

Berwyn City Council

Regular Meeting
December 23, 2013

Agenda

The Mayor and City Council welcome you. Please note: comments are permitted only during Open Forum and only for items not already on the agenda. When called upon by the Mayor, kindly state your name and address for the record. Thank you for your participation.

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In accordance with the provisions of the Americans with disabilities Act, any individual in the need of a reasonable accommodation in order to participate in or benefit from attendance at a City of Berwyn public meeting should contact Clerk Thomas J. Pavlik at (708) 788-2660 as early in advance as possible.

1. A regular meeting of the Berwyn City Council was called to order by Mayor Lovero at 8 p.m. Upon the call of the roll, the following responded present: Alderman Chapman, Boyajian, Paul, Fejt, Avila and Laureto. A motion made by Avila, seconded by Laureto, to excuse Santoy and Polashek, was unanimously approved per a voice vote.
2. The Pledge of Allegiance was recited and a moment of silence was offered for Harriet Kotonski, mother-in-law of Building Department Inspector Ron Stricklin; Richard Gelsomino, father-in-law of Police Detective Sandro Scardamaglia; and Elsa Paolucci, mother of former Police Division Commander Claudio Paolucci; as well as all the men and women protecting our safety on the streets of Berwyn.
3. Open Forum: Alderman Chapman encouraged everyone to attend the festivities at Deck the Depot on December 14.
4. Minutes from the November 26, 2013 regular Council and the Committee of the Whole meetings were submitted for approval. Thereafter, a motion by Avila, seconded by Boyajian, to accept as submitted, was unanimously approved per a voice vote.
5. Mayor Lovero recognized Berwyn Development Corporation Executive Director Anthony Griffin who presented and reviewed a Lease Agreement regarding the property at 6550 W. Ogden and recommended Council approval. Thereafter, a motion by Boyajian, seconded by Chapman, to concur as submitted, and authorize the corporate authorities to affix their signatures thereto, was approved per a roll call vote, 6-0-2 Yea: Chapman, Boyajian, Paul, Fejt, Avila and Laureto; Nay: none; Absent: Santoy and Polashek.
6. Mayor Lovero recommended an amendment to the BDC street closure request for Deck the Depot on December 14, 2013. A motion by Chapman, seconded by Paul, to concur and amend the hours to 2 p.m. to 10 p.m., was approved per a voice vote. Thereafter, a motion by Chapman, seconded by Paul to approve the BDC request to close Grove Avenue from Windsor to the Parking Garage from 2 p.m. to 10 p.m., was unanimously approved, per a voice vote.
7. Closed Committee of the Whole Meeting minutes: A motion by Chapman, seconded by Avila, to concur with the Clerk's request to approve October 22 and November 12, 2013 meeting minutes, was unanimously approved, per a voice vote.
8. Budget Committee Report: A motion by Chapman, seconded by Boyajian, to accept as informational, was unanimously approved, per a voice vote.

9. Recreation Committee Report: A motion by Chapman, seconded by Boyajian, to accept as informational, was unanimously approved, per a voice vote.
10. Request for an outdoor Christmas Concert and movie screening at FitzGerald's on December 13 and 14, 2013. A motion by Laureto, seconded by Avila, to permit the placement of tents on the driveway area at 6615 Roosevelt on December 13 and 14, subject to the removal of same no later than December 16, 2013, was unanimously approved, per a voice vote.
11. Following a public hearing on December 5, 2013, Berwyn Historic Preservation Committee nominated the property at 6945 Riverside Drive as a Berwyn Historic landmark. A motion by Paul, seconded by Laureto, to concur and accept the recommendation to designate the property for landmark status was approved per a roll call vote, 6-0-2, Yea: Chapman, Boyajian, Paul, Fejt, Avila and Laureto; Nay: none; Absent: Santoy and Polashek. Mayor Lovero noted an ordinance will have to be drafted.
12. Attorney Bertuca informed Council on terms reached regarding Case No. 440-2013-04021. A motion by Avila, seconded by Laureto, to settle for an amount not to exceed \$9,300, was approved, per a roll call vote, 6-0-2 Yea: Chapman, Boyajian, Paul, Fejt, Avila and Laureto; Nay: none: Absent: Santoy and Polashek.
13. Administrative Assistant to the Mayor Ruth Volbre reviewed bids received for cleaning supplies and made a recommendation to award the bid to Building Services of America for a three-year term and noted the detailed price list is on file in the Clerk's Office. A motion by Chapman, seconded by Avila, to concur and award the bid for a three-year term, as recommended, and authorize the corporate authorities to affix their signatures thereto, was approved, per a roll call vote, 6-0-2 Yea: Chapman, Boyajian, Paul, Fejt, Avila and Laureto; Nay: none; Absent: Santoy and Polashek.
14. Finance Director David Jelonek presented the 2013 Tax Levy as previously reviewed. A motion by Chapman, seconded by Boyajian, to adopt:

"AN ORDINANCE LEVYING TAXES FOR GENERAL CORPORATE AND SPECIAL PURPOSES FOR THE TAX YEAR 2013, FISCAL YEAR BEGINNING JANUARY 1, 2014 AND ENDING DECEMBER 21, 2014 FOR THE CITY OF BERWYN, COOK COUNTY, ILLINOIS"

and authorize the corporate authorities to affix their signatures thereto, was approved per a roll call vote, 4-2-2, Yea: Chapman, Boyajian, Avila and Laureto; Nay: Paul and Fejt; Absent: Santoy and Polashek.

15. Finance Director David Jelonek presented a Water Rate Increase Ordinance. A motion by Chapman, seconded by Boyajian, to adopt:

“AN ORDINANCE ADJUSTING BASIC WATER USE CHARGES BY AMENDING SECTION 1048.02 OF THE BERWYN CODIFIED ORDINANCES IN THE CITY OF BERWYN, COOK COUNTY, ILLINOIS”

and authorize the corporate authorities to affix their signatures thereto, was approved per a roll call vote, 6-0-2, Yea: Chapman, Boyajian, Paul, Fejt, Avila and Laureto; Nay: none; Absent: Santoy and Polashek.

16. Finance Director David Jelonek presented two supplemental appropriations ordinances for council approval.

A motion by Chapman, seconded by Avila, to adopt:

“AN ORDINANCE AUTHORIZING THE TRANSFER OF PREVIOUSLY APPROPRIATED FUNDS TO DIFFERENT DEPARTMENTS OR SEPARATE AGENCIES OF THE CITY OF BERWYN, FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.”

and authorize the corporate authorities to affix their signatures thereto, was approved per a roll call vote, 6-0-2, Yea: Chapman, Boyajian, Paul, Fejt, Avila and Laureto; Nay: none; Absent: Santoy and Polashek.

A motion by Avila, seconded by Chapman, to adopt:

“AN ORDINANCE SUPPLEMENTING AND AMENDING THE CITY OF BERWYN’S 2013 ANNUAL APPROPRIATION ORDINANCE FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.”

and authorize the corporate authorities to affix their signatures thereto, was approved per a roll call vote, 6-0-2, Yea: Chapman, Boyajian, Paul, Fejt, Avila and Laureto; Nay: none; Absent: Santoy and Polashek.

17. A motion by Avila, seconded by Laureto, to approve the consent agenda items as submitted, was unanimously approved per a voice vote.

K1	Payables	12/10/13	\$1,261,311.16
K2	Payroll	12/4/13	\$976,555.60
K3	Handicap Parking	#860 2532 Wesley	Approve
K4	Handicap Parking	#864 6846 32 nd	Approve
K5	Handicap Parking	#866 3619 Euclid	Approve
K6	Building & Local Improvements	November 2013	

- K7 Collections & Business Licenses November 2013
- K8 New Life Community Church Christmas Party 12/15/13

18. Alderman Chapman called a Budget Committee meeting for 4 p.m., Wednesday, December 11, 2013 at City Hall, as previously called.
19. There being no further business, a motion by Chapman, seconded by Boyajian, to adjourn at 8:20 p.m., was unanimously approved per a voice vote.

Respectfully submitted,

Ruth Wasiukiewicz
Deputy City Clerk

The City of Berwyn



Robert J. Lovero
Mayor

A Century of Progress with Pride

December 23, 2013

Members of City Council

Re: Teamsters Local 705 Contract Approval

Council Members:

Please find attached the negotiated agreement with Teamsters Local 705, our Public Works employee union.

I am asking for your concurrence in approving the contract.

Respectfully,

Robert J. Lovero
Mayor

RJL/eks

ARTICLES OF AGREEMENT
BETWEEN
CITY OF BERWYN
AND
TRUCK DRIVERS, OIL DRIVERS, FILLING STATION
AND PLATFORM WORKERS
UNION LOCAL NO. 705

January 1, 2013 through December 31, 2015

ARTICLES OF AGREEMENT

CITY OF BERWYN

THIS AGREEMENT made and entered into this 25th day of November, 2013 by and between the City of Berwyn, Cook County, State of Illinois, hereinafter called the Party of the First Part and referred to as the “EMPLOYER,” and Truck Drivers, Oil Drivers, Filling Station and Platform Workers Union Local No. 705, an affiliate of the International Brotherhood of Teamsters, acting as the sole and exclusive bargaining agent for its members, hereinafter referred to as the “UNION” or “EMPLOYEES.” This Agreement shall cover and include all Employees engaged in the duties or functions pertaining to the removing and disposing of rubbish, snow and ice control, street repair, repair of water mains, sewers, catch-basins, forestry, mechanics, repair and installation of fire hydrants and similar duties for the City of Berwyn.

ARTICLE I - UNION SHOP

It is mutually agreed, subject to any limitation by State or Federal Statute, that:

Section 1.1 Maintenance of Membership

All Employees covered by this Agreement who are members of the Union as of the effective date of this provision and all those Employees who become members after that date, shall maintain their membership in good standing in the Union as a condition of continued employment with the Employer.

Section 1.2 New Employee Membership

All newly hired Employees covered by this Agreement shall serve a thirty (30) day probationary period. Upon completion of the probationary period, newly hired employees must possess or obtain a valid commercial driver’s license. All Employees must be members of the Union thirty (30) days from their first date of employment and shall maintain their membership in good standing in the Union as a condition of continued employment with the Employer.

Section 1.3 Employment of Union Members

The Employer agrees to employ members of the Union in good standing and carrying the regular working card of the Union, but the Union recognizes that the Employer may hire whoever they please, providing they become members of the Union, within the jurisdiction of Section 1.2 above.

Section 1.4 Deduction of Union Dues and Fees

Upon receipt of a written authorization from the Employee, the Employer agrees to deduct initiation fees, monthly dues and assessment fees from the pay of such Employee in the amount and the manner prescribed by the Union and in accordance with the law. The Union shall indemnify, defend and hold harmless the City, its elected representatives, officers, agents

and employees from and against any and all claims or causes of action that arise out of by reason of any action taken by the City in complying with the provisions of this Section.

ARTICLE II - WAGES, RATES OF PAY & COMPENSATION

Start Rates JANUARY 1, 2013 through December 31,2015	
Job Title/Classification	Straight Time Hourly Rate
Public Works - Street Department	
Mechanics	\$ 29.65
Chauffeurs**	\$ 27,58
Truck Drivers	\$ 26.71
Labors, Helpers & Sign Department	\$26.22
Water and Sewer Maintenance Department	
Working Foreman & Water Department*	\$ 29.71
Water and Sewer Repairman	\$ 28.95
Laborer	\$26.80
Heavy Equipment	
Working Foreman (includes + \$1 per hr.)*	\$32.04

Note: ** Chauffeurs: includes those employees operating sweepers, snow plows, heavy equipment, vactor, unimog. For employees actively on the payroll on the following dates and the ratification date of the successor agreement:

- 1/1/13: 2% increase in base pay;
- 1/1/14: 2% increase in base pay; and,
- 1/1/15: 2% increase in base pay.

*Employees designated as “Working Foremen” after the ratification date of this Agreement will not retain this premium payment if they resign or are removed for just cause from the status as Working Foreman.

Section 2.1 Longevity Pay

The parties agree that longevity pay to all Employees actively employed as of the effective date of this Agreement shall be as follows and shall be added to the Employee's base rate:

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE OF BASE SALARY</u>
After 5 completed years	3%
After 10 completed years	6%
After 15 completed years	9%
After 20 completed years	12%
After 25 completed years	15%
After 30 completed years	18%
After 35 completed years	21%
After 40 completed years	24%

The parties agree that longevity pay to all Employees actively employed after the effective date of this Agreement shall be as follows and shall be added to the Employee's base rate:

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE OF BASE SALARY</u>
After 10 completed years	2%
After 15 completed years	4%
After 20 completed years	6%
After 25 completed years	8%
After 30 completed years	10%
After 35 completed years	12%
After 40 completed years	14%

Section 2.2 Mechanic's Tool Allowance

Employees who are designated by the Employer as Mechanics will receive \$450.00 per year tool allowance. The Employer reserves the right to obtain proof that the allowance was used to actually purchase required tools as a condition of payment under this Section.

Section 2.3 No Reduction of Wages

Any Employee receiving more than this scale of wages shall not suffer any reduction of wages by virtue of this Agreement, except in the event of a loss of Working Foreman status after the effective date of this Agreement.

Section 2.4 Section 2.4 Clothing Allowance

The Employer agrees to pay Employees the sum of \$825.00 annually, to be paid in one lump sum upon completion of each calendar year during the term of the agreement, as a clothing allowance. Work gloves shall be the responsibility of the Employees. The parties agree to the City's requiring black or dark blue pants (jeans acceptable). The parties further agree to the City's designated T-Shirts, which will be charged against the clothing allowance priced at the City's cost. The Employer agrees to purchase its designated T-Shirts only from a unionized provider.

In the event an Employee is off work for three (3) months or longer, the Clothing Allowance will be reduced on a pro-rata basis for time not worked by the employee (for any reason). For example, if an employee is off work for three (3) full months in a year, the clothing allowance amount will be reduced by twenty five (25%).

ARTICLE III - HOURS OF WORK

Section 3.1 Work Week

The Employer guarantees to each of its employees forty (40) hours of work per week, five (5) days, Monday through Friday, at eight (8) hours per day. This will not apply in any instance when (1) the employee at his/her own initiative takes off a regular scheduled day and/or any part of a day during a week including time off for layoff, (2) an actual labor dispute is in existence, or (3) when work is not available due to acts of God or the public enemy or by action of the Federal Government or State, and subject to the provisions of paid holiday Article herein.

Section 3.2 Work Day - Start Time - Overtime

Working hours shall be between the hours of 6:00 a.m. to 8:00 a.m. optional with the Employer, and 3:00 p.m. to 4:30 p.m. with one (1) hour off for lunch, to be paid for by the Employer. Employees who are required and authorized to start to work before the regulation starting time, 6:00 a.m. to 8:00 a.m., shall be paid time and one-half (1-1/2) from such time until the regulation starting time. Time and one-half (1-1/2) for all work over forty (40) hours per week, Monday through Friday. Time and one-half (1-1/2) shall be paid for time worked on Saturday, provided the Employee had been available for work at least forty (40) hours during the normal working hours of the current week as prescribed above.

Section 3.3 Night Shift Pay Rate & Overtime

All Employees assigned to work a full regular night shift schedule, in addition to receiving the hourly rate to which they are entitled under the terms of this Agreement, shall receive an additional thirty-five cents (35¢) per hour, over the day rate for all work performed as a night shift premium. Time and one-half (1-1/2) the hourly rate shall be paid after the employee performed authorized work in excess of eight (8) consecutive hours in any one (1) full night.

Section 3.4 Notice of Absence From Work

Members not reporting for work because of sickness or other reasons, must notify the City before starting time if he will not be available for work. The City must be notified before 11:00 a.m. when an Employee will be available for work on the following day. Daily call-in required for extended day absences (unless agreed otherwise).

ARTICLE IV - HEALTH INSURANCE PLANS

The City will maintain a group health insurance hospitalization and medical insurance coverage for all eligible employees and their eligible family members, per applicable law. The City and representatives of this bargaining unit further agree that both parties shall discuss the specifications scope, coverages and co-payments for the insurance plan which shall include relatively comparable medical and hospitalization benefits presently enjoyed by the members under the currently existing insurance policy. The parties recognize that adjustments are needed for cost-containment purposes and in order to control the overall costs of the plan including premium payment amounts. These issues will continue to be reviewed on an annual basis by the City.

- A. City of Berwyn is providing a \$25,000.00 life insurance policy to each employee.
- B. During the term of this successor agreement, the employees shall continue to pay ten percent (10%) of the premium cost of health insurance coverage for the employee and any eligible dependents who are covered by the plan. The caps on the employee premium cost for health insurance will remain at \$250 for 2013; this amount will be capped at \$275 for 2014 and \$300 for 2015. C. The references to retiree health insurance as set forth in Sections A & B of this Article contained in the predecessor agreement will remain in effect for employees with twenty five (25) years of service as of January 1, 1998. The Parties agrees that Louis Delfiacco is the only affected employee as his date of hire was 12/13/72. These Sections will be deleted from this Agreement at the time it ceases to be applicable to any employee in the bargaining unit.
- D. It is further agreed that Sections A & B of the predecessor agreement will be reinstated if the benefit is granted to any other employee of the City based on negotiations for a collective bargaining agreement in the future (but not if awarded solely due to an interest arbitration proceeding unless the award reflects the proposal of the City). The benefits set forth in Sections A & B of the predecessor agreement could be re-negotiated by the Parties in good faith when budget constraints of the City are improved.

ARTICLE V - HOLIDAYS

Section 5.1 Days Listed

Employees are to be paid for the following holidays: New Year's Eve, New Year's Day, Martin Luther King's Day, Pulaski Day, Memorial Day, Good Friday, Fourth of July, Labor

Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, Washington's Birthday, and Employee's Birthday. If Employees work on Sundays or any of the above named legal holidays, they are to be paid at the rate of double time. No less than one-half (1/2) day to be considered for Sundays or legal holidays. No work to be permitted on Labor Day, except in cases of emergencies, when a permit from the Officer of the Union will be issued.

Section 5.2 Conditions for Pay

In the event any Employee is absent from work on the employee's scheduled day before, or the day after a legal holiday, he shall not receive holiday pay until proof of sickness or excusable absence is established to management's satisfaction.

ARTICLE VI - PAID LEAVES OF ABSENCE

Section 6.1 Sick Leave Benefit Defined

The Employer hereby agrees that the Employee members of Local Union No. 705 who are employed as of the effective date of this Agreement, after having served six (6) months continuous employment with the City of Berwyn, will be eligible for illness allowance privileges provided by the City of Berwyn within each 365 day period and such allowance shall run from January 1st through December 31st of each year provided the employee is on an approved leave of absence at the time he is seeking the benefit allowance.

The following are the allowances in terms of a regularly assigned work week:

- A. First six (6) months - one (1) day per month including the sixth month, so that at the end of six (6) months, up to a maximum of six (6) days full pay after a waiting period of two (2) working days of illness, however, there shall be no waiting period if the Employee is hospitalized.
- B. Between six (6) months and two (2) years of service - up to a maximum of three (3) weeks full pay after a waiting period of two (2) working days of illness, however, there shall be no waiting period if the Employee is hospitalized.
- C. Between two (2) years and five (5) years of service - up to a maximum of six (6) weeks full pay after a waiting period of two (2) working days of illness, however, there shall be no waiting period if the Employee is hospitalized.
- D. Five (5) years of service or more - up to a maximum of thirteen (13) weeks full pay after a waiting period of two (2) working days of illness, however, there shall be no waiting period if the Employee is hospitalized.

1. Notice to Employer

Each Employee shall notify his superior, prior to the start of the scheduled working day, in case of absence due to illness. If the illness lasts more than three (3) days, or if there is a

repeated occurrence of illness, the supervisor may, at his option, require a medical certificate upon the Employee's return to duty or as a condition of any approved leave. The Department Head may require a certificate from a physician which confirms the employee's inability to work when an employee is away for three (3) or more consecutive days, chronic sick day use and/or if there is reason to suspect abuse of this benefit.

2. False Sick Reports

The Employer and the Union mutually agree that any Employee-member of the Union making false reports to collect illness pay will be subject to disciplinary action by the Employer. In order to monitor and/or protect against suspected abuse of sick leave as provided in this Section 6.1, by any bargaining unit employee(s) the Employer and Union agree that where a bona fide reasonable suspicion of sick leave abuse exists, the Employer may require the suspected employee to submit to a medical examination at the Employer's expense. The confidentiality of the employee's medical condition(s) shall be maintained. The results of the examination shall be limited to reporting on the examined employee's fitness for work, with or without limitations, duration of expected absence, follow-up exams, course of rehabilitation treatments and/or therapies.

If the employee is disabled and seeking an accommodation to return to work, the employee is required to engage in an interactive process and provide necessary documentation for the requested accommodation.

In the event that the employee's medical report is not supported by the Employer's medical report, then the two medical professionals shall mutually agree on a third medical professional to perform a medical examination, at the expense of the Employer, and shall like the Employer's medical examination, report on the employee's fitness for work. The third medical report shall be determinative as to the employee's fitness or lack of fitness for return to work. When a third party opinion is determined, the employee must make an appointment within seven (7) days of notification from the physician. Major medical benefits will be suspended pending the outcome of the third party opinion. If the third party confirms that the illness warrants time off from work, major medical benefits will be reinstated and the employee will receive back pay to the date benefits were ceased.

3. Employees hired AFTER effective date of Agreement

Section 6.2 Employees hired after the effective date of this Agreement shall earn twelve (12) sick days per year, effective from their date of hire, on a pro-rated basis. The Employer will allow these employees to carry over unused sick days from year to year, to a maximum "cap" of two hundred and forty (240) work hours.

Section 6.3 Funeral Leave

Up to three (3) regularly scheduled working days, with full pay, at the straight time hourly rate, shall be given to an Employee to attend the funeral in case of a death in the

immediate family - mother, father, wife, son, daughter, brother, sister, grandmother and grandfather.

One (1) regularly scheduled working day with full pay, at the straight time hourly rate, shall be given to an Employee in case of death of mother-in-law, father-in-law, uncle, aunt, sister-in-law, brother-in-law, niece and nephew.

Section 6.4 Vacation

A. Eligibility & Benefit Defined

It is agreed that any Employee coming under the jurisdiction of this Agreement, who has given fifty-two (52) weeks' continuous service with the Employer, shall receive two (2) weeks' vacation of eighty (80) hours at regular straight time hourly rate.

It is agreed that any Employee coming under the jurisdiction of this Agreement, who has given five (5) years continuous service with the Employer, shall receive three (3) weeks' vacation of one hundred and twenty (120) hours at regular straight time hourly rate.

It is agreed that any Employee completing ten (10) years continuous service with the Employer, shall receive four (4) weeks' vacation of one hundred and sixty (160) hours at regular straight time hourly rate.

It is agreed that any Employee completing fifteen (15) years continuous service with the Employer, shall receive five (5) weeks' vacation of two hundred (200) hours at regular straight time hourly rate, then:

- After 21 years - 5 weeks, 2 days (216 hours)
- After 22 years - 5 weeks, 4 days (232 hours)
- After 23 years - 6 weeks (240 hours)
- After 24 years - 6 weeks, 1 day (248 hours)
- After 25 years - 6 weeks, 2 days (256 hours)

B. Selection & Scheduling

Members are to pick vacation period by order of seniority when it is possible for the Employer to arrange same. Vacations shall be scheduled from March 1st to November 30th of each year; or otherwise at the discretion of the Director of Public Works and subject to manpower availability.

C. Vacation Pay at Termination

A member who is terminated for just cause involving violation of the drug/alcohol policy and/or theft, will not be eligible to receive any vacation benefits at termination.

Section 6.5 Personal Days

It is agreed that any Employee under the jurisdiction of this Agreement will receive fifteen (15) Personal Days off per year at regular straight time rate. Employees will be allowed to use three (3) of their days without prior notification to the employer (provided the employee calls in prior to designated starting time). The remainder of the personal days must be scheduled forty eight (48) hours in advance. Unused personal days may not be carried over into the next calendar year. Any unused personal days will be paid to the employee at the employee's current rate of pay. Said payment will be made on the last regular payday in the calendar year. Bonus days for perfect attendance will be eliminated and each eligible employee will receive \$250 for each day earned to be paid quarterly (Absence, less than a full eight (8) hour day, late show up time or call in with less than the forty eight (48) hours of advance notice disqualifies employee).

ARTICLE VII - SENIORITY RIGHTS

Section 7.1 Job & Work Day Bidding

Seniority shall prevail on all jobs, providing the Employee is qualified to perform the available work. Seniority shall also prevail for Saturday, Sunday and holiday work according to job classification.

The need for overtime will be mandatory during emergency periods such as snow/ice control, and storm cleanup. Supervisors will assign employees to overtime on a reverse seniority rotating basis after exhausting all efforts to acquire volunteers. Assignment of mandatory overtime will be fulfilled if the supervisor makes phone contact with the employee or leaves a message on an employee's answering machine or voice mail only if the employee was directly contacted by the supervisor during the effort to acquire volunteers. If an employee declines emergency overtime more than four (4) times, he/she shall be dropped to the end of the emergency call list between November 1 and April 15 of that year. The Employee shall be paid "overtime" at 1.5 times their hourly rate. The "overtime" begins when the employee clocks in upon arrival. Failure to report for mandatory overtime will be considered reason for possible disciplinary measures.

Any Employee promoted to a position with the Employer not covered by the terms of this Agreement, may be returned to his/her former bargaining unit position/job/classification at the current contract wages and benefits, anytime within thirty (30) days after the promotion due to the Employee's inability to perform the duties and responsibilities of the newly promoted position. An Employee reverting to his/her former bargaining unit position within said thirtieth (30th) days shall not suffer any loss in bargaining unit seniority.

Section 7.2 Loss/Termination of Seniority

An Employee's seniority shall be lost and terminated by:

- A. Discharge for just cause;
- B. Voluntary quit or resign; and/or

C. No work or layoff for more than two (2) years.

Section 7.3 Lay-Off & Re-Hire Seniority Rights ;

The Employer reserves the right to lay-off Employees covered by this Agreement when there is not sufficient work or funds to keep the present force employed; provided, however, that seniority shall prevail in lay-offs (the least senior presently qualified employee) and re-hiring (the most senior presently qualified employee) so that the last man hired will be the first man laid off. In rehiring of Employees, it is the man with the highest seniority who shall be the first returned to work (by classification), until the seniority list is exhausted. Layoffs shall be based on separate seniority lists established for each classification set forth in Article II of this Agreement. The parties agree to a two (2) year call-back in the event of layoffs.

Section 7.4 Employer Rights, Discipline & Non-Discrimination

The Union agrees that the Employer has the right of direction and promotion of the working force, including the right to hire, suspend, discharge or transfer, for proper just cause, providing this will not be used for the purpose of discrimination against any Employee for Union activities.

ARTICLE VIII - STEWARDS

All members of the Union agree to further the interests of the Employer.

A Steward may be appointed by the Union whenever it deems one necessary.

ARTICLE IX - NO STRIKE OR LOCK OUT

No strike or lock-out shall be considered by either party of this Agreement, at the expiration of this Agreement, until all questions at issue have been jointly considered by representatives of the Employer and Employee and they have been unable to reach an agreement.

ARTICLE X - GRIEVANCE PROCEDURE

Section 10.1 Definition

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation and administration of a specific provision of this Agreement, shall be settled in the following manner:

Section 10.2 Procedure, Steps and Time Limits

STEP 1.

The Union or an employee with or without a Union representative, shall take up the grievance or dispute in writing with the Department Head within ten (10) business days of its occurrence; if at that time the employee or Union is unaware of the grievance, the employee or

Union shall take it up within ten (10) business days of their knowledge of its occurrence, or through the use of reasonable diligence, that should have been given knowledge of the event giving rise to the grievance. The Department Head shall then attempt to adjust the matter and shall provide the Employer's response (written to a written grievance) to the employee and the Union within ten (10) business days.

STEP 2.

If the grievance remains unadjusted in Step 1., and the Union with or without the employee wishes to appeal the grievance to Step 2. of the Grievance Procedure, it shall be referred in writing to the Mayor or his/her designee, within ten (10) business days after the receipt of the Employer's answer in Step 1. The written grievance shall be signed and shall set forth all relevant facts, the provision(s) of the Agreement allegedly violated, and the requested remedy.

The Mayor or his/her designee shall meet and discuss the grievance within ten (10) business days of receipt of the notice of appeal, with the authorized Union representative and the employee, if the employee so desires, at a time mutually agreeable to the parties. If no settlement is reached, the Mayor or his/her designee shall give the Employer's written answer to the Union within ten (10) business days following their meeting.

STEP 3.

If the grievance remains unresolved within fifteen (15) business days after the reply of the Mayor or his/her designee is due, the Union may, by written notice to the Employer, invoke arbitration.

Section 10.3 Arbitration

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) business days after notice has been given. If the parties fail to agree to the selection of an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to submit simultaneously to both parties an identical list of seven (7) names of persons from their grievance arbitration panel, who are members of the National Academy of Arbitrators and are residents of Illinois, Wisconsin or Indiana. Both the Employer and the Union shall have the right to strike three (3) names from the list. The Employer shall first strike one (1) name; the Union shall then strike one (1) name. The process will be repeated twice and the remaining named person shall be the arbitrator. FMCS shall be notified by the parties of the name of the selected arbitrator, who shall be notified by the FMCS of his/her selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s).

Section 10.4 Authority of the Arbitrator

The parties agree that grievance arbitration hearings held pursuant to this procedure shall be streamlined, i.e., no transcript or record and no post-hearing briefs. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this

Agreement. The arbitrator shall only consider and make a decision with respect to the specific dispute(s) or issue(s) of contract interpretation, application, meaning or administration appealed to arbitration and shall have no authority to make a decision on any other dispute(s) or issue(s) not so submitted. The decision shall be based solely upon the arbitrator's determination of the facts and evidence relevant to the parties' dispute or grievance, consistent with the application, meaning, interpretation and/or administration of this Agreement. In order to expedite the arbitration decision(s), the Employer and the Union agree to request the arbitrator to issue a "bench" decision (which shall be reduced to writing by the arbiter and filed with the parties within ten (10) business days following the close of hearing) or an expedited decision, in writing within ten (10) business days following the close of hearing, unless the parties agree to an extension thereof. Subject to the arbitrator's compliance with provisions of this section, the decision of the arbitrator shall be final and binding upon the Employer, Union and employee(s).

Section 10.5 Expenses of Arbitration

The fees and expenses of the arbitrator shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensation its own representatives and witnesses.

Section 10.6 Processing and Time Limits

Grievances may be investigated and processed during working hours by Union Steward(s) and/or Representative(s), provided such activities do not interfere with the normal operations of the Employer and provided the Department Head grants prior permission for the time away from work (which permission will not be unreasonably denied).

No Grievance or dispute shall be entertained or processed unless it is submitted within ten (10) business days after the occurrence of the first event giving rise to the grievance or within ten (10) business days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. If any grievance or dispute is not presented or forwarded within the time limits set forth above, or any agreed extension thereof, it shall be considered withdrawn without prejudice or precedence. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance or dispute to the next Step. The time limits set forth in this Article may be extended by mutual written consent of the parties.

The term "business days" means the days of the week, Monday through Friday, excluding Saturdays, Sundays and Holidays.

Any employee or employee Union representative, whose participation, in grievance meetings/hearings held pursuant to the provisions of this Article is necessary shall be released from work without loss of pay to attend such meetings/hearings. The parties agree that reasonable efforts will be made to schedule grievance meetings/hearings, so as to minimize or eliminate any interference with the Employer's normal operations.

Section 10.7 Union Representatives and Access

Employees selected by the Union to act as Union representatives and other Union representatives who may represent employees at each step of the grievance procedure shall be certified in writing to the Employer by the Union.

Authorized representatives of the Union shall have access to the Employer's establishment at all reasonable times for the purpose of adjusting disputes, investigating working conditions, collecting dues, and ascertaining compliance with this Agreement (which shall include the right to inspect and audit payroll records, time cards and sheets). Such records shall be produced at the Union office immediately upon demand. It is understood that the Union representatives handling complaints or grievances will arrange in advance for a mutually acceptable time to meet with the Employer.

Section 10.8 Just Cause Standard

The Employer shall not discharge nor suspend any Employee without just cause. For progressive discipline type offenses, the Employer shall give at least three (3) warning notices to the Employee, in writing, and a copy of the same to the Union prior to termination, except that no warning notice need be given to an Employee before he is suspended or discharged if the cause of such suspension or discharge is dishonesty, possession, use or being under the influence of alcoholic beverages, marijuana or narcotics while on duty, recklessness, resulting in serious accident while on duty, failure to report an accident to the Employer, physical assault while on duty or any other "cardinal offense". Discharge must be proper written notice to the Employee and the Union. Said written notice shall be served upon the parties by deposit in the United States Mail, email or in person delivery.

Section 10.9 Terminations

The Employer agrees with the tenets of progressive and corrective discipline in appropriate cases as referenced in 10.8. Disciplinary action or measures shall be of the progressive, corrective nature in lieu of punitive when appropriate as referenced in 10.8. Any written warning or discipline imposed shall not be used, if, from the date of the last warning or discipline, one year passes without the Employee receiving any additional warning or discipline for the same or similar offense. [SENTENCE DELETED HERE PER UNION COUNTER OF 9/17/13] Employees terminated for just cause will not remain on the job unless the termination is determined to be unjustified.

The following shall constitute "cardinal infraction":

- (a) Proven dishonesty;
- (b) Under the influence of intoxicating alcohol or of drugs; refusal to submit for testing shall establish a presumption of being under the influence of intoxicating alcohol or drugs (or as otherwise stated in drug/alcohol policy);

- (c) Possession of controlled substances and/or drugs while on duty or on City property (including vehicles);
- (d) Failure to immediately report an accident of which the employee is aware;
- (e) Failure to meet the minimum requirements for safe driving under paragraph 391.25 (or amendments thereto) of the Motor Carriers Safety Regulations issued by the DOT;
- (f) Unprovoked physical assault in a company supervisor or other employee while on duty and/or on City property where there is a nexus/relation to the job;
- (g) Insubordination and/or unreasonable refusal to comply with directive of management after a second request is made in the presence of a union witness and after having been warned of the consequences of such refusal;
- (h) Conviction of a Class A misdemeanor (or higher) based on an offense other than alcohol or drug convictions
- (i) Job abandonment due to failure to call in or report to work for three (3) consecutive work days without documented excuse acceptable to management (documentation to be provided within seven (7) calendar days of the first day of the absence).

Unlawful Harassment: In recognition of the applicable laws with which employers must comply, it is mutually agreed that the City may remove an employee from service immediately for proven sexual or other unlawful harassment. The appropriate penalty for proven sexual or other unlawful harassment will be addressed on a case-by-case basis considering all of the circumstances involved. However, any such discipline imposed may be submitted for final resolution through the grievance procedure.

In the event disciplinary action is taken against an employee, the Employee shall promptly furnish to the employee and the Union a copy of such warning notice. Once the measure of discipline is imposed the Employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances.

Section 10.11 Removal of Disciplinary Action

ARTICLE XI - ANY WRITTEN WARNING OR DISCIPLINE IMPOSED SHALL NOT BE USED (FOR PROGRESSIVE DISCIPLINE PURPOSES) IF, FROM THE DATE OF THE LAST WARNING OR DISCIPLINE, ONE (1) YEAR PASSES WITHOUT THE SAME OR SIMILAR TYPE OF OFFENSE BY EMPLOYEE. GENERAL PROVISIONS

Section 11.1 Drug and Alcohol Testing

The mutually agreed testing policy/program is set forth as Appendix B of this Agreement and is attached hereto and made a part of and subject to all other terms of this Agreement.

Section 11.2 Management Rights

Except as restricted by a specific provision of this Agreement, the Employer retains all traditional rights to manage its operations and it shall not be required to bargain over matters of inherent management policy, which shall include (without limitation) such areas of discretion or policy as: the functions of the Employer; standards of service; its overall budget; the organizational structure and selection of new employees; examination and modifications of techniques; the management and direction of employees; to determine the number and classes of employees; to determine whether and to what extent to subcontract or contract out services and upon what terms; to plan, direct, control and determine the operations and services of the Village and its departments; to supervise and direct the working forces; to assign and transfer employees; to establish qualifications of employment, to schedule and assign work; to establish performance standards and objects and from time to time to change those standards; to make, alter and enforce various work rules, regulations, safety rules, procedures and policies; to discipline, demote, suspend or discharge employees for just cause (probationary employees without just cause); to change, alter modify, substitute or eliminated existing methods, equipment, uniforms or facilities, to promote employees, to lay off employees; to establish dress and uniform standards; to determine and establish, change, combine or abolish positions and job classifications; to determine the duties, responsibilities and work assignments of any position or job classifications. The Employer shall be required to bargain collectively with regard to policy matters directly affecting wages, hours and terms and conditions of employment as well as the impact thereon upon request by the employee representative when required by law to do so. The City expressly reserves the right under this Agreement exercise all management rights set forth in the Illinois Labor Relations Act.

The Employer remains free to subcontract or contract out for services as currently and historically been performed in the past that are necessary for the effective operation of the City, provided it does not directly result in the layoff of a bargaining unit employee.

Section 11.3 Safety

It is the employee's responsibility to use all safety equipment provided by the City including but not limited to Shoring, Personal Protection Equipment (PPE) and all safety guards originally installed on any piece of equipment.

Safety vests and safety glasses will be supplied to the employee once per year. Any additional replacements of safety vests or safety glasses shall be deducted from the employee's clothing allowance. Hearing Protection (disposable ear plugs) shall be supplied by the Employer. The Employer and the Employee share the responsibly to ensure a safe work environment and all necessary safety equipment is provided to complete and perform a safe job duty.

ARTICLE XII - DURATION

This Agreement shall be in full force and effective as of ratification date (_____) through and including December 31, 2015____. This Agreement,

AGREEMENT

which was ratified by the membership on the ____ day of _____, _____, and executed on behalf of Local 705 on the ____ day of _____, _____ shall go into effect on the date of memberships' ratification.

This Agreement will continue from year to year thereafter, unless, written notice is given by either party hereto sixty (60) days prior to December 31st of any year thereafter.

SIGNED FOR THE UNION:

TRUCK DRIVERS, OIL DRIVERS,
FILLING STATION AND
PLATFORM WORKERS' UNION,
LOCAL NO. 705, an affiliate of the
International Brotherhood of Teamsters,
AFL-CIO

Secretary-Treasurer

President

Employee Representative

Dated: _____, 2010

SIGNED FOR THE EMPLOYER:

CITY OF BERWYN
7600 W. 26TH STREET
BERWYN, ILLINOIS 60402

Signature

Title

Dated: _____, 2012

ATTESTED:

Signature

Title

Dated: _____, 2010

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**MCLAC
NATIONAL MASTER FREIGHT NEGOTIATIONS
TENTATIVE AGREEMENT**

Article 35, Section 3

Section 3. Drug Testing

PREAMBLE

While abuse of alcohol and drugs among our members/employees is the exception rather than the rule, the Teamsters National Freight Industry Negotiating Committee and the Employers signatory to this Agreement share the concern expressed by many over the growth of substance abuse in American society.

The parties have agreed that the Drug and Alcohol Abuse Program will be modified in the event that further federal legislation or Department of Transportation regulations provide for revised testing methodologies or requirements. The parties have incorporated the appropriate changes required by the applicable DOT drug testing rules under 49 CFR Parts 40 and 382, and agree that if new federally mandated changes are brought about, they too will become part of this Agreement. The drug testing procedure, agreed to by labor and management, incorporates state-of-the-art employee protections during specimen collection and laboratory testing to protect the innocent and ensures the Employer complies with all applicable DOT drug and alcohol testing regulations. In order to eliminate the safety risks which result from alcohol or drugs, the parties have agreed to the following procedures:

NMFA UNIFORM TESTING PROCEDURE

A. Probable Suspicion Testing

In cases in which an employee is acting in an abnormal manner and at least one (1) supervisors, two if available, have probable suspicion to believe that the employee is under the influence of controlled substances and/or alcohol, the Employer may require the employee (in the presence of a union shop steward, if possible) to undergo a urine specimen collection and a breath alcohol analysis as provided in Section 4B. The supervisor(s) must have received training in the signs of drug intoxication in a prescribed training program which is endorsed by the Employer. Probable suspicion means suspicion based on specific personal observations that the Employer representative(s) can describe concerning the appearance, behavior, speech or breath odor of the employee. The observations may include the indication of chronic and withdrawal effects of controlled substances. The supervisor(s) must make a written statement of these observations within twenty-four (24) hours. A copy must be provided to the shop steward or other union official after the employee is discharged. Suspicion is not probable and thus not a basis for testing if it is based solely on third (3rd) party observation and reports. The employee shall not be required to waive any claim or cause of action under the law. For all purposes herein, the parties agree that the terms "probable suspicion" and "reasonable cause" shall be synonymous.

The following collection procedures shall apply to all types of testing:

The employee shall have thirty (30) minutes to report to the testing facility. A refusal to provide a urine specimen or undertake a breath analysis will constitute a presumption of intoxication and the employee will be subject to discharge without receipt of a prior warning letter. If the employee is unable to produce 45mL of urine, he/she shall be offered up to forty (40) ounces of fluid to drink and shall remain at the collection site under observation until able to produce a 45mL specimen, for a period of up to three (3) hours from the first unsuccessful attempt to provide the urine specimen. If the employee is still unable to produce a 45mL specimen, the employer shall direct the employee to undergo an evaluation which shall occur within five (5) business days, by a licensed physician, acceptable to the MRO who has the expertise in the medical issues concerning the employee's inability to provide an adequate amount of urine. If the physician and MRO concludes that there is no medical condition that would preclude the employee from providing an adequate amount of urine, the MRO will issue a ruling that the employee refused the test. If an employee is unable to provide sufficient breath sample for analysis, the procedures outlined in the DOT regulations shall be followed for all employees. Such employees shall be evaluated by a licensed physician, acceptable to the employer who has the expertise in the medical issues concerning the employee's failure to provide an adequate amount of breath. Absent a medical condition as determined by the licensed physician, said employee will be regarded as having refused to take the test. The employer will adhere to DOT regulations for employees who are unable to provide a urine or breath specimen due to a permanent or long-term medical condition. Contractual time limits for disciplinary action, as set forth in the appropriate Supplemental Agreement, shall begin on the day on which specimens are taken.

In the event the Employer alleges only that the employee is intoxicated on alcohol and not drugs, previously agreed-to procedures under the appropriate Supplemental Agreement for determining alcohol intoxication shall apply.

In the event the Employer is unable to determine whether the abnormal behavior is due to drugs or alcohol, the drug testing procedure contained herein and the breath alcohol testing procedure contained in Section 4B shall be used. If the laboratory results are not known prior to the expiration of the contractual time period for disciplinary action, the cause for disciplinary action shall specify that the basis for such disciplinary action is for "alcohol and/or drug intoxication."

B. DOT Random Testing

It is agreed by the parties that random urine drug testing will be implemented only in accordance with the DOT rules under 49 CFR Part 382, Subpart C.

The method of selection for random urine drug testing will be neutral so that all employees subject to testing will have an equal chance to be randomly selected.

The term "employees subject to testing" under this agreement is meant to include all employees in the bargaining unit. There shall be two separate pools of employees for purposes of random testing: 1) one pool composed of all DOT-covered employees, and 2) one for all non-DOT employees.

Employees out on long term injury or disability for any reason shall not be tested.

The provisions of Article 35, Section 3 F3 (Split Sample Procedures), and Article 35, Section 3 J1 (One-Time Rehabilitation), shall apply to random urine drug testing.

C. Non-Suspicion-Based Post-Accident Testing

Non-suspicion-based post-accident testing is defined as urine drug testing as a result of an accident which results in property damage or bodily injury.

Regulations. Urine drug testing will be required after accidents meeting the following conditions and drivers are required to remain readily available for testing for thirty-two (32) hours following the accident or until tested.

Employees subject to non-suspicion-based post-accident drug testing shall be all bargaining unit employees, who are involved in an accident where there is:

- (i) a fatality, or;
- (ii) a citation under State or local law is issued to the driver (or where there is grounds to issue the citation);
- (iii) an accident in which:
 - (a) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
 - (b) one or more motor vehicles incurring disabling damage as a result of the accident; or,
 - (c) requires the vehicle(s) to be transported away from the scene by a tow truck or other vehicle; or
 - (d) property damage or bodily injury.

The employee has the responsibility to make himself/herself available for urine drug testing within the forty-eight (48) hour period in accordance with the procedures outlined in this Subsection. The employee is responsible to notify the Employer upon receipt of a citation and to note receipt thereof on the accident report. Failure to notify the Employer shall subject the employee to disciplinary action.

The provisions of Article 35, Section 3F 3 (Split Sample Procedures), and Article 35, Section 3 II (One-Time Rehabilitation), shall apply to non-suspicion-based post-accident urine drug testing.

D. Chain of Custody Procedures

Any specimens collected for drug testing shall follow the DHHS/DOT (Department of Health and Human Services/Department of Transportation) specimen collection procedures. At the time specimens are collected for any drug testing, the employee shall be given a copy of the specimen collection procedures. In the presence of the employee, the specimens are to be sealed and labeled. As per DOT regulations, it is the employee's responsibility to initial the seals on the specimen bottles, additionally ensuring that the specimens tested by the laboratory are those of the employee.

The required procedure follows:

When urine specimens are to be provided, at least 45 mL of specimen shall be collected. At least thirty (30) mL shall be placed in one (1) self-sealing, screw-capped or snap-capped container. A urine specimen of at least fifteen (15) mL shall be placed in a second (2nd) such container. They shall be sealed and labeled by the collector, and initialed by the employee without the containers leaving the employee's presence. The employee has the responsibility to identify each container and initial same. Following collection, the specimens shall be placed in the transportation container together with the appropriate copies of the chain of custody form. The transportation container shall then be sealed in the employee's presence. The container shall be sent to the designated testing laboratory at the earliest possible time by the fastest available means.

In this urine collection procedure, the donor shall urinate into a collection container capable of holding at least fifty five (55) mL, which shall remain in full view of the employee until transferred to tamper-resistant urine bottles, and sealed and labeled, and the employee has initialed the bottles.

It is recognized that the Specimen Collector is required to check for sufficiency of specimen, acceptable temperature range, and signs of tampering, provided that the employee's right to privacy is guaranteed and in no circumstances may observation take place while the employee is producing the urine specimens, unless required by DOT regulations. If it is established that the employee's specimen is outside of the acceptable temperature range or has been intentionally tampered with or substituted by the employee, the employee will be required to immediately submit an additional specimen under direct observation. Also, if it is established that the employee's specimen has been intentionally tampered with or substituted by the employee, the employee is subject to discipline as if the specimen tested positive. In order to deter adulteration of the urine specimen during the collection process, physiologic determinations for creatinine, specific gravity, pH, and any substances that may be used to adulterate the specimen shall be performed by the laboratory. If the laboratory suspects the presence of an interfering substance/adulterant that could make a test result invalid, but the initial laboratory is unable to identify it, the specimen must be sent to another HHS certified laboratory that has the capability of doing so.

Any findings by the laboratory that indicates that a specimen is adulterated as a result of the fact that it contains a substance that is not expected to be present in human urine; a substance

that is expected to be present is identified at a concentration so high that it is not consistent with human urine; or has physical characteristics which are outside the normal expected range for human urine shall be immediately reported to the Company's Medical Review Officer (MRO). The parties recognize that the key to chain of custody integrity is the immediate sealing and labeling of the specimen bottles in the presence of the tested employee. If each container is received undamaged at the laboratory properly sealed, labeled and initialed, consistent with DOT regulations as certified by the laboratory, the Employer may take disciplinary action based upon the MRO's ruling.

E. Laboratory Requirements

1. Urine Testing

In testing urine samples, the testing laboratory shall test specifically for those drugs and classes of drugs and adulterants employing the test methodologies and cutoff levels covered in the DOT Regulations 49 CFR, Part 40.

2. Specimen Retention

All specimens deemed positive, adulterated, substituted, or invalid by the laboratory, according to the prescribed guidelines, must be retained at the laboratory for a period of one (1) year.

3. Split Sample Procedure

The split sample procedure is required for all employees selected for urine drug testing. When any test kit, is received by the laboratory, the "primary" sealed urine specimen bottle shall be immediately removed for testing, and the remaining "split" sealed specimen bottle shall be placed in secured storage. Such specimen shall be placed in refrigerated storage if it is to be tested outside of the DOT mandated period of time.

The employee will be given a shrink-wrapped or similarly protected urine collection kit. After receiving the specimen, the collector shall pour at least thirty (30) mL of urine into the specimen bottle and at least fifteen (15) mL into the second split specimen bottle. Both bottles shall be sealed in the employee's presence, initialed by the employee, then forwarded to an accredited laboratory for testing. If the employee is advised by the MRO that the first (1st) urine sample tested positive, adulterated, or substituted, in a random, return to duty, follow-up, probable suspicion or post-accident urine drug test, the employee may, within seventy-two (72) hours of receipt of the actual notice, request from the MRO that the second (2nd) urine specimen be forwarded by the first laboratory to another independent and unrelated accredited laboratory of the parties' choice for GC/MS confirmatory testing for the presence of the drug, or other confirmatory testing for adulterants, or to confirm that the specimen has been substituted as defined in 49 CFR Part 40. If the employee chooses to have the second (2nd) sample analyzed, he/she shall at that time execute a special check-off authorization form to ensure payment by the employee. Split specimen testing will conform to the regulations as defined in 40 CFR Part 40. If the employee chooses the optional split sample procedure, and so notifies his Employer,

disciplinary action can only take place after the MRO reports a positive, adulterated, or substituted result on the primary test and the MRO reports that the testing of the split specimen confirmed the result. However, the employee may be taken out of service once the MRO reports a positive, adulterated, or substituted result based on the testing of the primary specimen while the testing of the split specimen is being performed. If the second (2nd) test confirms the findings of the first laboratory and the employee wishes to use the rehabilitation options of this Section, the employee shall reimburse the Employer for the cost of the second (2nd) sample's analysis before entering the rehabilitation program. If the second (2nd) laboratory report is negative, for drugs, adulterants, or substitutions the employee will be reimbursed for the cost of the second (2nd) test and for all lost time. It is also understood that if an employee opts for the split sample procedure, contractual time limits on disciplinary action in the Supplements are waived.

4. Laboratory Accreditation

All laboratories used to perform urine drug testing pursuant to this Agreement must be certified by Health and Human Services under the National Laboratory Certification Program (NLCP) and/or another testing facility deemed acceptable pursuant to the then-applicable DOT guidelines.

F. Laboratory Testing Methodology

1. Urine Testing

The initial testing shall be by immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The initial cutoff levels used when screening urine specimens to determine whether they are negative or positive for various classes of drugs shall be those contained in the Scientific and Technical Guidelines for Federal Drug Testing Programs (subject to revision in accordance with subsequent amendments to the HHS Guidelines).

All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques. Quantitative GC/MS confirmatory procedures for drugs and confirmatory procedures for specimens that are initially identified as being adulterated or substituted shall comply with the testing protocols, mandated by the Scientific and Technical Guidelines for Federal Drug Testing Programs (subject to revision in accordance with subsequent amendments to the HHS Guidelines).

Validity testing shall be conducted on all specimens, pursuant to HHS requirements, to determine whether they have been adulterated or substituted. All specimens which test negative on either the initial test or the GC/MS confirmation test shall be reported only as negative, unless they are confirmed to be adulterated, substituted, or invalid. Only specimens which test positive on both the initial test and the GC/MS confirmation test shall be reported as positive. Specimens that are confirmed to be adulterated or substituted shall be reported as such.

When a grievance is filed as a result of a drug test that is ruled positive, adulterated, or substituted, the Employer shall provide a copy of the MRO ruling to the Union.

When Schedule I and II drugs are detected, the laboratory is to report a positive test based on a forensically acceptable positive quantum of proof. All positive test results must be reviewed by the certifying scientist and certified as accurate.

2. Prescription and Non-prescription Medications

If an employee is taking a prescription or non-prescription medication in the appropriate described manner he/she will not be disciplined. Medications prescribed for another individual, not the employee, shall be considered to be illegally used and subject the employee to discipline.

3. Medical Review Officer (MRO)

The Medical Review Officer (MRO) shall be a licensed physician with the knowledge of substance abuse disorders, issues relating to adulterated and substituted specimens, possible medical causes of specimens having an invalid result, and applicable DOT agency regulations. In addition the MRO shall keep current on applicable DOT agency regulations and comply with the DOT qualification training and continuing education requirements. The MRO shall review all urine drug test results from the laboratory and shall examine alternate medical explanations for tests reported as positive, adulterated, or substituted, as well as those results reported as invalid. Prior to the final decision to verify a urine drug test result, all employees shall have the opportunity to discuss the results with the MRO. If the employee declines to speak with the MRO, or the employee fails to contact the MRO within 72 hours of being notified to do so by the employer, or if the MRO is unable to contact the employee within ten (10) days of the receipt of the drug test result being reported to him by the laboratory, then the MRO may report the result to the employer.

4. Substance Abuse Professional (SAP)

The Substance Abuse Professional (SAP), as provided in the regulations, means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, or employee assistance professional, or a drug and alcohol counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol & Other Drug Abuse). All must have knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders and be knowledgeable of the SAP function as it relates to employer interest in safety-sensitive functions, and applicable DOT agency regulations. In addition, the SAP shall comply with the DOT qualification training and continuing education requirements.

G. Leave of Absence Prior to Testing

1. An employee shall be permitted to take leave of absence in accordance with the FMLA or applicable State leave laws for the purpose of undergoing treatment pursuant to an

approved program of alcoholism or drug use. The leave of absence must be requested prior to the commission of any act subject to disciplinary action.

2. Employees requesting to return to work from a voluntary leave of absence for drug use or alcoholism shall be required to submit to testing as provided for in Part J of this Section. Failure to do so will subject the employee to discipline including discharge without the receipt of a prior warning letter.

The provisions of this Section shall not apply to probationary employees.

H. Disciplinary Action Based on Positive, Adulterated, or Substituted Test Results

Consistent with past practice under this Agreement, and notwithstanding any other language in any Supplement, the Employer may take disciplinary action based on the test results as follows:

1. If the MRO reports that a urine drug test is positive, adulterated, or substituted, the employee shall be subject to discharge except as provided in Part J.
2. The following actions shall apply in probable suspicion testing based on DOT and contractual mandates.
 - a. If the urine drug test is positive, adulterated, or substituted according to the procedures described in Part G, the employee shall be subject to discharge.
 - b. If the breath alcohol test results show a blood alcohol concentration equal to or above the level previously determined by the appropriate Supplemental Agreement for alcohol intoxication, the employee shall be subject to discharge pursuant to the Supplemental Agreement.
 - c. If the breath alcohol test is negative and the urine drug test is negative, the employee shall be immediately returned to work and made whole for all lost earnings.

I. Return to Employment After a Positive Urine Drug or Alcohol Test

1. Any employee with a positive, adulterated, or substituted urine drug test result or alcohol test, thereby subjecting the employee to discipline, shall be granted reinstatement on a one (1) time lifetime basis if the employee successfully completes a course of education and/or treatment program as recommended by the Substance Abuse Professional (SAP). The SAP will recommend a course of education and/or treatment with which the employee must demonstrate successful compliance prior to returning to DOT safety-sensitive duty. The SAP will refer him/her to a treatment program which has been approved by the applicable Health and Welfare Fund or hospital/medical insurance plan(s), where such is the practice. Any cost of evaluation, education and/or treatment

over and above that paid for by the applicable Health and Welfare Fund or hospital/medical insurance plan(s), must be borne by the employee.

2. Employees electing the one (1) time lifetime evaluation and/or rehabilitation must notify the Company within ten (10) days of being notified by the Company of a positive, adulterated, or, substituted urine drug test or alcohol test. The evaluation process and education and/or treatment program must take a minimum of ten (10) days. The employee must begin the evaluation process and education and/or treatment program within fifteen (15) days after notifying the Company. The employee must request reinstatement promptly after successful completion of the education and/or treatment program. After the minimum ten (10) day period and re-evaluation by the, SAP, the employee may request reinstatement, but must first provide a negative return to duty urine drug test, to be conducted by a clinic and laboratory of the Employer's choice, before the employee can be reinstated. Any employee choosing to protest the discharge must file a protest under the applicable Supplement. After the discharge is sustained, the employee must notify the Company within ten (10) days of the date of the decision, of the desire to enter the evaluation process and education and/or treatment program.
3. While undergoing treatment, the employee shall not receive any of the benefits provided by this Agreement or Supplements thereto except the continued accrual of seniority.
4. Before reinstatement after the minimum ten (10) day period, the employee must be re-evaluated by the Substance Abuse Professional to determine successful compliance with any recommended education and/or treatment program. The employee must then submit to the employer's return-to-duty urine drug test (and alcohol test if so prescribed by the SAP) with a negative result. The employee will be subject to at least six (6) unannounced follow-up urine drug tests in the first year, as determined by the SAP. If, at any time, the employee tests positive, provides an adulterated or substituted specimens or refuses to submit to a test, the employee shall be subject to discharge.
 - (a) Return-to-duty drug test is a urine drug test which an employee must complete with a negative result, after having been reevaluated by a SAP to determine successful compliance with recommended education and/or treatment.
 - (b) Follow-up drug testing shall mean those unannounced urine drug tests required (minimum of six (6) in a twelve (12) month period) when an employee tests positive, provides an adulterated or substituted specimen, or refused to be tested and has been evaluated by the SAP, completed education and/or treatment, been re-evaluated by SAP and returned to work. The requirements of follow-up testing follow the employee through breaks in service (i.e. layoff, on-the-job injury, personal illness/injury, leave of absence, etc.). In addition, the requirements of follow-up testing follow the employee to subsequent employers. The SAP has the authority to order any number of follow-up urine drug and/or alcohol tests and to extend the twelve (12) month period up to sixty (60) months.

J. Paid-for Time

1. Training

Employees undergoing substance abuse training as required by the DOT will be paid for such time and the training will be scheduled in connection with the employee's normal work shift, where possible.

2. Testing

Employees subject to testing and selected by the random selection process for urine drug testing shall be compensated at the regular straight time hourly rate of pay in the following manner provided that the test is negative:

a. Random Drug Tests

- (1) for all time at the collection site.
- (2)
 - (a) for travel time one way if the collection site is reasonably en route between the employee's home and the public works facility, and the employee is going to or from work; or
 - (b) for travel time both ways between the public works facility and the collection site, only if the collection site is not reasonably en route between the employee's home and the public works facility.
- (3) When an employee is on the clock and a random drug test is taken any time during the employee's shift, and the shift ends after eight (8) hours, the employee is paid time and one-half (1-1/2) for all time past the eight (8) hours.
- (4) The Employer will not require the city employee to go for urine drug testing before the city employee's shift, provided the collection site is open during or immediately following the employee's shift.
- (5) During an employee's shift, an employee will not be required to use his/her personal vehicle from the terminal to and from the collection site to take a random drug test.

b. Non-Suspicion-Based Post-Accident Testing

- (1) In the event of a non-suspicion-based post-accident testing situation, where the employee has advised the Employer of the issuance of a citation for a moving violation, but the Employer does not direct the employee to be tested immediately, but sends the employee for testing at some later time [during the forty-eight (48) hour period], the employee shall be paid

for all time involved in testing, from the time the employee leaves home until the employee returns home after the test.

Article 35, Section 4

Section 2. Alcohol Testing

The parties agree that in the event of further federal legislation or DOT regulations providing for revised methodologies or requirements, those revisions shall, to the extent they impact this Agreement, unless mandated, be subject to mutual agreement by the parties.

Section 3. Employees Who Must be Tested

There shall be random, non-suspicion-based post-accident and probable suspicion alcohol testing of all employees in the bargaining unit. This includes all employees who, as a condition of their employment, are required to have a DOT physical, a CDL and are subject to testing for drugs under Article 35, Section 3 B.

Section 4. Alcohol Testing Procedure

All alcohol testing under this Section will be conducted in accordance with applicable DOT/FMCSA regulations. All equipment used for alcohol testing must be on the NHTSA Conforming Products List and be used and maintained in compliance with DOT requirements. Breath samples will be collected by a Breath Alcohol Technician (BAT) who has successfully completed the necessary training course that is the equivalent of the DOT model course and who is knowledgeable of the alcohol testing procedures set forth in 49 CFR Part 40 and any current DOT Guidance. Law enforcement officers who have been certified by state or local governments to conduct breath alcohol testing are deemed to be qualified as Breath Alcohol Technicians. The training shall be specific to the type of Evidential Breath Testing (EBT) device being used for testing. The Employer shall provide the employees with material containing the information required by Section 382.601 of the Federal Motor Carrier Safety Regulations.

A. Screening Test

The initial screening test uses an Evidential Breath Testing (EBT) device, unless other testing methodologies or devices are mandated or agreed upon, to determine levels of alcohol. The following initial cutoff levels shall be used when screening breath samples to determine whether they are negative or positive for alcohol.

1. Breath Alcohol Levels:

.. Less than 0.02% BAC - Negative

.. 0.02% BAC and above - Positive (Requires Confirmation Test)

B. Confirmatory Test

All samples identified as positive on the initial screening test, indicating an alcohol concentration of 0.02% BAC or higher, shall be confirmed using an EBT device that is capable of providing a printed result in triplicate; is capable of assigning a unique number to each test; and is capable of printing out, on each copy of the printed test result, the manufacturer's name for the device, the device's serial number and the time of the test unless other testing methodologies or devices are mandated or mutually agreed upon.

A confirmation test must be performed a minimum of fifteen (15) minutes after the screening test, but not more than thirty (30) minutes. unless otherwise provided by conditions set forth and defined in 49 CFR Part 40.

The following cutoff levels shall be used to confirm a positive test for alcohol:

1. Breath Alcohol Levels:

.. Less than 0.02% BAC - Negative

.. 0.02% BAC to 0.039% BAC - Positive*

.. 0.04% BAC and above - Positive*

*Refer to Section 4 L for Discipline Based on a Positive Test

Section 5. Notification

All employees subject to alcohol testing will be notified of testing by the Employer, or his representative, in person or by direct phone contact.

Section 6. Pre-Qualification Testing for Non-DOT Personnel Section has been deleted.

Section 7. Random Testing

The method used to randomly select employees for alcohol testing shall be neutral, scientifically valid and in compliance with DOT regulations. There shall be two separate pools of employee for purposes of random testing: 1) one pool, composed of all DOT-covered employees, and 2) one for all non-DOT employees.

In the event of a grievance or litigation, the Employer shall, upon written request from the employee, release to the employee and the Union (in its capacity as representative of the grievant and as a decision maker in the grievance process), information required to be maintained under the DOT alcohol testing regulations and arising from the results of an alcohol test which is subject to release under the regulations.

The parties agree that no effort will be made to cause the system and method of selection to be anything but a true random selection procedure ensuring that all affected employees are treated fairly and equally.

Employees subject to random alcohol testing shall be tested within one (1) hour prior to starting the tour of duty, during the tour of duty, or immediately after completing the tour of duty.

Employees who are on long-term illness or injury leave of absence; disability or vacation shall not be subject to testing during the period of time they are away from work.

Section 8. Non-Suspicion-Based Post-Accident Testing

Employees subject to non-suspicion-based post-accident alcohol testing shall be all bargaining unit employees, who are involved in an accident where there is:

- (i) a fatality, or;
- (ii) a citation under State or local law is issued to the driver for a moving traffic violation arising from the accident in which
 - (a) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or
 - (b) one or more motor vehicles incurring disabling damage as a result of the accident, requires the vehicle(s) to be transported away from the scene by a tow truck or other vehicle.
 - (c) property damage or bodily injury.

Alcohol testing will be required under the above conditions and employees are required to submit to such testing as soon as practicable.

It shall be the responsibility of the driver to remain readily available for testing after the occurrence of a commercial motor vehicle accident. It is also the responsibility of the employee to not use alcohol for eight (8) hours or until a DOT post-accident alcohol test is performed, whichever occurs first. It is not the intention of this language to require the delay of necessary medical attention or to prohibit the driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or necessary medical attention.

Section 9. Substance Abuse Professional (SAP)

1. The Substance Abuse Professional (SAP), as provided in the regulations, means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, or employee assistance professional, or a drug and alcohol counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity

Consortium/Alcohol & Other Drug Abuse). All must have knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders, be knowledgeable of the SAP function as it relates to employer interest in safety-sensitive functions and applicable DOT agency regulations. In addition, the SAP shall comply with the DOT qualification training and continuing education requirements.

2. The SAP will be responsible for recommending the appropriate course of education and/or treatment required prior to the employee returning to work and is the only person responsible for determining, during the evaluation process, whether an employee will be directed to a rehabilitation program, and if so, for how long.
3. Follow-up and return-to-duty tests need not be confined to the substance involved in the violation. If the SAP determines that a driver needs assistance with an alcohol and drug abuse problem, the SAP may require drug tests to be performed along with any required alcohol follow-up and/or return-to-duty tests, if it has been determined that a driver has violated the drug testing prohibition.
4. Any cost of evaluation by the SAP and/or rehabilitation recommended by the SAP associated with the abuse of alcohol while performing or available to perform safety-sensitive functions under this Agreement, over and above that paid for by the applicable Health and Welfare Fund or hospital/medical insurance plan(s), must be borne by the employee. The Employer will pay for random, non-suspicion-based post-accident and probable suspicion alcohol testing. Return-to-duty and follow-up alcohol testing that is prescribed by the SAP will be paid for by the Employer, provided the employee tests negative.

Section 10. Probable Suspicion Testing

All bargaining unit employees are subject to probable suspicion alcohol testing under this Section, in accordance with current, applicable DOT regulations.

Probable suspicion is defined as an employee's specific observable appearance, behavior, speech or body odor that clearly indicates the need for probable suspicion alcohol testing.

In the event the Employer is unable to determine whether the abnormal behavior or appearance is due to alcohol or drugs, the Employer shall specify that the basis for any disciplinary action or testing is for Alcohol and/or drug intoxication. In such cases, the employee shall be tested in accordance with Article 35, Section 3 A, and applicable DOT alcohol testing regulations.

In cases where an employee has specific, observable, abnormal indicators regarding appearance, behavior, speech or body odor, and at least one (1) supervisor, two (2) if available, have probable suspicion to believe that the employee is under the influence of alcohol, the Employer may require the employee, in the presence of a union shop steward or other employee requested by the employee under observation, to submit to a breath alcohol test. Suspicion is not

probable and thus not a basis for testing if it is based solely on third party observation and reports.

The supervisor(s) must make a written statement of these observations within twenty-four (24) hours. Upon request, a copy must be provided to the shop steward or other union official after the employee is discharged or suspended or taken out of service.

All supervisors and Employer representatives designated to determine whether probable suspicion exists to require an employee to undergo alcohol testing shall receive specific training on the physical, behavioral, speech and performance indicators of how to detect probable suspicion alcohol misuse and use of controlled substances as required by DOT regulations.

In the event the Employer requires a probable suspicion test, the Employer shall provide transportation to and from the testing location.

Section 11. Preparation for Testing

All alcohol testing shall be conducted in conformity with the DOT alcohol regulations. Any alleged abuse by the Employer, such as proven harassment of any employee or deliberate violation of the regulations or the contract shall be subject to the grievance procedure to provide a reasonable remedy for the alleged violation.

Upon arrival at the testing site, an employee must provide the Breath Alcohol Technician (BAT) with proper identification. The employee shall not be required to waive any claim or cause of action under the law.

A standard DOT approved alcohol testing form will be used by all testing facilities. In the case of probable suspicion or other contractually required testing, a Non-DOT chain of custody form will be used for the testing of Non-DOT employees.

Section 12. Specimen Testing Procedures

All procedures for alcohol testing will comply with Department of Transportation regulations.

No unauthorized personnel will be allowed in any area of the testing site. Only one (1) alcohol testing procedure will be conducted by a BAT at the same time.

The employee will provide his or her breath sample in a location that allows for privacy. The Employer agrees to recognize all employees' rights to privacy while being subjected to the testing process at all times and at all testing sites. Further, the Employer agrees that in all circumstances the employee's dignity will be considered and all necessary steps will be taken to ensure that the entire process does nothing to demean, embarrass or offend the employee unnecessarily. Testing will be under the direct observation of a Breath Alcohol Technician (BAT). All procedures shall be conducted in a professional, discreet and objective manner. Direct observation will be necessary in all cases.

The employee shall provide an adequate amount of breath for the Evidential Breath Testing device. If the individual is unable to provide a sufficient amount of breath, the BAT shall direct the individual to again attempt to provide a complete sample.

If an employee is unsuccessful in providing the requisite amount of breath, the Employer then must have the employee obtain, within five (5) days, an evaluation from a licensed physician selected by the Employer and the Local Union and who has the expertise in the medical issues concerning the employee's inability to provide an adequate amount of breath. If the physician is unable to determine that a medical condition has, or with a high degree of probability could have, precluded the employee from providing an adequate amount of breath, the employee's failure to provide an adequate amount of breath will be regarded as a refusal to take the test and subject the employee to discharge.

Section 13. Leave of Absence Prior to Testing

An employee shall be permitted to take leave of absence in accordance with the FMLA or applicable State leave laws for the purpose of undergoing treatment pursuant to an approved program of alcoholism or drug use. The leave of absence must be requested prior to the commission of any act subject to disciplinary action. This provision does not alter or amend the disciplinary provision (Article 35, Section 4 K) of this Section.

Before returning to work from a voluntary leave of absence, the employee must have completed any recommended treatment and taken a return to duty test, with a result of less than 0.02% BAC, and further be subject to six (6) unannounced follow-up alcohol tests in the first twelve (12) months following the employee's return to duty.

The Supplemental Agreements shall address the issue of an extra-board driver who, while at his home terminal, has consumed alcohol, is then called for dispatch and requests additional time off. Requesting time off under this provision shall not be used as a subterfuge to avoid taking a random alcohol (and/or drug) test.

Section 14. Disciplinary Action Based on Positive Test Results

A. First Positive Test

0.02% BAC-0.039% BAC
Out of Service for 24 hours

0.04% BAC Less than State DWI/DUI Limit
Out of Service for the length of time determined by the SAP with a minimum of twenty-four (24) hours

State DWI/DUI Limit and Above
Subject to discharge

B. Second Positive Test

0.02% BAC-0.039% BAC

Out of Service for a five (5) calendar day suspension

0.04% BAC-Less than State DWI/DUI Limit

Out of Service for the length of time determined by the SAP with a minimum of a twenty (20) calendar day suspension

State DWI/DUI Limit and Above

Subject to discharge

C. Third Positive Test

0.02% BAC-0.039% BAC

Out of Service for a fifteen (15) calendar day suspension

0.04% BAC-Less than State DWI/DUI Limit

Out of Service for the length of time determined by the SAP with minimum of a thirty (30) calendar day suspension

State DWI/DUI Limit and Above

Subject to discharge

D. Fourth Positive Test

0.02% BAC-0.039% BAC

Subject to discharge

0.04% BAC-Less than State DWI/DUI Limit

Subject to discharge

State DWI/DUI Limit and Above

Subject to discharge

E. An employee who is tested positive in a non-suspicion-based post-accident alcohol testing situation shall be subject to the following discipline for the positive alcohol test or the vehicular accident, whichever is greater:

First Non-Suspicion-Based Post-Accident Positive Test

- 0.02% BAC - 0.039% BAC - Thirty (30) calendar day suspension.
- 0.04% BAC and higher
- Subject to discharge.

Second Non-Suspicion-Based Post-Accident Positive Test

- 0.02% BAC and higher
Subject to discharge.

An employee's refusal to submit to any alcohol test will subject the employee to discharge.

Section 15. Return to Duty After a Positive (Greater than .04 to the State Limit)

Alcohol Test

Before returning to work the employee must be evaluated by a SAP, comply with any education and/or treatment recommended by the SAP, be re-evaluated by the SAP to determine compliance with recommended education and/or treatment, and take a return-to-duty alcohol test, showing a result of less than 0.02% BAC. The employee will be subject to at least six (6) unannounced follow-up alcohol and/or drug tests as determined by the SAP. The requirements of follow-up testing follow the employee through breaks in service (i.e. layoff, on-the-job injury, personal illness/injury, leave of absence, etc.). In addition the requirements of follow-up testing follow the employee to subsequent employers. The SAP has the authority to order any number of follow-up urine alcohol and/or drug tests and to extend the twelve (12) month period up to sixty (60) months.,

Section 16. Paid-for-time - Testing

Employees subject to testing and selected by the random selection process for alcohol testing shall be compensated at the regular straight time hourly rate of pay provided that the test is negative:

A. Random Alcohol Tests

- a. Paid for all time at the collection site.
- b. (1) for travel time one way if the collection site is reasonably en route between the employee's home and the public works facility, and the employee is going to or from work; or (2) for travel time both ways between the public works facility and the collection site, only if the collection site is not reasonably en route between the employee's home and the facility.
- c. When an employee is on the clock and a random alcohol test is taken any time during the employee's shift, and the shift ends after eight (8) hours, the employee is paid time and one-half for all time past the eight (8) hours.
- d. The Employer will not require the city employee to go for alcohol testing before the city employee's shift, provided the collection site is open during or immediately following the employee's shift.

-
- e. During an employee's shift, an employee will not be required to use his/her personal vehicle from the terminal to and from the collection site to take a random alcohol test.

B. Non-Suspicion-Based Post-Accident Testing

- a. In the event of a non-suspicion-based post-accident testing situation, where the employee has advised the Employer of the issuance of a citation for a moving violation, but the Employer does not direct the employee to be tested immediately, but sends the employee for testing at some later time (during the eight (8) hour period), the employee shall be paid for all time involved in testing, from the time the employee leaves home until the employee returns home after the test.

Section 17. Record Retention

The Employer shall maintain records in a secure manner so that disclosure of information to unauthorized persons does not occur.

Each Employer or its agent is required to maintain the following records for two years:

1. Records of the inspection and maintenance of each EBT used in employee testing;
2. Documentation of the Employer's compliance with the Quality Assurance Program for each EBT it uses for alcohol testing; and
3. Records of the training and proficiency testing of each BAT used in employee testing.

The Employer must maintain for five (5) years records pertaining to the calibration of each EBT used in alcohol testing, including records of the results of external calibration checks.

Section 18. Severability.

This Policy shall be construed in accordance with the applicable DOT guidelines. In the event of any conflict between a specific provision of this Policy and the DOT guidelines or any other applicable law, the law will govern in all cases.

The City of Berwyn



Nona N. Chapman
1st Ward Alderman

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6401 Fax: (708) 788-2675
www.berwyn-il.gov

Nona Chapman
1st Ward Alderman

Date: 12-19-2013

Mayor Robert J. Lovero
And Members of the Berwyn City Council

Ladies and Gentlemen:

A meeting of the Budget Committee was held

On 12-11-2013 at City Hall Council Chambers @ 4:00 p.m.

Those in attendance were: Alderman Nona Chapman, Alderman Ralph Avilia,
Alderman Jeff Boyajian and see attached sign in sheet.

The matter discussed was referral item# dated in regards to:
Budget Hearings for 2014 Budget Process - Today's Departments -
IT Department and PW Department @ 4:00 p.m.

It is the recommendation of the committee that The Budget committee will
continue with the 2014 Budget process. Please accept as Informational.

Voting Aye: 3

Voting Nay: 0

Adjourned: 5:15 p.m.

Nona N. Chapman
Nona Chapman-Chairman
Rafael Avila-Member
Jeffrey Boyajian-Member

Budget Committee Meeting.

12/11/13 4 PM

Brian Palet
David M. Jelonek
Randal Jones
Bob Schiller
Jim M
Donna Chapman
Karl Linn
JEFF Boyajian

City Hall
Finance Director
Asst. Finance Director
PW Director
IT Director
1st Ward Alderman
7th Ward Alderman
2nd Ward Ald.

Adjourn 5:15 PM



Denis O'Halloran
Fire Chief
do'halloran@ci.berwyn.il.us

Sam Molinaro
Assistant Fire Chief
smolinaro@ci.berwyn.il.us

BERWYN FIRE DEPARTMENT

6700 W. 26th Street • Berwyn, IL 60402-0701
708.788.2660 ext 3281
FAX 708.788.3039 • Emergency 9-1-1



Mayor Robert J. Lovero

December 19, 2013

To: Honorable Mayor Robert Lovero
Members of City Council

From: Fire Chief Denis O'Halloran

Re: 2013 Fire Prevention Poster Contest winners Recognition

Honorable Mayor Lovero & Members of City Council,

I would like to present the 2013 Fire Prevention Fire Safety Poster Contest winners. This contest was offered to third grades from all schools in Berwyn.

Denis O'Halloran

Fire Chief

The City of Berwyn



David M. Jelonek
Finance Director

J. J.

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To: City Council and Mayor Robert J. Lovero
From: David M. Jelonek *DJ*
Date: December 19, 2013
Subject: 2013 Tax levy abatement ordinances

Attached are eleven tax levy abatement ordinances for 2013. The abatement ordinances reflect reductions in the amounts that would have otherwise been levied for the purpose of debt service payments due for the 2002A, 2004, 2007A, 2007B, 2008, 2009 (October and December), 2010, 2011, 2012A, and 2013A bond issues. The abated portions of these debt service payments will be made from other sources such as TIF funds, the water fund or a 2014 bond refunding.

Please approve the attached ordinances at the December 23, 2013 meeting. Each will need to be approved individually.

Thank you.

ORDINANCE NO. ____

AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2013 TAX LEVY FOR THE GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2002A, OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS

WHEREAS, the City of Berwyn, Cook County, Illinois, adopted Ordinance No. 02-06, on March 12, 2002, entitled "An Ordinance Providing For The Issuance Of General Obligation Corporate Purpose Bonds, Series 2002A, Of The City Of Berwyn, Cook County, Illinois, Authorizing The Execution Of A Bond Order In Connection Therewith, And Providing For The Levy And Collection Of A Direct Annual Tax For The Payment Of The Principal Of And Interest On Said Bonds" (the "Ordinance"); and

WHEREAS, the City of Berwyn now has or will have on hand before the due date of the debt payments, on deposit from sources other than taxation, sufficient funds which are available to be used to pay the principal and interest in sufficient amounts to satisfy those requirements set forth in the Ordinance; and

NOW, THEREFORE, be it ordained by the Mayor and City Council of the City of Berwyn, Cook County, Illinois in the exercise of Berwyn's home rule powers as follows:

SECTION 1: The tax levy against all taxable property in the City of Berwyn as set forth in the Ordinance and the corresponding Bond Determination is abated as follows:

<u>Tax Year</u>	<u>Original Levy</u>	<u>Abatement</u>	<u>Tax Levy</u>
2013	\$415,000.00	\$415,000.00	\$0

The Mayor is hereby authorized to take all necessary steps, including seeking additional or increasing existing lines of credit, for the sole purpose of ensuring sufficient funds are available for the City to satisfy then applicable and outstanding debt service requirements.

SECTION 2: If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

SECTION 3: All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED this ____ day of December, 2013 pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Chapman				
Boyajian				
Paul				
Fejt				
Santoy				
Polashek				
Avila				
Laureto				
(Mayor Lovero)				
TOTAL				

APPROVED by the Mayor on December ____, 2013.

 Robert J. Lovero
 MAYOR

ATTEST:

 Thomas Pavlik
 CITY CLERK

The City of Berwyn




David M. Jelonek
Finance Director

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www.berwyn-il.gov

To: City Council and Mayor Robert J. Lovero
From: David M. Jelonek 
Date: December 19, 2013
Subject: 2013 Tax levy abatement ordinances

Attached are eleven tax levy abatement ordinances for 2013. The abatement ordinances reflect reductions in the amounts that would have otherwise been levied for the purpose of debt service payments due for the 2002A, 2004, 2007A, 2007B, 2008, 2009 (October and December), 2010, 2011, 2012A, and 2013A bond issues. The abated portions of these debt service payments will be made from other sources such as TIF funds, the water fund or a 2014 bond refunding.

Please approve the attached ordinances at the December 23, 2013 meeting. Each will need to be approved individually.

Thank you.

ORDINANCE NO. ____

AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2013 TAX LEVY FOR THE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2004, OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS

WHEREAS, the City of Berwyn, Cook County, Illinois, adopted Ordinance No. 04-04, on February 10, 2004, entitled "An Ordinance Providing For The Issuance Of General Obligation Refunding Bonds, Series 2004, Of The City Of Berwyn, Cook County, Illinois, Authorizing The Execution Of An Escrow Agreement And Providing For The Levy And Collection Of A Direct Annual Tax For The Payment Of The Principal Of And Interest On Said Bonds" (the "Ordinance"); and

WHEREAS, the City of Berwyn now has or will have on hand before the due date of the debt payments, on deposit from sources other than taxation, sufficient funds which are available to be used to pay the principal and interest in sufficient amounts to satisfy those requirements set forth in the Ordinance; and

NOW, THEREFORE, be it ordained by the Mayor and City Council of the City of Berwyn, Cook County, Illinois in the exercise of Berwyn's home rule powers as follows:

SECTION 1: The tax levy against all taxable property in the City of Berwyn as set forth in the Ordinance and the corresponding Bond Determination is abated as follows:

<u>Tax Year</u>	<u>Original Levy</u>	<u>Abatement</u>	<u>Tax Levy</u>
2013	\$1,743,000	\$1,743,000	\$0

The Mayor is hereby authorized to take all necessary steps, including seeking additional or increasing existing lines of credit, for the sole purpose of ensuring sufficient funds are available for the City to satisfy then applicable and outstanding debt service requirements.

SECTION 2: If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

SECTION 3: All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED this ____ day of December, 2013 pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Chapman				
Boyajian				
Paul				
Fejt				
Santoy				
Polashek				
Avila				
Laureto				
(Mayor Lovero)				
TOTAL				

APPROVED by the Mayor on December ____, 2013.

 Robert J. Lovero
 MAYOR

ATTEST:

 Thomas Pavlik
 CITY CLERK

The City of Berwyn

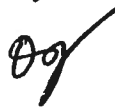


David M. Jelonek
Finance Director

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2567
www.berwyn-il.gov

To: City Council and Mayor Robert J. Lovero

From: David M. Jelonek 

Date: December 19, 2013

Subject: 2013 Tax levy abatement ordinances

Attached are eleven tax levy abatement ordinances for 2013. The abatement ordinances reflect reductions in the amounts that would have otherwise been levied for the purpose of debt service payments due for the 2002A, 2004, 2007A, 2007B, 2008, 2009 (October and December), 2010, 2011, 2012A, and 2013A bond issues. The abated portions of these debt service payments will be made from other sources such as TIF funds, the water fund or a 2014 bond refunding.

Please approve the attached ordinances at the December 23, 2013 meeting. Each will need to be approved individually.

Thank you.

ORDINANCE NO. ____

AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2013 TAX LEVY FOR THE GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2007A, OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS

WHEREAS, the City of Berwyn, Cook County, Illinois, adopted Ordinance No. 07-46, on July 31, 2007, entitled "An Ordinance Providing For The Issuance Of General Obligation Corporate Purpose Bonds, Series 2007A, Of The City Of Berwyn, Cook County, Illinois, Authorizing The Execution Of A Bond Order In Connection Therewith, And Providing For The Levy And Collection Of A Direct Annual Tax For The Payment Of The Principal Of And Interest On Said Bonds" (the "Ordinance"); and

WHEREAS, the City of Berwyn now has or will have on hand before the due date of the debt payments, on deposit from sources other than taxation, sufficient funds which are available to be used to pay the principal and interest in sufficient amounts to satisfy those requirements set forth in the Ordinance; and

NOW, THEREFORE, be it ordained by the Mayor and City Council of the City of Berwyn, Cook County, Illinois in the exercise of Berwyn's home rule powers as follows:

SECTION 1: The tax levy against all taxable property in the City of Berwyn as set forth in the Ordinance and the corresponding Bond Determination is abated as follows:

<u>Tax Year</u>	<u>Original Levy</u>	<u>Abatement</u>	<u>Tax Levy</u>
2013	\$1,408,250	\$1,408,250	\$0

The Mayor is hereby authorized to take all necessary steps, including seeking additional or increasing existing lines of credit, for the sole purpose of ensuring sufficient funds are available for the City to satisfy then applicable and outstanding debt service requirements.

SECTION 2: If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

SECTION 3: All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED this ____ day of December, 2013 pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Chapman				
Boyajian				
Paul				
Fejt				
Santoy				
Polashek				
Avila				
Laureto				
(Mayor Lovero)				
TOTAL				

APPROVED by the Mayor on December ____, 2013.

 Robert J. Lovero
 MAYOR

ATTEST:

 Thomas Pavlik
 CITY CLERK

The City of Berwyn




David M. Jelonek
Finance Director

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2600 Fax: (708) 788-2567
www.berwyn-il.gov

To: City Council and Mayor Robert J. Lovero

From: David M. Jelonek 

Date: December 19, 2013

Subject: 2013 Tax levy abatement ordinances

Attached are eleven tax levy abatement ordinances for 2013. The abatement ordinances reflect reductions in the amounts that would have otherwise been levied for the purpose of debt service payments due for the 2002A, 2004, 2007A, 2007B, 2008, 2009 (October and December), 2010, 2011, 2012A, and 2013A bond issues. The abated portions of these debt service payments will be made from other sources such as TIF funds, the water fund or a 2014 bond refunding.

Please approve the attached ordinances at the December 23, 2013 meeting. Each will need to be approved individually.

Thank you.

ORDINANCE NO. ____

AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2013 TAX LEVY FOR THE TAXABLE GENERAL OBLIGATION BONDS, SERIES 2007B, OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS

WHEREAS, the City of Berwyn, Cook County, Illinois, adopted Ordinance No. 07-47, on July 31, 2007, entitled "An Ordinance Providing For The Issuance Of Taxable General Obligation Bonds, Series 2007B, Of The City Of Berwyn, Cook County, Illinois, Authorizing The Execution Of An Escrow Agreement And Providing For The Levy And Collection Of A Direct Annual Tax For The Payment Of The Principal Of And Interest On Said Bonds" (the "Ordinance"); and

WHEREAS, the City of Berwyn now has or will have on hand before the due date of the debt payments, on deposit from sources other than taxation, sufficient funds which are available to be used to pay the principal and interest in sufficient amounts to satisfy those requirements set forth in the Ordinance; and

NOW, THEREFORE, be it ordained by the Mayor and City Council of the City of Berwyn, Cook County, Illinois in the exercise of Berwyn's home rule powers as follows:

SECTION 1: The tax levy against all taxable property in the City of Berwyn as set forth in the Ordinance and the corresponding Bond Determination is abated as follows:

<u>Tax Year</u>	<u>Original Levy</u>	<u>Abatement</u>	<u>Tax Levy</u>
2013	\$2,725,987	\$102,694	\$2,623,293

The Mayor is hereby authorized to take all necessary steps, including seeking additional or increasing existing lines of credit, for the sole purpose of ensuring sufficient funds are available for the City to satisfy then applicable and outstanding debt service requirements.

SECTION 2: If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

SECTION 3: All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED this ____ day of December, 2013 pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Chapman				
Boyajian				
Paul				
Fejt				
Santoy				
Polashek				
Avila				
Laureto				
(Mayor Lovero)				
TOTAL				

APPROVED by the Mayor on December ____, 2013.

 Robert J. Lovero
 MAYOR

ATTEST:

 Thomas Pavlik
 CITY CLERK

The City of Berwyn



David M. Jelonek
Finance Director

J-6

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2567
www.berwyn-il.gov

To: City Council and Mayor Robert J. Lovero
From: David M. Jelonek *DJ*
Date: December 19, 2013
Subject: 2013 Tax levy abatement ordinances

Attached are eleven tax levy abatement ordinances for 2013. The abatement ordinances reflect reductions in the amounts that would have otherwise been levied for the purpose of debt service payments due for the 2002A, 2004, 2007A, 2007B, 2008, 2009 (October and December), 2010, 2011, 2012A, and 2013A bond issues. The abated portions of these debt service payments will be made from other sources such as TIF funds, the water fund or a 2014 bond refunding.

Please approve the attached ordinances at the December 23, 2013 meeting. Each will need to be approved individually.

Thank you.

ORDINANCE NO. ____

AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2013 TAX LEVY FOR THE GENERAL OBLIGATION BONDS, SERIES 2008, OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS

WHEREAS, the City of Berwyn, Cook County, Illinois, adopted Ordinance No. 08-53, on September 23, 2008, entitled "An Ordinance Providing For The Issue Of \$7,620,000 General Obligation Bonds, Series 2008, Of The City Of Berwyn, Cook County, Illinois And For The Levy Of A Direct Annual Tax Sufficient To Pay The Principal And Interest On Said Bonds" (the "Ordinance"); and

WHEREAS, the City of Berwyn now has or will have on hand before the due date of the debt payments, on deposit from sources other than taxation, sufficient funds which are available to be used to pay the principal and interest in sufficient amounts to satisfy those requirements set forth in the Ordinance; and

NOW, THEREFORE, be it ordained by the Mayor and City Council of the City of Berwyn, Cook County, Illinois in the exercise of Berwyn's home rule powers as follows:

SECTION 1: The tax levy against all taxable property in the City of Berwyn as set forth in the Ordinance and the corresponding Bond Determination is abated as follows:

<u>Tax Year</u>	<u>Original Levy</u>	<u>Abatement</u>	<u>Tax Levy</u>
2013	\$360,273	\$360,273	\$0

The Mayor is hereby authorized to take all necessary steps, including seeking additional or increasing existing lines of credit, for the sole purpose of ensuring sufficient funds are available for the City to satisfy then applicable and outstanding debt service requirements.

SECTION 2: If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

SECTION 3: All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED this ____ day of December, 2013 pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Chapman				
Boyajian				
Paul				
Fejt				
Santoy				
Polashek				
Avila				
Laureto				
(Mayor Lovero)				
TOTAL				

APPROVED by the Mayor on December ____, 2013.

 Robert J. Lovero
 MAYOR

ATTEST:

 Thomas Pavlik
 CITY CLERK

The City of Berwyn




David M. Jelonek
Finance Director

5-1

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2567
www.berwyn-il.gov

To: City Council and Mayor Robert J. Lovero
From: David M. Jelonek 
Date: December 19, 2013
Subject: 2013 Tax levy abatement ordinances

Attached are eleven tax levy abatement ordinances for 2013. The abatement ordinances reflect reductions in the amounts that would have otherwise been levied for the purpose of debt service payments due for the 2002A, 2004, 2007A, 2007B, 2008, 2009 (October and December), 2010, 2011, 2012A, and 2013A bond issues. The abated portions of these debt service payments will be made from other sources such as TIF funds, the water fund or a 2014 bond refunding.

Please approve the attached ordinances at the December 23, 2013 meeting. Each will need to be approved individually.

Thank you.

ORDINANCE NO. ____

AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2013 TAX LEVY FOR THE GENERAL OBLIGATION BONDS, SERIES 2009 (DECEMBER), OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS

WHEREAS, the City of Berwyn, Cook County, Illinois, adopted Ordinance No. 09-13, on October 13, 2009, entitled "An Ordinance Providing For The Issuance Of General Obligation Bonds Of The City Of Berwyn, Cook County, Illinois, In The Aggregate Principal Amount Not To Exceed \$15,000,000 For The Purpose Of Refunding A Portion Of The City's Outstanding Bonds And Paying For The Costs Related Thereto And To The Issuance Of Such Bonds And For The Levy Of A Direct Annual Tax Sufficient To Pay The Principal Of And Interest On Said Bonds" (the "Ordinance"); and

WHEREAS, the City of Berwyn now has or will have on hand before the due date of the debt payments, on deposit from sources other than taxation, sufficient funds which are available to be used to pay the principal and interest in sufficient amounts to satisfy those requirements set forth in the Ordinance; and

NOW, THEREFORE, be it ordained by the Mayor and City Council of the City of Berwyn, Cook County, Illinois in the exercise of Berwyn's home rule powers as follows:

SECTION 1: The tax levy against all taxable property in the City of Berwyn as set forth in the Ordinance and the corresponding Bond Determination is abated as follows:

<u>Tax Year</u>	<u>Original Levy</u>	<u>Abatement</u>	<u>Tax Levy</u>
2013	\$278,850	\$278,850	\$0

The Mayor is hereby authorized to take all necessary steps, including seeking additional or increasing existing lines of credit, for the sole purpose of ensuring sufficient funds are available for the City to satisfy then applicable and outstanding debt service requirements.

SECTION 2: If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

SECTION 3: All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED this ____ day of December, 2013 pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Chapman				
Boyajian				
Paul				
Fejt				
Santoy				
Polashek				
Avila				
Laureto				
(Mayor Lovero)				
TOTAL				

APPROVED by the Mayor on December ____, 2013.

 Robert J. Lovero
 MAYOR

ATTEST:

 Thomas Pavlik
 CITY CLERK

The City of Berwyn




David M. Jelonek
Finance Director

J-8

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2567
www.berwyn-il.gov

To: City Council and Mayor Robert J. Lovero
From: David M. Jelonek 
Date: December 19, 2013
Subject: 2013 Tax levy abatement ordinances

Attached are eleven tax levy abatement ordinances for 2013. The abatement ordinances reflect reductions in the amounts that would have otherwise been levied for the purpose of debt service payments due for the 2002A, 2004, 2007A, 2007B, 2008, 2009 (October and December), 2010, 2011, 2012A, and 2013A bond issues. The abated portions of these debt service payments will be made from other sources such as TIF funds, the water fund or a 2014 bond refunding.

Please approve the attached ordinances at the December 23, 2013 meeting. Each will need to be approved individually.

Thank you.

ORDINANCE NO. ____

AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2013 TAX LEVY FOR THE GENERAL OBLIGATION BONDS, SERIES 2009 (OCTOBER), OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS

WHEREAS, the City of Berwyn, Cook County, Illinois, adopted Ordinance No. 09-13, on October 13, 2009, entitled "An Ordinance Providing For The Issuance Of General Obligation Bonds Of The City Of Berwyn, Cook County, Illinois, In The Aggregate Principal Amount Not To Exceed \$15,000,000 For The Purpose Of Refunding A Portion Of The City's Outstanding Bonds And Paying For The Costs Related Thereto And To The Issuance Of Such Bonds And For The Levy Of A Direct Annual Tax Sufficient To Pay The Principal Of And Interest On said Bonds" (the "Ordinance"); and

WHEREAS, the City of Berwyn now has or will have on hand before the due date of the debt payments, on deposit from sources other than taxation, sufficient funds which are available to be used to pay the principal and interest in sufficient amounts to satisfy those requirements set forth in the Ordinance; and

NOW, THEREFORE, be it ordained by the Mayor and City Council of the City of Berwyn, Cook County, Illinois in the exercise of Berwyn's home rule powers as follows:

SECTION 1: The tax levy against all taxable property in the City of Berwyn as set forth in the Ordinance and the corresponding Bond Determination is abated as follows:

<u>Tax Year</u>	<u>Original Levy</u>	<u>Abatement</u>	<u>Tax Levy</u>
2013	\$245,338	\$245,338	\$0

The Mayor is hereby authorized to take all necessary steps, including seeking additional or increasing existing lines of credit, for the sole purpose of ensuring sufficient funds are available for the City to satisfy then applicable and outstanding debt service requirements.

SECTION 2: If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

SECTION 3: All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED this ____ day of December, 2013 pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Chapman				
Boyajian				
Paul				
Fejt				
Santoy				
Polashek				
Avila				
Laureto				
(Mayor Lovero)				
TOTAL				

APPROVED by the Mayor on December ____, 2013.

 Robert J. Lovero
 MAYOR

ATTEST:

 Thomas Pavlik
 CITY CLERK

The City of Berwyn




David M. Jelonek
Finance Director

JA

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2567
www.berwyn-il.gov

To: City Council and Mayor Robert J. Lovero
From: David M. Jelonek 
Date: December 19, 2013
Subject: 2013 Tax levy abatement ordinances

Attached are eleven tax levy abatement ordinances for 2013. The abatement ordinances reflect reductions in the amounts that would have otherwise been levied for the purpose of debt service payments due for the 2002A, 2004, 2007A, 2007B, 2008, 2009 (October and December), 2010, 2011, 2012A, and 2013A bond issues. The abated portions of these debt service payments will be made from other sources such as TIF funds, the water fund or a 2014 bond refunding.

Please approve the attached ordinances at the December 23, 2013 meeting. Each will need to be approved individually.

Thank you.

ORDINANCE NO. ____

AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2013 TAX LEVY FOR THE GENERAL OBLIGATION BONDS, SERIES 2010, OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS

WHEREAS, the City of Berwyn, Cook County, Illinois, adopted Ordinance No. 10-64, on October 12, 2010, entitled "An Ordinance Providing For The Issuance Of General Obligation Bonds Of The City Of Berwyn, Cook County, Illinois, In The Aggregate Principal Amount Not To Exceed \$10,000,000 For The Purpose Of Refunding A Portion Of The City's Outstanding Bonds And Paying For The Costs Of Certain Capital Projects Including Water Projects And Other Economic Development Projects And Costs Related Thereto And To The Issuance Of Such Bonds And For The Levy Of A Direct Annual Tax Sufficient To Pay The Principal Of And Interest On Said Bonds" (the "Ordinance"); and

WHEREAS, the City of Berwyn now has or will have on hand before the due date of the debt payments, on deposit from sources other than taxation, sufficient funds which are available to be used to pay the principal and interest in sufficient amounts to satisfy those requirements set forth in the Ordinance; and

NOW, THEREFORE, be it ordained by the Mayor and City Council of the City of Berwyn, Cook County, Illinois in the exercise of Berwyn's home rule powers as follows:

SECTION 1: The tax levy against all taxable property in the City of Berwyn as set forth in the Ordinance and the corresponding Bond Determination is abated as follows:

<u>Tax Year</u>	<u>Original Levy</u>	<u>Abatement</u>	<u>Tax Levy</u>
2013	\$605,469	\$605,469	\$0

The Mayor is hereby authorized to take all necessary steps, including seeking additional or increasing existing lines of credit, for the sole purpose of ensuring sufficient funds are available for the City to satisfy then applicable and outstanding debt service requirements.

SECTION 2: If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

SECTION 3: All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED this ____ day of December, 2013 pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Chapman				
Boyajian				
Paul				
Fejt				
Santoy				
Polashek				
Avila				
Laureto				
(Mayor Lovero)				
TOTAL				

APPROVED by the Mayor on December ____, 2013.

 Robert J. Lovero
 MAYOR

ATTEST:

 Thomas Pavlik
 CITY CLERK

The City of Berwyn

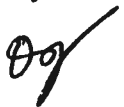


David M. Jelonek
Finance Director

J-10

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2567
www.berwyn-il.gov

To: City Council and Mayor Robert J. Lovero
From: David M. Jelonek 
Date: December 19, 2013
Subject: 2013 Tax levy abatement ordinances

Attached are eleven tax levy abatement ordinances for 2013. The abatement ordinances reflect reductions in the amounts that would have otherwise been levied for the purpose of debt service payments due for the 2002A, 2004, 2007A, 2007B, 2008, 2009 (October and December), 2010, 2011, 2012A, and 2013A bond issues. The abated portions of these debt service payments will be made from other sources such as TIF funds, the water fund or a 2014 bond refunding.

Please approve the attached ordinances at the December 23, 2013 meeting. Each will need to be approved individually.

Thank you.

ORDINANCE NO. ____

AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2013 TAX LEVY FOR THE GENERAL OBLIGATION BONDS, SERIES 2011, OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS

WHEREAS, the City of Berwyn, Cook County, Illinois, adopted Ordinance No. 11-36, on September 27, 2011, entitled "An Ordinance Providing For The Issuance Of General Obligation Bonds Of The City Of Berwyn, Cook County, Illinois, In The Aggregate Principal Amount Not To Exceed \$11,000,000 For The Purpose Of Refunding A Portion Of The City's Outstanding Bonds And Paying For The Costs Of Certain Capital Projects Including Water And Sewer Projects And Other Economic Development Projects And Costs Related Thereto And To The Issuance Of Such Bonds And For The Levy Of A Direct Annual Tax Sufficient To Pay The Principal Of And Interest On Said Bonds" (the "Ordinance"); and

WHEREAS, the City of Berwyn now has or will have on hand before the due date of the debt payments, on deposit from sources other than taxation, sufficient funds which are available to be used to pay the principal and interest in sufficient amounts to satisfy those requirements set forth in the Ordinance; and

NOW, THEREFORE, be it ordained by the Mayor and City Council of the City of Berwyn, Cook County, Illinois in the exercise of Berwyn's home rule powers as follows:

SECTION 1: The tax levy against all taxable property in the City of Berwyn as set forth in the Ordinance and the corresponding Bond Determination is abated as follows:

<u>Tax Year</u>	<u>Original Levy</u>	<u>Abatement</u>	<u>Tax Levy</u>
2013	\$317,688	\$317,688	\$0

The Mayor is hereby authorized to take all necessary steps, including seeking additional or increasing existing lines of credit, for the sole purpose of ensuring sufficient funds are available for the City to satisfy then applicable and outstanding debt service requirements.

SECTION 2: If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

SECTION 3: All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED this ____ day of December, 2013 pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Chapman				
Boyajian				
Paul				
Fejt				
Santoy				
Polashek				
Avila				
Laureto				
(Mayor Lovero)				
TOTAL				

APPROVED by the Mayor on December ____, 2013.

 Robert J. Lovero
 MAYOR

ATTEST:

 Thomas Pavlik
 CITY CLERK

The City of Berwyn

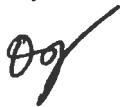


David M. Jelonek
Finance Director

5-11

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2567
www.berwyn-il.gov

To: City Council and Mayor Robert J. Lovero
From: David M. Jelonek 
Date: December 19, 2013
Subject: 2013 Tax levy abatement ordinances

Attached are eleven tax levy abatement ordinances for 2013. The abatement ordinances reflect reductions in the amounts that would have otherwise been levied for the purpose of debt service payments due for the 2002A, 2004, 2007A, 2007B, 2008, 2009 (October and December), 2010, 2011, 2012A, and 2013A bond issues. The abated portions of these debt service payments will be made from other sources such as TIF funds, the water fund or a 2014 bond refunding.

Please approve the attached ordinances at the December 23, 2013 meeting. Each will need to be approved individually.

Thank you.

ORDINANCE NO. ____

AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2013 TAX LEVY FOR THE GENERAL OBLIGATION BONDS, SERIES 2012A, OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS

WHEREAS, the City of Berwyn, Cook County, Illinois, adopted Ordinance No. 12-23, on October 23, 2012, entitled "An Ordinance Authorizing And Providing For The Issuance Of General Obligation Bonds, Series 2012A, Of The City Of Berwyn, Cook County, Illinois, In The Aggregate Principal Amount Not To Exceed \$8,500,000 For The Purpose Of Refunding A Portion Of The City's Outstanding Bonds And Paying For The Costs Of Certain Capital Projects And Costs Related Thereto And To The Issuance Of Such Bonds, Authorizing The Execution Of A Bond Order, And Providing For The Levy And Collection Of A Direct Annual Tax For The Payment Of The Principal Of And Interest On Said Bonds" (the "Ordinance"); and

WHEREAS, the City of Berwyn now has or will have on hand before the due date of the debt payments, on deposit from sources other than taxation, sufficient funds which are available to be used to pay the principal and interest in sufficient amounts to satisfy those requirements set forth in the Ordinance; and

NOW, THEREFORE, be it ordained by the Mayor and City Council of the City of Berwyn, Cook County, Illinois in the exercise of Berwyn's home rule powers as follows:

SECTION 1: The tax levy against all taxable property in the City of Berwyn as set forth in the Ordinance and the corresponding Bond Determination is abated as follows:

<u>Tax Year</u>	<u>Original Levy</u>	<u>Abatement</u>	<u>Tax Levy</u>
2013	\$277,595	\$218,708	\$58,887

The Mayor is hereby authorized to take all necessary steps, including seeking additional or increasing existing lines of credit, for the sole purpose of ensuring sufficient funds are available for the City to satisfy then applicable and outstanding debt service requirements.

SECTION 2: If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

SECTION 3: All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED this ____ day of December, 2013 pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Chapman				
Boyajian				
Paul				
Fejt				
Santoy				
Polashek				
Avila				
Laureto				
(Mayor Lovero)				
TOTAL				

APPROVED by the Mayor on December ____, 2013.

 Robert J. Lovero
 MAYOR

ATTEST:

 Thomas Pavlik
 CITY CLERK

The City of Berwyn

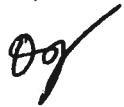


David M. Jelonek
Finance Director

J-12

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2567
www.berwyn-il.gov

To: City Council and Mayor Robert J. Lovero
From: David M. Jelonek 
Date: December 19, 2013
Subject: 2013 Tax levy abatement ordinances

Attached are eleven tax levy abatement ordinances for 2013. The abatement ordinances reflect reductions in the amounts that would have otherwise been levied for the purpose of debt service payments due for the 2002A, 2004, 2007A, 2007B, 2008, 2009 (October and December), 2010, 2011, 2012A, and 2013A bond issues. The abated portions of these debt service payments will be made from other sources such as TIF funds, the water fund or a 2014 bond refunding.

Please approve the attached ordinances at the December 23, 2013 meeting. Each will need to be approved individually.

Thank you.

ORDINANCE NO. ____

AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2013 TAX LEVY FOR THE GENERAL OBLIGATION BONDS, SERIES 2013A, OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS

WHEREAS, the City of Berwyn, Cook County, Illinois, adopted Ordinance No. 13-25, on October 8, 2013, entitled "An Ordinance Authorizing And Providing For The Issuance Of General Obligation Bonds, Series 2013A, Of The City Of Berwyn, Cook County, Illinois, In The Aggregate Principal Amount Not To Exceed \$6,800,000 For The Purpose Of Refunding A Portion Of The City's Outstanding Bonds And Paying For The Costs Of Certain Capital Projects And Costs Related Thereto And To The Issuance Of Such Bonds, Authorizing The Execution Of A Bond Order, And Providing For The Levy And Collection Of A Direct Annual Tax For The Payment Of The Principal Of And Interest On Said Bonds" (the "Ordinance"); and

WHEREAS, the City of Berwyn now has or will have on hand before the due date of the debt payments, on deposit from sources other than taxation, sufficient funds which are available to be used to pay the principal and interest in sufficient amounts to satisfy those requirements set forth in the Ordinance; and

NOW, THEREFORE, be it ordained by the Mayor and City Council of the City of Berwyn, Cook County, Illinois in the exercise of Berwyn's home rule powers as follows:

SECTION 1: The tax levy against all taxable property in the City of Berwyn as set forth in the Ordinance and the corresponding Bond Determination is abated as follows:

<u>Tax Year</u>	<u>Original Levy</u>	<u>Abatement</u>	<u>Tax Levy</u>
2013	\$304,267	\$77,616	\$226,651

The Mayor is hereby authorized to take all necessary steps, including seeking additional or increasing existing lines of credit, for the sole purpose of ensuring sufficient funds are available for the City to satisfy then applicable and outstanding debt service requirements.

SECTION 2: If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

SECTION 3: All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED this ____ day of December, 2013 pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Chapman				
Boyajian				
Paul				
Fejt				
Santoy				
Polashek				
Avila				
Laureto				
(Mayor Lovero)				
TOTAL				

APPROVED by the Mayor on December ____, 2013.

 Robert J. Lovero
 MAYOR

ATTEST:

 Thomas Pavlik
 CITY CLERK

The City of Berwyn



Anthony T. Bertuca
City Attorney

J-13

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2567
www.berwyn-il.gov

December 23, 2013

Thomas J. Pavlik
City Clerk
City of Berwyn
6700 W. 26th Street
Berwyn, Illinois 60402

Re: 13 WC 16746

Dear Mr. Pavlik:

Please put this item on the December 23, 2013 agenda authorizing the settlement of the above referenced matter for the total of \$104,367.00, based upon City Council authority granted in Executive Session.

Very truly yours,

Anthony T. Bertuca
City Attorney

The City of Berwyn

JF-14



Anthony T. Bertuca
City Attorney

A Century of Progress with Pride

December 18, 2013

Honorable Mayor, Robert J. Lovero
And Members of the Berwyn City Council

Re: Agreed License Hearing Order – Ace of Fades

Ladies and Gentlemen:

For informational purposes, enclosed please find a copy of the Order issued after the Business License Hearing which was held on December 11, 2013.

Respectfully Submitted,

Anthony T. Bertuca

Anthony T. Bertuca
City Attorney

CITY OF BERWYN
Robert J. Lovero
Mayor

LICENSEE: Mr. Rafael Pellot, Jr.)
6512 W. Cermak)
Berwyn, IL 60402)
)
& Mr. Rafael Pellot, Jr.)
2129 Highland) **Case No. 13-L-09**
Berwyn, IL 60402)
)
LOCATION: Ace of Fades)
6512 W. Cermak Road)
Berwyn, IL 60402)

AGREED ORDER

This matter having come before the City of Berwyn Mayor. Robert J. Lovero, for a scheduled License Revocation Hearing, all parties being present and all facts in Berwyn Police Department Report #13-12179 being stipulated to:

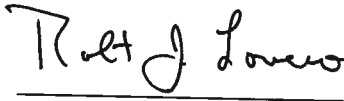
It is hereby Ordered that:

The Licensee, Mr. Rafael Pellot, Jr., of the Ace of Fades located at 6512 W. Cermak Road shall receive a three day license suspension;

The business shall be closed on December 15, 16 & 17, 2013;

There shall be no fine assessed.

Dated: December 11, 2013

Enter: 
Robert J Lovero
Mayor

THE FAILURE OF THE LICENSEE TO COMPLY WITH THIS MAY SUBJECT THE
LICENSEE TO FURTHER PROCEEDINGS AND PENALTIES.



2701 S. Harlem Avenue
Berwyn, IL 60402-2140
(708) 795-8000
Fax (708) 795-8101
www.berwynlibrary.org

December 16, 2013

Honorable Mayor Robert J. Lovero
Members of the City Council
City of Berwyn

Re: Authorization to advertise and hire a Librarian I - Collection Management, and to promote Esther Chase to Librarian I – Outreach and Jessica C. Vela to Circulation Department Head.

Dear Mayor Lovero and Members of City Council:

Librarian I - Collection Management

The Library Department is requesting authorization to create a Librarian I position to improve work flow and efficiency in getting new materials processed and on the shelves in a timelier manner. The primary duties of this position are the cataloging and processing of children's materials.

Library Assistant II – Outreach to Librarian II – Outreach for Esther Chase

Esther Chase has developed the library's adult ESL and basic education program. In 2014 she will be adding two additional off-site locations to the program. Currently the library offers GED, ESL, adult basic education and citizen classes at the library and weekly classes at Freedom Middle school. We will be adding classes for District 98 parents at Havlicek and Prairie Oak. These programs are at a professional level and she needs to be appropriately compensated.

Circulation Supervisor to Circulation Department Head for Jessica C. Vela

Crystal Vela has had this position for three years. After the staff restructuring this year, she now supervises the largest staff within the library. The Circulation Department is responsible for checking out and in materials, deliveries, and program registration. She is part of the management team and is responsible for monthly department reports and statistics. We would like to make the position a Department Head to stay consistent with all the other library departments.

Funding for the new Collection Management position and the two promotions are included in the proposed FY2014 budget. The Library Board of Trustees reviewed these changes at the October 21, 2013 meeting. Your consideration and concurrence of this request is appreciated.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read 'Tammy Clausen'.

Tammy Clausen, Library Director

The City of Berwyn



Nona N. Chapman
1st Ward Alderman

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6401 Fax: (708) 788-2675
www.berwyn-il.gov

December 19, 2013

Mayor Robert J. Lovero
Members of the City Council
City of Berwyn

SUBJECT: Payroll December 18, 2013

Ladies and Gentlemen:

The current payroll has been prepared for review by the finance department and is ready for approval at the December 23, 2013 meeting.

Payroll: December 18, 2013 in the amount of \$1,165,010.82.

Respectfully Submitted,

Nona N. Chapman
Budget Committee Chairman

The City of Berwyn



Nona N. Chapman
1st Ward Alderman

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6401 Fax: (708) 788-2675
www.berwyn-il.gov

December 19, 2013
Mayor Robert J. Lovero
Members of the City Council
City of Berwyn

SUBJECT: Payables December 23, 2013

Ladies and Gentlemen:

The current payables were prepared for review by the finance department and are ready for approval at the December 23, 2013 meeting.

Total Payables: December 23, 2013 in the amount of \$1,002,433.86.

Respectfully Submitted,

Nona N. Chapman
Budget Committee Chairman

Payment Register

From Payment Date: 12/20/2012 - To Payment Date: 12/20/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
01 - General Cash									
Check									
25109	12/09/2013	Open			Accounts Payable	Martin-Aire Heating & Cooling, Inc.	\$1,850.00		
25110	12/11/2013	Open			Accounts Payable	Reserve Account	\$10,000.00		
25111	12/16/2013	Open			Accounts Payable	William F. Hiller Jr.	\$2,674.04		
25112	12/20/2013	Open			Accounts Payable	ABC Automotive Electronics	\$202.00		
25113	12/20/2013	Open			Accounts Payable	ABC Commercial Maintenance Services, Inc.	\$2,300.00		
25114	12/20/2013	Open			Accounts Payable	Affiliated Customer Service, Inc.	\$91.00		
25115	12/20/2013	Open			Accounts Payable	Air One Equipment, Inc.	\$913.00		
25116	12/20/2013	Open			Accounts Payable	Airgas North Central	\$126.12		
25117	12/20/2013	Open			Accounts Payable	AI Warren Oil Company	\$43,883.15		
25118	12/20/2013	Open			Accounts Payable	Alliance Entertainment	\$736.94		
25119	12/20/2013	Open			Accounts Payable	Annette Favia	\$852.50		
25120	12/20/2013	Open			Accounts Payable	Associated Tire and Battery	\$248.00		
25121	12/20/2013	Open			Accounts Payable	AT & T	\$256.16		
25122	12/20/2013	Open			Accounts Payable	AT & T	\$3,631.75		
25123	12/20/2013	Open			Accounts Payable	AT&T	\$1,652.79		
25124	12/20/2013	Open			Accounts Payable	B. Davids Landscaping	\$15,395.00		
25125	12/20/2013	Open			Accounts Payable	Baker & Taylor Entertainment, Inc.	\$384.63		
25126	12/20/2013	Open			Accounts Payable	Barge Terminal & Trucking	\$3,551.32		
25127	12/20/2013	Open			Accounts Payable	Bayscan Technologies	\$172.00		
25128	12/20/2013	Open			Accounts Payable	Berwyn Development Corporation	\$50,427.17		
25129	12/20/2013	Open			Accounts Payable	Berwyn Park District	\$250.00		
25130	12/20/2013	Open			Accounts Payable	Bio-Tron, Inc.	\$635.00		
25131	12/20/2013	Open			Accounts Payable	Blue Moon Productions, Inc.	\$100.00		
25132	12/20/2013	Open			Accounts Payable	Brian Koski	\$2,715.00		
25133	12/20/2013	Open			Accounts Payable	Cassidy Tire	\$60.00		
25134	12/20/2013	Open			Accounts Payable	CDW Government, Inc.	\$2,227.00		
25135	12/20/2013	Open			Accounts Payable	CenterPoint Energy Services, Inc.	\$6,824.48		
25136	12/20/2013	Open			Accounts Payable	Chicago Badge Company	\$95.93		
25137	12/20/2013	Open			Accounts Payable	Chicago Office Technology Group	\$585.50		
25138	12/20/2013	Open			Accounts Payable	Citadel	\$180.00		
25139	12/20/2013	Open			Accounts Payable	ClearView Plumbing & Sewer, Inc.	\$1,975.46		
25140	12/20/2013	Open			Accounts Payable	College of DuPage	\$195.00		
25141	12/20/2013	Open			Accounts Payable	Comcast Cable	\$261.50		
25142	12/20/2013	Open			Accounts Payable	ComEd	\$222.48		
25143	12/20/2013	Open			Accounts Payable	Complete Temperature Systems, Inc.	\$2,147.00		
25144	12/20/2013	Open			Accounts Payable	Computer COP Software Corp.	\$13,340.00		
25145	12/20/2013	Open			Accounts Payable	Conserv FS, Inc.	\$942.56		
25146	12/20/2013	Open			Accounts Payable	Constellation New Energy, Inc.	\$1,001.44		
25147	12/20/2013	Open			Accounts Payable	Consumer Reports Money Adviser	\$29.00		
25148	12/20/2013	Open			Accounts Payable	Day & Robert, P.C.	\$10,300.12		
25149	12/20/2013	Open			Accounts Payable	Deece Automotive	\$280.90		
25150	12/20/2013	Open			Accounts Payable	Del Galdo Law Group, LLC	\$28,147.23		
25151	12/20/2013	Open			Accounts Payable	Diamond Graphics, Inc.	\$1,616.00		
25152	12/20/2013	Open			Accounts Payable	E & M Maintenance Group	\$3,160.00		
25153	12/20/2013	Open			Accounts Payable	Emergency Medical Products, Inc.	\$16.69		
25154	12/20/2013	Open			Accounts Payable	Federal Express Corporation	\$137.92		
25155	12/20/2013	Open			Accounts Payable	Felco Vending, Inc.	\$246.75		

COUNCIL PACKET 100

Payment Register

From Payment Date: 12/20/2012 - To Payment Date: 12/20/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
25156	12/20/2013	Open			Accounts Payable	Film Ideas, Inc.	\$241.95		
25157	12/20/2013	Open			Accounts Payable	For the Game	\$175.00		
25158	12/20/2013	Open			Accounts Payable	Frank Novotny & Associates	\$207,526.56		
25159	12/20/2013	Open			Accounts Payable	Frank Novotny & Associates	\$2,128.50		
25160	12/20/2013	Open			Accounts Payable	Freeway Ford Truck Sales, Inc.	\$140.63		
25161	12/20/2013	Open			Accounts Payable	Fulmer Locksmith Service, Inc.	\$113.50		
25162	12/20/2013	Open			Accounts Payable	Gabriel Sales	\$10.98		
25163	12/20/2013	Open			Accounts Payable	Gale / Cengage	\$107.20		
25164	12/20/2013	Open			Accounts Payable	Giordano Manfredini	\$924.98		
25165	12/20/2013	Open			Accounts Payable	Goldstine.Skrodzki,Russian,Nemec & Hoff, L.TD.	\$45,665.60		
25166	12/20/2013	Open			Accounts Payable	Grainger	\$242.26		
25167	12/20/2013	Open			Accounts Payable	Green Earth Supply	\$2,484.05		
25168	12/20/2013	Open			Accounts Payable	H. J. Mohr & Sons Company	\$625.00		
25169	12/20/2013	Open			Accounts Payable	Heartland Consultants, Inc.	\$139.00		
25170	12/20/2013	Open			Accounts Payable	High PSI, LTD	\$960.05		
25171	12/20/2013	Open			Accounts Payable	Hinckley Springs	\$10.13		
25172	12/20/2013	Open			Accounts Payable	Home Depot Credit Services	\$191.20		
25173	12/20/2013	Open			Accounts Payable	Horizon Screening	\$1,040.00		
25174	12/20/2013	Open			Accounts Payable	Illinois Association of Park Districts	\$864.17		
25175	12/20/2013	Open			Accounts Payable	Illinois Dept of Public Health	\$200.00		
25176	12/20/2013	Open			Accounts Payable	Illinois Office of the State Fire Marshall	\$100.00		
25177	12/20/2013	Open			Accounts Payable	Illinois Paper & Copier Company	\$570.87		
25178	12/20/2013	Open			Accounts Payable	Ingram Library Services	\$4,204.21		
25179	12/20/2013	Open			Accounts Payable	J. Nardulli Concrete, Inc.	\$111,784.50		
25180	12/20/2013	Open			Accounts Payable	J. R. Carpet, Inc.	\$2,650.00		
25181	12/20/2013	Open			Accounts Payable	Jack's Rental, Inc.	\$3,687.37		
25182	12/20/2013	Open			Accounts Payable	Jack's Rental, Inc.	\$69.12		
25183	12/20/2013	Open			Accounts Payable	Jack's Rental, Inc.	\$14.99		
25184	12/20/2013	Open			Accounts Payable	James D. Ritz	\$20.00		
25185	12/20/2013	Open			Accounts Payable	JNC Consulting, Inc.	\$3,200.00		
25186	12/20/2013	Open			Accounts Payable	Joe Rizza Ford	\$1,592.09		
25187	12/20/2013	Open			Accounts Payable	Joy of the Game,LLC	\$195.00		
25188	12/20/2013	Open			Accounts Payable	K's Quality Construction, Inc.	\$3,247.00		
25189	12/20/2013	Open			Accounts Payable	Key Equipment Finance	\$4,452.00		
25190	12/20/2013	Open			Accounts Payable	L - K Fire Extinguisher Service	\$152.00		
25191	12/20/2013	Open			Accounts Payable	Lawndale News	\$197.70		
25192	12/20/2013	Open			Accounts Payable	Lexisnexis Risk & Information Analytics Group	\$225.00		
25193	12/20/2013	Open			Accounts Payable	LIBROSBOKS LLC	\$69.75		
25194	12/20/2013	Open			Accounts Payable	Lyons Tree Service, Inc.	\$46,311.00		
25195	12/20/2013	Open			Accounts Payable	Mary Ellen Depcik	\$142.39		
25196	12/20/2013	Open			Accounts Payable	McDonald Modular Solutions, Inc.	\$285.00		
25197	12/20/2013	Open			Accounts Payable	McDonough Mechanical Services, Inc.	\$4,545.46		
25198	12/20/2013	Open			Accounts Payable	Medical Reimbursement Services, Inc.	\$3,158.89		
25199	12/20/2013	Open			Accounts Payable	Menards	\$69.79		
25200	12/20/2013	Open			Accounts Payable	Menards	\$112.87		
25201	12/20/2013	Open			Accounts Payable	Mergent, Inc.	\$1,758.00		

Payment Register

From Payment Date: 12/20/2012 - To Payment Date: 12/20/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
25202	12/20/2013	Open			Accounts Payable	MES - Illinois	\$137.50		
25203	12/20/2013	Open			Accounts Payable	Micro Marketing, LLC	\$612.97		
25204	12/20/2013	Open			Accounts Payable	Midwest Tape	\$1,010.46		
25205	12/20/2013	Open			Accounts Payable	Mike & Sons	\$1,225.90		
25206	12/20/2013	Open			Accounts Payable	National Power Rodding Corp.	\$7,967.10		
25207	12/20/2013	Open			Accounts Payable	National Seed	\$613.00		
25208	12/20/2013	Open			Accounts Payable	Neal & Leroy, LLC	\$17,616.68		
25209	12/20/2013	Open			Accounts Payable	Nextel Communications	\$61.00		
25210	12/20/2013	Open			Accounts Payable	Nicor Gas	\$366.94		
25211	12/20/2013	Open			Accounts Payable	Northeast Multi-Regional Training, Inc.	\$150.00		
25212	12/20/2013	Open			Accounts Payable	Northeastern Illinois Public Safety Training Acad	\$200.00		
25213	12/20/2013	Open			Accounts Payable	Occupational Health & Immediate Care of MacNeal	\$200.00		
25214	12/20/2013	Open			Accounts Payable	Odelson & Sterk, LTD	\$660.00		
25215	12/20/2013	Open			Accounts Payable	Office Depot	\$55.94		
25216	12/20/2013	Open			Accounts Payable	Office Equipment Sales	\$1,287.25		
25217	12/20/2013	Open			Accounts Payable	Ogden Carwash	\$11.00		
25218	12/20/2013	Open			Accounts Payable	Oldies.com	\$300.79		
25219	12/20/2013	Open			Accounts Payable	Oriental Trading Company	\$493.25		
25220	12/20/2013	Open			Accounts Payable	Overdrive	\$876.27		
25221	12/20/2013	Open			Accounts Payable	P. F. Pettibone	\$392.15		
25222	12/20/2013	Open			Accounts Payable	Paul Conway Shields	\$170.00		
25223	12/20/2013	Open			Accounts Payable	Pirtek McKinley Park	\$1,843.29		
25224	12/20/2013	Open			Accounts Payable	Professional Pest Control, Inc.	\$65.00		
25225	12/20/2013	Open			Accounts Payable	R.D.V. Electric, Inc.	\$1,900.00		
25226	12/20/2013	Open			Accounts Payable	Random House, Inc.	\$105.00		
25227	12/20/2013	Open			Accounts Payable	Reliable Materials	\$2,430.00		
25228	12/20/2013	Open			Accounts Payable	Research Technology International	\$474.95		
25229	12/20/2013	Open			Accounts Payable	Restore Construction, Inc.	\$2,618.00		
25230	12/20/2013	Open			Accounts Payable	Richard C. Dahms	\$1,620.00		
25231	12/20/2013	Open			Accounts Payable	Robert Biziarek	\$245.00		
25232	12/20/2013	Open			Accounts Payable	Robert R. Andreas & Sons	\$10,609.00		
25233	12/20/2013	Open			Accounts Payable	Romeoville Fire Academy	\$3,740.00		
25234	12/20/2013	Open			Accounts Payable	Ronald Pedecone	\$2,276.49		
25235	12/20/2013	Open			Accounts Payable	Roscoe Company	\$1,217.58		
25236	12/20/2013	Open			Accounts Payable	Sam's Club / GECRB	\$1,308.63		
25237	12/20/2013	Open			Accounts Payable	Sam's Club / GECRB	\$1,230.14		
25238	12/20/2013	Open			Accounts Payable	Secretary of State	\$10.00		
25239	12/20/2013	Open			Accounts Payable	Secretary of State	\$196.00		
25240	12/20/2013	Open			Accounts Payable	Sensit Technologies	\$232.30		
25241	12/20/2013	Open			Accounts Payable	SEPS, Inc.	\$418.75		
25242	12/20/2013	Open			Accounts Payable	Skylite West Banquets	\$3,000.00		
25243	12/20/2013	Open			Accounts Payable	Sprint	\$1,701.36		
25244	12/20/2013	Open			Accounts Payable	Sprint	\$549.69		
25245	12/20/2013	Open			Accounts Payable	Standard Equipment Company	\$19,143.89		
25246	12/20/2013	Open			Accounts Payable	Storino, Ramello & Durkin	\$2,935.35		
25247	12/20/2013	Open			Accounts Payable	Strically Sewers	\$2,700.00		
25248	12/20/2013	Open			Accounts Payable	Suburban Concrete, Inc.	\$141,094.57		

12/20/2013 COUNCIL PACKET #10

Payment Register

From Payment Date: 12/20/2012 - To Payment Date: 12/20/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
25249	12/20/2013	Open			Accounts Payable	Superior Lamp Inc.	\$1,389.00		
25250	12/20/2013	Open			Accounts Payable	Tamerling, Inc.	\$353.00		
25251	12/20/2013	Open			Accounts Payable	Tammy R. Clausen	\$57.35		
25252	12/20/2013	Open			Accounts Payable	Target Auto Parts	\$104.91		
25253	12/20/2013	Open			Accounts Payable	Tele-Tron Ace Hardware	\$108.91		
25254	12/20/2013	Open			Accounts Payable	Tele-Tron Ace Hardware	\$140.47		
25255	12/20/2013	Open			Accounts Payable	The National Arbor Day Foundation	\$15.00		
25256	12/20/2013	Open			Accounts Payable	The New Seneca Restaurant	\$932.50		
25257	12/20/2013	Open			Accounts Payable	Thomson Reuters-- West	\$310.91		
25258	12/20/2013	Open			Accounts Payable	Thyssenkrupp Elevator Corporation	\$651.99		
25259	12/20/2013	Open			Accounts Payable	Toll Store Go-Cart Shop	\$717.00		
25260	12/20/2013	Open			Accounts Payable	Town of Cicero, Animal Welfare Dept.	\$986.25		
25261	12/20/2013	Open			Accounts Payable	Toy's 'R' Us	\$764.58		
25262	12/20/2013	Open			Accounts Payable	Triple M Mechanical, Inc.	\$200.00		
25263	12/20/2013	Open			Accounts Payable	Tryad Automotive	\$708.78		
25264	12/20/2013	Open			Accounts Payable	U.S. Cellular	\$144.83		
25265	12/20/2013	Open			Accounts Payable	U.S. Healthworks	\$90.00		
25266	12/20/2013	Open			Accounts Payable	Unique Management Services, Inc.	\$53.70		
25267	12/20/2013	Open			Accounts Payable	Unique Plumbing	\$68,519.10		
25268	12/20/2013	Open			Accounts Payable	US Gas	\$343.60		
25269	12/20/2013	Open			Accounts Payable	USA Blue Book	\$231.26		
25270	12/20/2013	Open			Accounts Payable	USIC Locating Services, Inc.	\$1,806.87		
25271	12/20/2013	Open			Accounts Payable	Violet Flower Shop	\$48.00		
25272	12/20/2013	Open			Accounts Payable	Walgreens Company	\$12.26		
25273	12/20/2013	Open			Accounts Payable	Weimer Machine	\$1,481.69		
25274	12/20/2013	Open			Accounts Payable	Wescon Underground, Inc.	\$2,500.00		
25275	12/20/2013	Open			Accounts Payable	Wholesale Direct, Inc.	\$105.77		
25276	12/20/2013	Open			Accounts Payable	World Book, Inc.	\$919.00		
25277	12/20/2013	Open			Accounts Payable	Zee Medical, Inc.	\$535.90		
25278	12/20/2013	Open			Accounts Payable	Zoll Medical Corporation	\$540.00		
25279	12/20/2013	Open			Accounts Payable	Andrea Astudillo	\$1,475.00		
25280	12/20/2013	Open			Accounts Payable	Jose I. Silva	\$1,475.00		
25281	12/20/2013	Open			Accounts Payable	Michael J. Kostal	\$41.75		
25282	12/20/2013	Open			Accounts Payable	Phillip H. Snelling & Linda L. Harper	\$1,475.00		
25283	12/20/2013	Open			Accounts Payable	Sabino Renteria Sr. & Sabino Renteria Jr.	\$1,475.00		
Type Check Totals:							\$1,002,433.86		
1 - General Cash Totals							\$1,002,433.86		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	175	\$1,002,433.86	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	175	\$1,002,433.86	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	175	\$1,002,433.86	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

Payment Register

From Payment Date: 12/20/2012 - To Payment Date: 12/20/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Grand Totals:					Total	175	\$1,002,433.86	\$0.00	
Checks									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	175	\$1,002,433.86	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	175	\$1,002,433.86	\$0.00	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	175	\$1,002,433.86	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	175	\$1,002,433.86	\$0.00	

Mayor
Robert J. Lovero



2nd Ward
Jeffrey Boyajian

M E M O R A N D U M

December 23, 2013

TO: The Honorable Robert J. Lovero
Members of the City Council

RE: Handicap Parking Application #867
3829 Highland

Ladies and Gentlemen:

The attached application has been reviewed and is submitted for your consideration with a recommendation for approval of a parking space.

<u>Address</u>	<u>Owner Name</u>	<u>Application #</u>
3829 Highland	James Malizzio	867

Thank you very much,

Jeffrey Boyajian
2nd Ward Alderman



Application Number 867

Berwyn Police Department

6401 West 31st. Street
Berwyn, Illinois 60402
708-795-5600
Fax 708-795-5627
Emergency Call 911

Handicapped - Parking / Zone Request Form

To : Mayor Robert J. Lovero
From: Berwyn Police Department Community Service Division
Date : 11/20/2013
Officer: M. Raimondi #192

Applicant Name: James Malizzio
Address: 3829 S. Highland Ave, Berwyn IL 60402
Telephone:

Nature of Disability:

Information

Doctor's Note/ Affidavit:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Interviewed:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Owner's Support Letter	<input checked="" type="checkbox"/> <input type="checkbox"/>	Handicapped Plate	<input type="checkbox"/> <input checked="" type="checkbox"/>
Garage:	<input checked="" type="checkbox"/> <input type="checkbox"/>	Handicapped Placard	<input checked="" type="checkbox"/> <input type="checkbox"/>
Driveway:	<input type="checkbox"/> <input checked="" type="checkbox"/>	Wheelchair:	<input type="checkbox"/> <input type="checkbox"/>
Off Street:	<input type="checkbox"/> <input checked="" type="checkbox"/>	Walker / Cane:	<input type="checkbox"/> <input type="checkbox"/>
On Street:	<input checked="" type="checkbox"/> <input type="checkbox"/>	Oxygen:	<input type="checkbox"/> <input type="checkbox"/>

Meets Police Dept Requirements	Space <input checked="" type="checkbox"/> Zone <input type="checkbox"/>	Report # 13-11947
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2 Ward Alderman: Jeffrey Boyajian

Staff Recommendation	
Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/>

Incident#: 13-11947

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

6401 West 31st Street Berwyn, IL 60402 (708) 795-5600

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)		DESCRIPTION Applicant File		INCIDENT # 13-11947
REPORT TYPE Incident Report	RELATED CAD # C13-062720	DOT #		HOW RECEIVED Telephone
WHEN REPORTED 11/21/2013 07:42	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 3829 S HIGHLAND AV Berwyn, IL 60402		STATUS DATE	
TIME OF OCCURRENCE 11/21/2013 07:42	STATUS CODE		STATUS DATE	

INVOLVED ENTITIES

NAME	DOB	AGE	ADDRESS			
MALIZZIO, JAMES A A		70	3829 S HIGHLAND AV Berwyn, IL 60402			
SEX M	RACE White, Caucasian	HGT 5' 10"	WGT 180	HAIR Black	EYES Brown	PHONE
SID #	DL #	FBI #			ALT PHONE	

CLOTHING

UCR	TYPE	RELATED EVENT #
9041 (Applicant File) - 0 count(s)		

INVOLVED VEHICLES

VEH/PLATE #	STATE	TYPE	INVOLVEMENT	VIN #
10504	IL	Sedan, 4-door		
YEAR 1999	MAKE Ford	MODEL Furus	COLOR Black	COMMENTS
OWNER MALIZZIO, JAMES A A				
VEH/PLATE #	STATE	TYPE	INVOLVEMENT	VIN #
10065	IL	Sedan, 4-door		
YEAR 2006	MAKE Mercury	MODEL (unknown)	COLOR Silver/Aluminum	COMMENTS
OWNER MALIZZIO, JAMES A A				

NARRATIVES

PRIMARY NARRATIVE

James Malizzio, who resides at 3829 Highland Ave, is requesting handicapped parking signs to be placed in front of his residence.

Mr. Malizzio is the property owner. There is a garage on the premises, which is currently occupied by tenants' vehicles. On-street parking is very limited.

For the above stated reasons, this officer feels that this application should be considered for approval at this time.

REPORTING OFFICER RAIMONDI, MARGO J	STAR # 192	APPROVED BY	STAR #
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Robert J. Lovero
Mayor



James D. Ritz
Chief of Police

A Century of Progress with Pride

Affidavit For Handicapped Parking Sign or Drop Off Zone

You must have a permanent Handicap State Plate or Handicap Placard
to park any vehicle in a designated Handicap Parking space

JAMES MALIZZIO
(Name of Handicapped Applicant)

3829 S. HIGHLAND AVE
(Berwyn Address)

(Name of caregiver, or guardian if minor)

(Telephone /Cell Phone Number)

Is there a garage on the property? Yes / No

Are you the homeowner? Yes X No

Driveway _____ Carport _____

All Applicants must submit the Physicians form (A)

***Renters must submit the Owner Consent form (B).**

Vehicle Information

MERCURY MILAN
FORD TAVRUS
(Vehicle make and model)

SIL 2006
BLK 1999
(Color / Year)

10065 10504
(Illinois License Plate Number)

20158 20159
(Current City Vehicle Sticker Number)

(Illinois Handicapped Plate)

CG76752
(Illinois Permanent Handicap Placard Number)

I hereby affirm that the information provided is true and correct, and it shall be prohibited and unlawful for any person to file a sworn affidavit, which said person knows to be false or believes to be false.

James Malizzio

11-18-13

Return the completed form to the Parking Division at the Berwyn Police Department
6401 West 31st Street, Berwyn, Illinois

12/23/13 COUNCIL PACKET 108

Robert J. Lovero
Mayor



James D. Ritz
Chief of Police

A Century of Progress with Pride

Jan Maluccio
(Signature of handicapped person or their legal guardian)

(Date) 11/18/13

Physician Form (A)

This form must be filled out in its entirety and signed by your physician.

Physician must state, by printing below, the nature of the patient's handicap

Does the patient utilize any of the following? :

Walker _____ Wheel Chair _____ Cane _____ Oxygen _____

I hereby certify that the physical conditions of the above named "Handicapped Person" constitutes him/her as a handicapped person as defined under the statutory provision Par. 1-159 (Physically Handicapped Person - Every natural person who has permanently lost the use of a leg or both legs or an arm or both arms or any combination thereof or any person who is so severely disabled as to be unable to move without the aid of crutches or a w

X _____
(Physician's Signature/Stamp)

11/18/13

(Date)

(Print Physician's Name)

(Address and Telephone Number)

**Handicapped Space/Zone
Public Works Site Inspection**

Application # 867

Public Works Director or Designee Dan Schiller

Comments: _____

Meets Public Works Criteria:

Parking Space	Yes	<input checked="" type="checkbox"/>
Parking Zone	Yes	<input type="checkbox"/>

No	<input type="checkbox"/>
No	<input checked="" type="checkbox"/>

Date: 11/26/2013

Police Report # 13-11947

**Handicapped Space/Zone
Traffic Engineer Site Inspection**

Application # 867

Traffic Engineer or Designee Nicole Campbell

Comments: _____

Meets Traffic Criteria for:

Parking Space	Yes	<input checked="" type="checkbox"/>
Parking Zone	Yes	<input type="checkbox"/>

No	<input type="checkbox"/>
No	<input checked="" type="checkbox"/>

Date: 11/26/2013

Police Report # 13-11947

Mayor
Robert J. Lovero



7th Ward
Rafael Avila

M E M O R A N D U M

December 23, 2013

TO: The Honorable Robert J. Lovero
Members of the City Council

RE: Handicap Parking Application #865
1925 Kenilworth

Ladies and Gentlemen:

The attached application has been reviewed and is submitted for your consideration with a recommendation for approval of a parking space.

<u>Address</u>	<u>Owner Name</u>	<u>Application #</u>
1925 S. Kenilworth	JoAnn Valeriano	865

Thank you very much,

Rafael Avila
7th Ward Alderman



Berwyn Police Department

6401 West 31st. Street
Berwyn, Illinois 60402
708-795-5600
Fax 708-795-5627
Emergency Call 911

Handicapped - Parking / Zone Request Form

To : Mayor Robert J. Lovero
From: Berwyn Police Department Community Service Division
Date : 11/19/2013
Officer: M. Raimondi #192

Applicant Name: JoAnn Valeriano

Address: 1925 S. Kenilworth Ave, Berwyn IL 60402

Telephone:

Nature of Disability:

Information

Doctor's Note/ Affidavit:

Yes	No
X	

Interviewed:

Yes	No
X	

Owner's Support Letter

X	
---	--

Handicapped Plate

	X
--	---

Garage:

X	
---	--

Handicapped Placard

X	
---	--

Driveway:

	X
--	---

Wheelchair:

--	--

Off Street:

	X
--	---

Walker / Cane:

--	--

On Street:

X	
---	--

Oxygen:

--	--

Meets Police Dept Requirements

Space	Yes	No
Zone	X	

Report # 13-11872

7

 Ward Alderman: Rafael Avila

Staff Recommendation
Approved Denied

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

6401 West 31st Street Berwyn, IL 60402 (708) 795-5600

Incident#: 13-11872

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)	DESCRIPTION Applicant File	INCIDENT # 13-11872
REPORT TYPE Incident Report	RELATED CAD # C13-062353	HOW RECEIVED Radio
WHEN REPORTED 11/19/2013 10:39	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 1925 S KENILWORTH AV Berwyn, IL 60402	
TIME OF OCCURRENCE 11/19/2013 10:39	STATUS CODE	STATUS DATE

INVOLVED ENTITIES

NAME	DOB	AGE	ADDRESS
VALERIANO, JOANNE		60	1925 S KENILWORTH AV Berwyn, IL 60402
SEX F	RACE White, Caucasian	HGT	WGT
SID #	DL #	FBI #	ALT PHONE

CLOTHING		
UCR 9041 (Applicant File) - 0 count(s)	TYPE Reporting Party	RELATED EVENT #

INVOLVED VEHICLES

VEH/PLATE #	STATE	TYPE	INVOLVEMENT	VIN #
N285179	IL	Carryall/SUV		
YEAR 2008	MAKE Honda	MODEL Odyssey	COLOR Gray	COMMENTS
OWNER Valeriano, Cesar				



NARRATIVES

PRIMARY NARRATIVE

JoAnn Veleriano, dob: [redacted], who resides at 1925 Kenilworth Ave, Berwyn IL, is requesting handicapped parking signs to be placed in front of her residence.

On-street parking is very limited.

Ms Valeriano is the property owner. There is a garage on the premises, however, it is currently occupied by the tenants' vehicles.

For the above stated reasons, this officer feels that this application should be considered for approval at tyhis time.

REPORTING OFFICER RAIMONDI, MARGO J	STAR # 192	APPROVED BY	STAR #
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Robert J. Lovero
Mayor



James D. Ritz
Chief of Police

A Century of Progress with Pride

Affidavit For Handicapped Parking Sign or Drop Off Zone

You must have a permanent Handicap State Plate or Handicap Placard to park any vehicle in a designated Handicap Parking space

JoAnn Valeriano
(Name of Handicapped Applicant)

1925 Kenilworth Av
(Berwyn Address)

N/A
(Name of caregiver, or guardian if minor)

708
(Telephone /Cell Phone Number)

Is there a garage on the property? Yes No

Are you the homeowner? Yes No

Driveway _____ Carport _____

All Applicants must submit the Physicians form (A)

***Renters must submit the Owner Consent form (B).**

Vehicle Information

2008 Honda Odyssey
(Vehicle make and model)

2008 Gray
(Color / Year)

N285179
(Illinois License Plate Number)

10768
(Current City Vehicle Sticker Number)

N/A
(Illinois Handicapped Plate)

CF 21305
(Illinois Permanent Handicap Placard Number)

I hereby affirm that the information provided is true and correct, and it shall be prohibited and unlawful for any person to file a sworn affidavit, which said person knows to be false or believes to be false.

JoAnn Valeriano

10-13-13

Return the completed form to the Parking Division at the Berwyn Police Department
6401 West 31st Street, Berwyn, Illinois

Robert J. Lovero
Mayor



James D. Ritz
Chief of Police

A Century of Progress with Pride

Glenn Valeriano

(Signature of handicapped person or their legal guardian)

10-13-13

(Date)

Physician Form (A)

This form must be filled out in its entirety and signed by your physician.

Physician must state, by printing below, the nature of the patient's handicap

Does the patient utilize any of the following? :

Walker _____ Wheel Chair _____ Cane X Oxygen _____

I hereby certify that the physical conditions of the above named "Handicapped Person" constitutes him/her as a handicapped person as defined under the statutory provision Par. 1-159 (Physically Handicapped Person -- Every natural person who has permanently lost the use of a leg or both legs or an arm or both arms or any combination thereof or any person who is so severely disabled as to be unable to move without the aid of crutches or a wheelchair.)

[Signature]
(Physician's Signature/Stamp)

10/14/13
(Date)

(Print Physician's Name)

(Address and Telephone Number)

Handicapped Space/Zone Public Works Site Inspection

Application # 865

Public Works Director or Designee Dan Schiller

Comments: The block appears to have a high demand for street parking. There are currently 2 handicapped spaces on the same side of the street as the applicant's residence. Adjacent to the garage there is a 7' wide and a 2.5' wide gangway.

Meets Public Works Criteria:

Parking Space	Yes	<input checked="" type="checkbox"/>		No	<input type="checkbox"/>
Parking Zone	Yes	<input type="checkbox"/>		No	<input checked="" type="checkbox"/>

Date: 11/26/2013

Police Report # 13-11872

Handicapped Space/Zone Traffic Engineer Site Inspection

Application # 865

Traffic Engineer or Designee Nicole Campbell

Comments: _____

Meets Traffic Criteria for:

Parking Space	Yes	<input checked="" type="checkbox"/>		No	<input type="checkbox"/>
Parking Zone	Yes	<input type="checkbox"/>		No	<input checked="" type="checkbox"/>

Date: 11/26/2013

Police Report # 13-11872