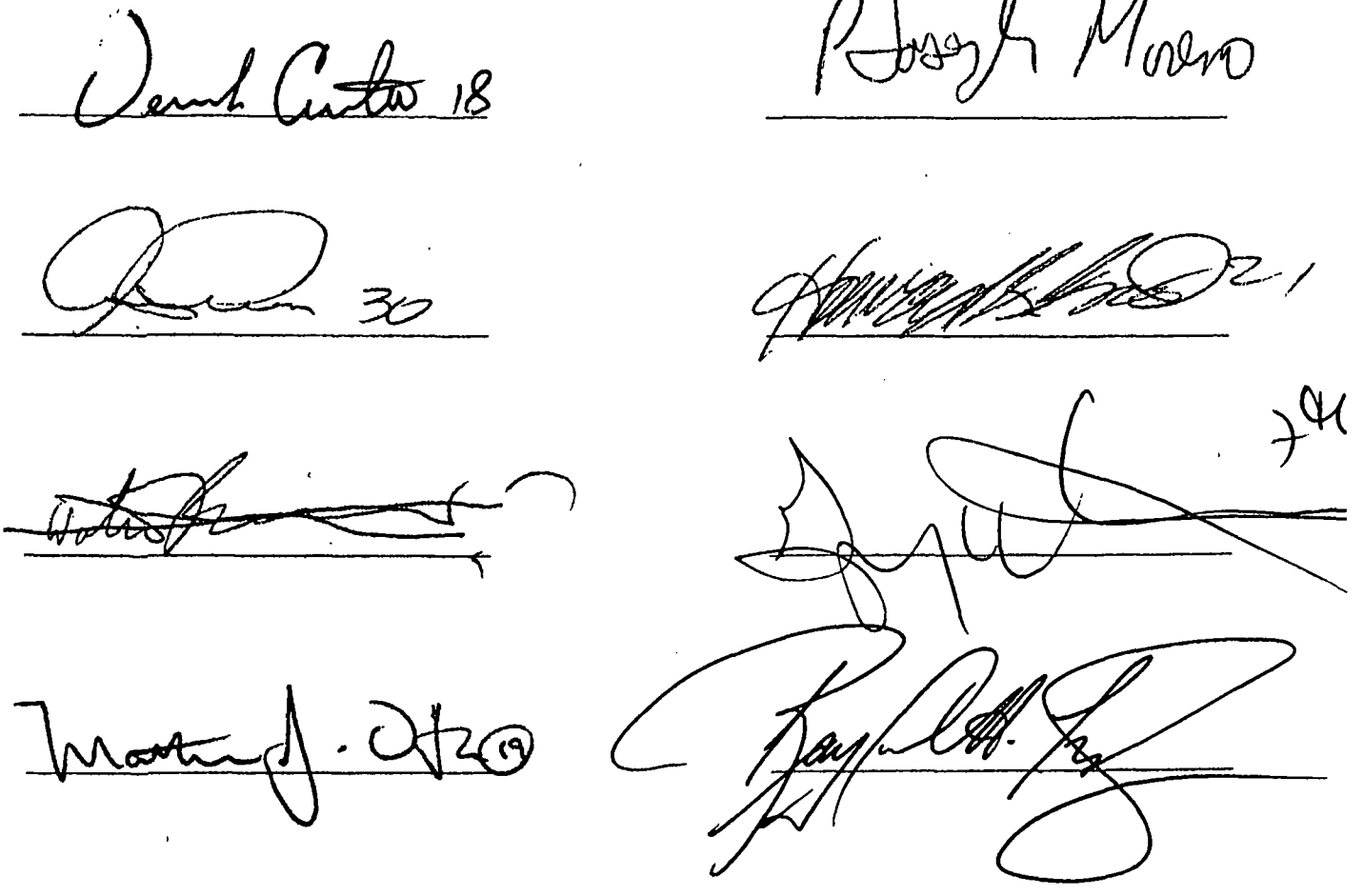
Pat Dowell, 3rd