

**21-O-25**

**AN ORDINANCE**

**Amending Title 3 of the Evanston City Code to Add Chapter 35,  
“Workers’ Retention Ordinance”**

**WHEREAS**, The City of Evanston acknowledges that all workers deserve the opportunity to work, job security, and stable and reliable employment; and

**WHEREAS**, when institutions employing large food service or hospitality contractors change to a successor contractor, workers are at an increased risk of losing their jobs, which in turn creates instability for not only employees but also their families and the broader Evanston community; and

**WHEREAS**, changes in contractors occur frequently in the food service and hospitality industries and may result in mass layoffs, displacing employees who are skilled and experienced; and

**WHEREAS**, ensuring that food service and hospitality workers have an opportunity to continue working after a change in contractors will prevent unnecessary disruptions to Evanston’s labor market and will maintain stability and a high level of service in these sectors; and

**WHEREAS**, worker retention ordinances are designed to improve job security when a food service or hospitality contractor is replaced by requiring that the new contractor retain the previous contractor’s workforce for a transitional period of time; and

**WHEREAS**, City Council has determined that it is in the best interests of the City to create a worker retention ordinance to protect the interests of employees in the City.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:**

**SECTION 1:** Title 3 “Business Regulations” of the Evanston City Code of 2012, as amended, is hereby further amended to add as follows:

**CHAPTER 35 - CITY OF EVANSTON WORKER RETENTION**

**3-35-1. PURPOSE AND INTENT.**

This Chapter shall be known and may be cited as the “City of Evanston Worker Retention Ordinance.” It is the purpose of this Chapter and the policy of the City to establish stability during the transitional periods when contractors employing large numbers of employees in Evanston for designated food service and hospitality services are replaced by new contractors, to protect the welfare of working families who work in Evanston, and provide a stable and knowledgeable workforce for contractors and the entities they serve, and thus maintain the provision of reliable services.

The ordinance should be interpreted and applied as defined in this Chapter.

**3-35-2. DEFINITIONS.**

<u>Contractor.</u>	<u>Includes a subcontractor and is an individual, company or other entity that employs Covered Employees and is performing or seeking to perform a Covered Service.</u>
<u>Covered Employee.</u>	<u>A person employed for 15 or more hours per week by a Contractor, except persons employed in an executive, administrative, or professional capacity as defined under § 13(a)(1) of the Fair Labor Standards Act (29 U.S.C. § 213(a)(1)).</u>
<u>Covered Service.</u>	<u>“Covered Service” means: (1) any on-site preparation, service and clean-up of food or beverages pursuant to a food service contract by any business providing catering or other food service in a hotel, restaurant, cafeteria, educational institution, apartment building, or similar establishment; (2) any on-site housekeeping, janitorial, maintenance and security service pursuant to a service contract by any</u>

	<u>business providing such services to an inn, hotel, facility or motel that provides rooms or lodging for guests and lodgers; and</u> <u>(3) Exclusions. "Covered Service" shall not include establishments identified in subsections (1) and/or (2) above that utilize services from contractors that in the aggregate employ less than 200 individuals in the City of Evanston.</u>
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**3-35-3. WORKER RETENTION.**

- (A) The present (former) Contractor within a period of 10 days after the awarding of a contract for a Covered Service to a new (successor) Contractor at the same site or sites shall make available to the successor Contractor awarded the contract, to the Covered Employees' collective bargaining representative, if any, and to the Evanston City Clerk upon request by the Clerk, a list containing: the names of all its Covered Employees employed at the site or sites covered by the awarded contract; the date each employee was hired; the employee's occupation classification; the employee's rate of pay, and the employee's health insurance and retirement benefits, including the Contractor's cost thereof.
- (B) At the same time that the former Contractor provides such list, it shall post the list in a notice to the Covered Employees that also sets forth the rights provided by this Chapter, in the same location and manner that other statutorily required notices to employees are posted at the affected premises. Such notice shall also be provided to the Covered Employees' collective bargaining representative, if any.
- (C) A successor Contractor that is awarded a contract for Covered Services upon commencing services under the contract shall retain, for a 90-day transition employment period, Covered Employees who have been employed for the preceding 30 days or longer by the former Contractor at the site or sites covered by the awarded contract.
- (D) If at any time, the successor Contractor determines that fewer employees are required to perform the awarded contract than were required by the former Contractor, the successor Contractor shall retain Covered Employees by classification and seniority, according to the date of hire by the former Contractor.
- (E) During the 90-day transition employment period, the successor Contractor shall maintain a preferential hiring list of eligible Covered Employees not retained by the successor Contractor from which the successor Contractor shall hire necessary additional Covered Employees. At the conclusion of the 90-day period, the successor Contractor shall notify in writing the Evanston City Clerk and the collective bargaining representative, if any, of the employment status of all individuals listed on the preferential hiring list.

- (F) Except as provided in subsection (D) of this section, the successor Contractor shall not discharge a Covered Employee retained pursuant to this Chapter during the 90-day transition period without cause.
- (G) At the end of the 90-day transition employment period, the successor Contractor shall perform a written performance evaluation for each Covered Employee retained pursuant to this Chapter. If the Covered Employee's performance during the 90-day transition employment period is satisfactory, the successor Contractor shall offer the employee continued employment under the terms and conditions established by the successor Contractor.

### **3-35-4. PRESERVATION OF WAGES & BENEFITS.**

A successor Contractor awarded a contract for Covered Services may not pay a Covered Employee for at least the first 90 days of employment an amount less than the total of wages and fringe benefits the Covered Employee last received from the former Contractor at the same site or sites covered by the awarded contract.

### **3-35-5. NON-INTERFERENCE.**

No person or entity shall interfere with or otherwise induce or cause a Contractor engaged in or reasonably expecting to be engaged to perform Covered Services to violate this Chapter.

### **3-35-6. ENFORCEMENT - RULES.**

The City of Evanston's Health and Human Services Department shall administer and enforce this Chapter and is authorized to adopt rules to effectuate that administration and enforcement in accordance with the administrative adjudication procedures set forth in Title 11.

### **3-35-7. VIOLATION—PENALTY.**

Any Contractor that violates this Chapter or any rule promulgated thereunder shall be subject to a fine of not less than three hundred dollars (\$300.00) nor more than five hundred dollars (\$500.00) for each initial offense. Each Covered Employee whose rights are affected shall constitute a separate and distinct offense to which a separate fine shall apply. Each day that a violation occurs shall constitute a separate and distinct offense to which a separate increased fine amount shall apply. The fine shall increase by fifty dollars (\$50.00) for each subsequent offense. Any agreement between the Covered Employee and employer that would violate this Chapter is no defense to an enforcement action.

### **3-35-8. PRIVATE CAUSE OF ACTION.**

- (A) A Covered Employee may initiate a civil action in a court of competent jurisdiction, asserting that they were subjected to a violation of this Chapter.

- (B) A collective bargaining representative for Covered Employees may also initiate a civil action in a court of competent jurisdiction on behalf of the Covered Employees, asserting that the Covered Employees for whom it serves as bargaining representative were subjected to a violation of this Chapter.
- (C) Any claim or action filed under this Chapter must be made within two (2) years of the alleged conduct resulting in the complaint.
- (D) A Covered Employee, or their collective bargaining representative, who prevails in a civil action pursuant to this Section shall be entitled to injunctive relief enforcing the terms of this Chapter and an award of compensation for any damages sustained, including for loss of wages and benefits for a failure to hire or otherwise unlawfully withheld, as a result of the violation, including litigation costs, expert witness fees, and reasonable attorney's fees.

### **3-35-9. NON-EXCLUSIVE REMEDY.**

The remedies, fines, and procedures provided under this Chapter are cumulative and are not intended to be exclusive of any other available remedies, penalties, and procedures established by law which may be pursued to address violations of this Chapter.

### **3-35-10. RETENTION OF RECORDS.**

Every Contractor covered by this Chapter shall maintain for at least two (2) years, or for the duration of any claim, civil action, or investigation pending pursuant to this Chapter, whichever is longer, a record of each Covered Employee's name, address, telephone number, date of hire, current classification, current pay rate, insurance and retirement benefits, and other records necessary to demonstrate compliance with this Chapter. Each Contractor shall provide each Covered Employee a copy of the records relating to such Covered Employee upon the Covered Employee's reasonable request.

### **3-35-11. APPLICATION TO COLLECTIVE BARGAINING AGREEMENTS.**

Nothing in this Chapter shall be deemed to interfere with, impede, or in any way diminish the right of employees to bargain collectively with their employers 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 Chapter. To the extent permitted by law, all or any portion of the applicable requirements of this Chapter may be waived in a bona fide collective bargaining agreement; provided that such waiver is explicitly set forth in such agreement in clear and unambiguous terms that the parties thereto intend to and do thereby waive all of or a specific portion(s) of this Chapter.

**SECTION 2:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 3:** If any provision of this Ordinance or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid application of this Ordinance is severable.

**SECTION 4:** This Ordinance shall be in full force and effect after its passage and approval.

**SECTION 5:** The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced: February 10, 2025

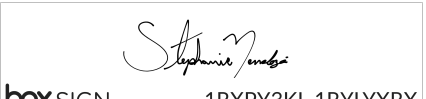
Approved:

Adopted: February 24, 2025

Feb 28, 2025, 2025

*Daniel Biss*  
box SIGN 4LR35Q59-1RYLYXRX

Daniel Biss, Mayor

Attest:   
box SIGN 1RXPY3KL-1RYLYXRX

Stephanie Mendoza, City Clerk

Approved as to form:  
*Alexandra B. Ruggie*  
box SIGN 1VWXZ88Z-1RYLYXRX

Alexandra B. Ruggie, Corporation Counsel