### AGENDA

MEETING OF THE PRESIDENT &
BOARD OF TRUSTEES OF THE TOWN OF CICERO
IL., COUNCIL CHAMBERS, CICERO TOWN HALL

### TUESDAY, SEPTEMBER 26, 2023 - 10:00 AM

THE PRESIDENT AND BOARD OF TRUSTEES WELCOME YOU AS OBSERVERS TO THIS PUBLIC MEETING. YOU ARE REMINDED THIS MEETING IS FOR THE DELIBERATIONS OF THE PRESIDENT & BOARD OF TRUSTEES IN CONTRAST TO A PUBLIC HEARING WHERE MEMBERS OF THE TOWN OF CICERO ARE ENCOURAGED TO PARTICIPATE. UNLESS INVITED BY THE PRESIDENT TO SPEAK, OBSERVERS ARE REQUESTED NOT TO INTERRUPT THE MEETING IN ORDER THAT THE CONCERNS OF THE TOWN OF CICERO MAY BE ATTENDED TO EFFICIENTLY. IF YOU ARE RECOGNIZED BY THE PRESIDENT TO SPEAK, PLEASE APPROACH THE PODIUM, ANNOUNCE YOUR NAME & ADDRESS AND DIRECT YOUR REMARKS TO THE PRESIDENT AND BOARD OF TRUSTEES:

1 Dall Call 10.00 A M

1. <u>Rou Cau - 10:00 A.M.</u>	
2. <u>Pledge of Allegiance to the Flag</u>	
3. <u>Approve minutes of the previous meetings</u>	
4. <u>Approval of Bills</u>	
A) List of Bills-Warrant# 18, Manual Checks & Online Payments	
B) Payroll	3
C) Blue Cross & Blue Shield	
1) Medical & Stop Loss Premiums	
2) HMO Premiums	
3) Accidental Death & Dismemberment Premiums	
5. <u>Permits</u>	
A) Girl Scouts Of Greater Chicago And Northwest Indiana	22
B) Our Lady Of Czestochowa & Charity Parish	27
C) Our Lady, the Mystical Rose Marian Council	29
D) The Children's Center	31
6. <u>Ordinances</u>	

A) An Ordinance Amending Chapter 1, Section 1-12 Of The Code Of Ordinances Of The Town Of Cicero, Illinois Regarding Interest Rates For The Town Of Cicero, County Of Cook, State Of Illinois	32
B) An Ordinance Authorizing And Approving The Disposal Of Obsolete Personal Property For The Town Of Cicero, County Of Cook, State Of Illinois	37
C) An Ordinance Authorizing And Approving A Collective Bargaining Agreement For Desk Aides Between The Town Of Cicero, Illinois And The Illinois Council Of Police For The Town Of Cicero, County Of Cook, State Of Illinois	47
D) An Ordinance Authorizing And Approving A Collective Bargaining Agreement Between The Town Of Cicero, Illinois And The Truck Drivers, Oil Drivers, Filling Station And Platform Workers Union Local No. 705, For The Town Of Cicero, County Of Cook, State Of Illinois	55
E) An Ordinance Authorizing, Approving, And Ratifying An Amended Side Letter Agreement To The 2021-2024 Collective Bargaining Agreement Between The Laborers' International Union Of North America, Local 1092 And The Town Of Cicero, County Of Cook, State Of Illinois	85
7. <u>Resolutions</u>	
A) A Resolution Authorizing And Approving A Certain Invoice From West Central Municipal Conference For Services Provided To The Town Of Cicero, County Of Cook, State Of Illinois	94
B) A Resolution Authorizing, Approving, And Ratifying Certain Invoices From The Heating And Cooling Works For Services Provided To The Town Of Cicero, County Of Cook, State Of Illinois	101
C) A Resolution Authorizing The Town President To Execute And Enter Into An Agreement With CCS International, Inc. For Construction Management Services For The Town Of Cicero, County Of Cook, State Of Illinois D) Setting of Halloween Trick o Treat Hours	110 116
8. Citizen Comments (3 minute limit)	110

### 9. Adjournment

EMPLOYEES BY

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**JJARAMILLO** 

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CORPORATE

DATE 9/21/23

06/12/1984 REITZ, FRANCES, F

06/16/1988 CHAVARRIA, GLORIA

10/15/1988 WOLFF, JANICE, L

03/01/1989 KULAGA, BRIAN, JOSEPH

07/03/1989 JELIC, SAM

09/01/1989 MENDEZ, ELIZABETH

09/18/1989 MANETTI, LIDO, JR

09/04/1990 BARNETT, MICHAEL, W

10/16/1990 MILLER, JOHN, S

05/20/1991 ESPOSITO, ROSEMARIE

06/01/1992 KOTECKI, JIMMY

06/07/1992 WOOD, JAMES

04/26/1993 BAILEY, NANCY

12/15/1993 SANCHEZ, EDNA, M

11/16/1994 POROD, KARYN

01/17/1995 STELLA, RAMONA

08/29/1995 PUNZO ARIAS, MARIA, A

02/01/1996 MAVRINAC, DAVID, W

04/16/1996 GALVAN, ARMANDO, A, JR

04/16/1996 KANE, FRANK, J

10/28/1996 RIOS, SYLVIA

02/16/1997 LYTTEK, PAUL, F

02/16/1997 RUTKA, PHILIP

03/03/1997 GUZMAN, PATRICIA

04/07/1997 VIRRUSO, JOSEPH

05/20/1997 MOSCINSKI, NANCY, A

06/16/1997 JARAMILLO, JESSICA, A

07/16/1997 DEGANUTTI, JOHN, J

09/15/1997 WINES, ANDRE

10/06/1997 JIMENEZ, MIGUEL, A

10/06/1997 ROLEWICZ, TIMOTHY, J

10/27/1997 DELONG, WHITNEY, A

01/09/1998 DIAZ LUNA, FRANCISCO

02/18/1998 TORRES, MARICELA

02/19/1998 MARINO, NICHOLAS

05/01/1998 RIVERA, SAUL

06/08/1998 ROBERSON, ALBA

06/09/1998 WIECZOREK, LISA

06/15/1998 SANTIAGO, PRISCILLA

08/07/1998 MONTES DE OCA, GIOVANNI

09/08/1998 FITHIAN, GREGORY, S 09/15/1998 ESPOSITO, PATRICIA, L

10/01/1998 JOSEPH, JEFFREY

10/05/1998 PELIKAN, DONALD, J

10/16/1998 FIORE, STEPHEN, A

10/16/1998 PENZKOFER, JEFFREY, M

11/24/1998 VELAZQUEZ, MANUEL

01/04/1999 KOSENESKY, RHONDA, ANN

03/22/1999 MARTINEZ, JOSE, ANGEL

06/14/1999 MELENDEZ, JACQUELINE

07/27/1999 DRAKULICH, LOUIS

07/27/1999 GILPIN, JENNIFER

07/27/1999 RAMIREZ, MATHEW, E

10/11/1999 WOOD, ALISHA, A

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CORPORATE

CORPORATE

04/11/2000 CAVA, JOHN

04/25/2000 PACIONE, VITO, A

04/25/2000 WOJTOWICZ, CHRISTOPHER, M

06/05/2000 JOHNSON, MICHELE, L

06/13/2000 PINA, RICARDO

06/27/2000 SOCHACKI, JONATHAN

07/12/2000 MIKOLAJEWSKI, DEBORAH, A

09/12/2000 CHLADA, RYAN, A

10/30/2000 ALMENDAREZ, FRANCISCO

11/01/2000 PEREZ, RUBEN

01/12/2001 HERNANDEZ, FRANCELIA

03/08/2001 MANIGLIA, MICHELE

03/28/2001 CHAVEZ, VERONICA, G

03/28/2001 MCKEE, MICHAEL, B

03/28/2001 NEAL, MERRIE, E

04/06/2001 MCCANN, THOMAS, W

04/06/2001 NUNEZ, FELIPE

05/30/2001 DOMINICK, DEREK

06/05/2001 GUTIERREZ, LILLIAN, J

06/18/2001 SALAZAR, LAURA

06/20/2001 RAYGOZA FERNANDEZ, ROSALBA

07/10/2001 WALSH, JOHN, J

09/17/2001 RODRIGUEZ, MANUEL

09/25/2001 ANDRADE, MARCOS, R

09/25/2001 ANDRADE, MARIA, G

09/25/2001 VASSOS, CONSTANTINE, A

09/29/2001 SKODA, BARTHOLOMEW, A

10/04/2001 HERNANDEZ, JESSE

11/13/2001 LEUZZI, DAVID, A

11/16/2001 RUAN, JESUS

11/30/2001 STOCKSTILL, STEVEN, M, SR

02/26/2002 SANTORO, THOMAS, J

03/08/2002 FOLTZ, CHRISTOPHER, W

03/11/2002 FLORES, MARIA, D

04/05/2002 MACIAS, JACOBO, A

04/05/2002 MACIAS, RAYMOND, A

06/11/2002 GARCIA, MARTHA, P

07/15/2002 MICHAELS, ANDREW, J

08/05/2002 CHLADA GALARZA, NICOLE, M

08/26/2002 FRAIRE, MICHELLE, M

08/26/2002 KOSIROG, PATRICIA, ANN

09/09/2002 TYLKA, TIM, J

09/18/2002 AMIGON, MARIA

09/24/2002 SKIDMORE, MICHAEL, W

10/01/2002 MENDOZA, ARACELI

10/18/2002 LOPEZ, LUIS

11/18/2002 SAUCEDO, JAIME

02/05/2003 ESCABI, MARISOL

02/08/2003 COUCH, ALICE, L

02/08/2003 MUSIAL, LISA, V

02/08/2003 PRENDERGAST, GINA, V

02/21/2003 CASTRO, VICTOR

03/17/2003 SWIATEK, DONNA

04/28/2003 ALVAREZ, JOSE

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DATE 9/21/23 TIME 18:40:17 HIRE DATE HIRE DATE NAME CORPORATE 06/02/2003 CERVANTES, ANTONIO 06/10/2003 MORAVEC, RON 06/10/2003 NAVARRO, LETICIA 06/18/2003 PINA, ALEJANDRO 06/25/2003 BAUSONE, MARK, D 06/30/2003 UPDYKE, CYNTHIA, J 08/22/2003 POLASHEK, THEODORE, J 08/22/2003 SAMMON, PATRICK, J 08/25/2003 GUERRERO, MAGDALENA 09/09/2003 SANTANA, LORRAINE 09/23/2003 ERICKSON, BRADLEY 09/23/2003 GALARZA, WALBERTO 09/23/2003 RICHERT, ROBERT, J 10/01/2003 RANGEL, CRUZ, G 10/09/2003 COMAS, BENJAMIN 11/25/2003 GUIDO, LOUIS 01/28/2004 TERRACINO, JAMES, E 05/03/2004 VALENCIA, LESLIE, G 09/14/2004 BARRERA, ELIZABETH 10/01/2004 AVILA, LEONARDINE 12/14/2004 ALANIS, JOSE, E 12/14/2004 ALANIS, LUIS, A, JR 12/14/2004 PEREYRA, KENNETH 01/18/2005 LEON, MARIA 02/01/2005 LARA,GERARDO 02/08/2005 CALDERON, JOSE, J 02/17/2005 JIMENEZ, JUANITA, V 03/17/2005 GODINEZ, FERNANDO 05/10/2005 DOMINICK, LARRY 05/10/2005 GARCIA, VICTOR, R 05/10/2005 GIANAKOPOULOS, LISA, A 05/10/2005 HERNANDEZ, ROLANDO 06/01/2005 RUIZ, PATRICIA 06/06/2005 WOLFF, AMANDA, M 06/13/2005 KUSPER, SARAH 06/14/2005 SCHMIDT, LUCY, J 06/15/2005 SANTAMARIA,DAYANARA 06/16/2005 DEMBOWSKI, PAUL 06/16/2005 LOPEZ,MARIO,SR

06/20/2005 BARLOW, ALBERT, M

06/20/2005 CURRY, MICHAEL, J

06/20/2005 DURAN, DAVID

06/28/2005 ARIAS, JOSE, L, SR 06/28/2005 CHLADA, NICOLE, D

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06/28/2005 SCHVACH, MARYLOU

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06/29/2005 GUZMAN, MIGUEL, JR

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CORPORATE
07/25/2005 RUGLIO, LEO
07/26/2005 AROCHO, EDWIN, JR
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08/09/2005 PEREZ, RAUL, F 08/09/2005 SOTO, MARCELINO

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09/01/2005 SEROPIAN, DANIEL, T 09/06/2005 BORJAS, NORMA

09/08/2005 CASTILLO, NANCY 09/19/2005 MUNOZ, EDUARDO, T

09/19/2005 MUNOZ, EDUARDO, T 09/27/2005 BARRIOS, IRWIN

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10/31/2005 HERNANDEZ-BUENFIL, STEFANIE, E

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11/20/2006 SOTELO, VERONICA

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01/10/2007 SCIMONE, NINO, J

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03/20/2007 RASCHKE, BRIAN

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05/06/2007 HUNTER, ELVIRA, M

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05/18/2007 NAVARRETE, CLAUDIA

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08/12/2008 INGVE, JONATHAN

08/12/2008 PATER, RICHARD

08/12/2008 PEREZ, RAMON

08/12/2008 VAZQUEZ, CARLOS

09/15/2008 COZZI, KENNETH

10/24/2008 SOVA, RICHARD

11/03/2008 HERNANDEZ, MARY

11/19/2008 CASTELO, FRANCISCO K.

11/20/2008 DAVILA, MANUEL

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03/18/2009 TREVINO, ELVIRA

03/22/2009 DECHICIO, MICHAEL

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06/01/2009 MANIADAKIS, VALIA

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DATE 9/21/23 TIME 18:40:17 HIRE DATE NAME CORPORATE 06/01/2009 PILA, PAMELA 06/01/2009 ROSAS, ERIKA 06/10/2009 VARGAS, EDDIE 07/20/2009 PILA, KIMBERLY 09/14/2009 GIOVANNELLI, KATHLEEN 09/25/2009 GARCIA, MICHAEL 10/01/2009 FELBINGER, RANDY 10/01/2009 SANTOS, DANIELLE, M 12/14/2009 KOLIN, JAKE, E 12/14/2009 ROSS, EDWARD 12/14/2009 STAHL, MICHAEL 12/22/2009 ALEGRIA, MARIO 12/22/2009 KOC, PAUL, M 01/04/2010 MEDINA, NAOMI, G 02/05/2010 MUNOZ, MARIA, G 03/08/2010 TOMSCHIN, THOMAS, W 03/23/2010 GURROLA, VICTOR 03/29/2010 VARGAS, JESUS 04/24/2010 PROCENTI, SANTO 04/27/2010 DRAGISIC, BRANISLAV 04/27/2010 INGVE, ANGIE 05/25/2010 MIHALOPOULOS, IOANNIS 05/25/2010 SPIZZIRRI JELIC, MARY ELLEN 06/17/2010 BORON, SAMANTHA 06/24/2010 MIJARES, JACOB 06/28/2010 GRANADOS, GLORIA 08/11/2010 VARGAS, DAVID 10/08/2010 MARTINEZ, ERIKA 12/28/2010 LARA, EDGAR 12/28/2010 LOPEZ, ROSENDO 12/28/2010 OROZCO, SALVADOR 01/14/2011 CHAVEZ, MARISELA 02/08/2011 NOVINGER, JOSHUA 02/08/2011 VERTIN, JOSEPH, M 06/01/2011 ORTIZ, WILLIAM, R 06/07/2011 RODRIGUEZ, SAMUEL

06/14/2011 MORENO, JOVAN

06/14/2011 WIEST, BRANDON

06/15/2011 REITZ, REBECCA

06/28/2011 ADAN, ALI

07/01/2011 MANGIA, DONALD

09/19/2011 JOHNSON, TERYL 09/19/2011 OLSON, ROBERTA

09/19/2011 REYES, FABIOLA

10/28/2011 SANCHEZ, ROBERTO

11/18/2011 GRANT, DARRYL

11/29/2011 MENDEZ III, HERMAN

12/02/2011 AHEARN, DANIEL

12/02/2011 CALVILLO, DAVID

12/04/2011 OBROCHTA, GEORGE, J

12/05/2011 MINCH, CLYDE, A

01/27/2012 CANO, CRISTIAN

03/27/2012 LEUZZI, SHANNON

03/27/2012 STASIAK, MICHAEL

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HIRE DATE NAME CORPORATE 03/27/2012 TRAPANI, BRIAN 05/21/2012 CARROLL-PIERSON, ARIELLE 05/21/2012 TOVAR, BLANCA 05/26/2012 PEREZ, ANDRES 06/05/2012 RAMIREZ, IBETH 06/11/2012 HERNANDEZ, RAQUEL 06/11/2012 POOLE, TSHURA, L 06/12/2012 CAHUE-NAVARETE, JAIME 06/19/2012 WALSH, PATRICIA 06/20/2012 BORBOR, BEHNAM 06/20/2012 FLORIO, JOSEPH 06/20/2012 OWCZAREK, GEORGE 06/20/2012 SOLIS, GERARDO 06/27/2012 BERTONE, LAURA 07/24/2012 KULAGA, MARK, S 09/25/2012 BARONA, ARMANDO 10/09/2012 MORALES, JANET 10/22/2012 ORTEGA, RUTH 11/26/2012 COCO-CALDERON, KIMBERLEY 01/13/2013 ALVARADO, ISMAEL, JR 01/28/2013 EVERHART, DIANA 01/31/2013 AVILA, JONATHAN 02/01/2013 SANCHEZ, ALBERTO 04/02/2013 BENDA, KENNETH 04/04/2013 MARQUEZ, ARGELIA 04/08/2013 LOPEZ, EDDIE, N 04/08/2013 RAMIREZ, JASON, R 04/08/2013 VEGA, ALFONSO, JR 06/01/2013 AVILES, GRETCHEN, M 06/01/2013 BAKER, JAMES, F 06/01/2013 BENEDIKT, ANNA, L 06/01/2013 CASTELLANOS, ANTONIO 06/01/2013 MORALES, VERONICA, F 06/01/2013 OWCZAREK, GERALDINE 06/01/2013 PILA, LORI, M 06/10/2013 AGUILAR, ISABEL 06/10/2013 GALVEZ RODRIGUEZ, JOSE 06/10/2013 SWEATMAN, TONI, C 06/17/2013 ACOSTA, EDUARDO 06/17/2013 GARCIA, MARLENE, M 06/17/2013 RODRIGUEZ, THOMAS, M 06/17/2013 UJEK, DONALD, J 06/17/2013 UNZUETA, GRISELDA 07/08/2013 ALVAREZ, JAIME 07/08/2013 GASCA, ADRIAN 07/08/2013 LUCZAK, MARK, D 07/08/2013 MADDEN, WILLIAM, T 07/08/2013 MCSHANE, SCOTT, C 07/08/2013 RUEDA, ALEJANDRO 07/08/2013 SANCHEZ, JOSE, R

07/08/2013 SANDOVAL, VICTOR, M 10/01/2013 MARTINEZ, MIGUEL

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### CORPORATE

- 01/06/2014 DUFFEK, FRANK, J
- 01/06/2014 MARQUEZ, ANDREW
- 01/06/2014 SUMNER, CORINNA
- 01/16/2014 ROBERTSON, DIANE
- 02/25/2014 BARRY, PAUL, O
- 02/25/2014 GRADY, DAVID, R
- 02/25/2014 MEDINA, TIMOTHY, W
- 02/25/2014 SATERNUS, MATTHEW, J
- 02/25/2014 TOKARZ, KENNETH
- 03/26/2014 GARCIA, JUDITH
- 04/22/2014 SWIATOWIEC, JUSTIN, M
- 05/28/2014 GALVEZ, GABRIEL
- 05/30/2014 CUNDARI, FRANCESCA, A
- 05/30/2014 CUTIC, EDWARD
- 06/01/2014 WOOD, SHELLY
- 06/02/2014 VALDEZ, JUAN, V
- 06/04/2014 PESEK, JEFFRY, A
- 06/04/2014 TWOMEY, DANIEL, M
- 06/09/2014 GUZMAN, ROSARIO, C
- 06/10/2014 DOMINICK, ZACHARY, B
- 06/18/2014 SMITH, ROBERT
- 07/07/2014 ALBA, EDGAR
- 07/07/2014 ARLIS, KEVIN, R
- 07/07/2014 COVARRUBIAS,OSCAAR
- 07/07/2014 ROWE, HOPETON, O, JR
- 07/09/2014 HRABAK, REID
- 07/09/2014 XERIKOS, ANDY
- 08/13/2014 BROPHY, PATRICK, S
- 08/13/2014 CHICO, ANTHONY, R
- 08/13/2014 CONLEY, GARY, L
- 08/13/2014 LOPRESTI, MATTHEW, J
- 08/13/2014 MAGANA, ANTHONY, L
- 08/13/2014 ZIBUTIS, BENJAMIN, A
- 08/14/2014 D'ANGELO, DOLORES
- 09/03/2014 HRABAK, KIMBERLY
- 09/10/2014 MARCOLINI, JONATHON, W
- 09/10/2014 PEREZ, DANIEL, A
- 09/10/2014 THILL, MATTHEW, A
- 09/15/2014 AVILA, AZUCENA
- 09/22/2014 MUROS, JOSEFINA
- 09/22/2014 QUINONES, MANUEL
- 09/30/2014 GRAJEDA, ARMANDO
- 10/09/2014 ARIAS, CAROLYN
- 10/14/2014 MATTHIS, RICHARD
- 10/17/2014 WOLFF, DANIEL, A
- 11/01/2014 GUZMAN, LLAQUENI
- 11/01/2014 MALICKI, RICHARD
- 11/13/2014 VALERDI, ROCIO
- 01/05/2015 GARCIA, EVELYN
- 01/05/2015 MACIEL, ANTONIA
- 01/05/2015 OPALECKY, MATTHEW
- 01/05/2015 PORRAS, MARGARITO
- 02/13/2015 GRIMALDI,LINDA
- 04/06/2015 VERA, NESTOR

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DATE 9/21/23 EMPLOYEES BY TIME 18:40:17 HIRE DATE HIRE DATE NAME CORPORATE 05/04/2015 MCDORMAN, PHILIP, A 05/11/2015 CURDA, JAMES, M 05/11/2015 GINNETTI, MATTHEW 05/11/2015 LAYTON, KEVIN, S 05/26/2015 ARMENTA, BRENDA 05/27/2015 HEREDIA, LIZSANDRA 05/27/2015 VILLA, CHRISTINA 06/01/2015 BAUTISTA, ELIAS 06/01/2015 HEREDIA, GUADALUPE 06/08/2015 GUTIERREZ, ORLANDO 06/08/2015 RIVERA, ARNOLDO 06/10/2015 ARROYO, IVAN 06/10/2015 FLORES, NICOLE 10/05/2015 LOPEZ, MARTIN 11/02/2015 SOTO, MARTIN 11/05/2015 ARMENTA, MARGARITA 11/28/2015 BUCIO, MICHAEL 11/30/2015 FULARA, ROBERT 01/11/2016 RANGEL, GEORGE, A 01/11/2016 SERRANO, JOSE, L 01/19/2016 CHAVARRY, CARLOS, A 04/11/2016 CERVANTES, EFRAIN

04/11/2016 RAMOS, REYNOL

05/06/2016 DURAN, DOMONIQUE, A

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05/24/2016 RYAN, MARY RITA

05/24/2016 VARGAS, MARIA

06/05/2016 BAHOVICH, FRANK 06/05/2016 SOLANO, ANTHONY

06/06/2016 BAEZ, GIOVANNI

06/06/2016 COTTON, BRET

06/06/2016 HERNANDEZ, ANTHONY

06/06/2016 JIMENEZ, JENNIKA

06/06/2016 MALDONADO, KAREN

06/06/2016 SERRANO, SENOBIO

06/06/2016 VALADEZ, GUSTAVO

06/07/2016 WOOD, KAYLA

06/10/2016 DEPASS, DAVID, W

08/15/2016 MANETTI, ZDENKA

10/03/2016 CERVANTES, LETICIA

10/03/2016 ORTEGA, JUANA, A

10/11/2016 GRIGORIO, VERONICA

10/25/2016 QUIROGA, SANDRA 11/15/2016 MURRAY, LAURA, A

11/30/2016 MANGAN, JOHN

12/13/2016 MANOUZI, MALIKA

12/13/2016 OSTLER, WILLIAM

12/23/2016 DOMINICK, DIANA, J

01/09/2017 BELLO, BALDO, A

01/09/2017 CUCHNA, TAMARA, M

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- 04/24/2017 CHAVEZ, ANDRES
- 04/24/2017 DIAZ, EDUARDO
- 05/09/2017 POROD, ROBERT, F
- 05/24/2017 IRIZARRY, DANIEL
- 05/24/2017 SAUCEDO, CHRISTOPHER
- 05/31/2017 GALVAN, VINCENT
- 06/01/2017 TRABANINO, ABNER
- 06/02/2017 MARTINEZ, BAILEY
- 06/02/2017 PONCE, JOSE
- 06/05/2017 CHAVARRY, RICHARD
- 06/05/2017 SALGADO, EVELYN
- 06/07/2017 QUIROGA, ADAM
- 06/12/2017 TEJEDA, PRINCESS
- 06/13/2017 WHITE, ROBERT
- 06/14/2017 VARGAS, CARLOS
- 09/06/2017 MCGRAW, ELIUD
- 10/10/2017 CORDOVA, FRANCESLYN, O
- 12/13/2017 TRABANINO, SAMUEL
- 12/13/2017 ZAMORA, IRMA
- 01/08/2018 AGUAYO, AARON
- 01/08/2018 MARTINEZ, MICHAEL
- 02/17/2018 RAYA, BENJAMIN
- 02/28/2018 NAGLE, JOHN
- 03/06/2018 MARLAR, BARRETT
- 04/27/2018 MIDELL, DANIEL
- 04/27/2018 MULBRANDON, JOEL
- 04/30/2018 DIAZ, VIOLET
- 05/07/2018 GARCIA, ALEJANDRO
- 05/07/2018 MARTINEZ, ALYXANDRA, L
- 05/07/2018 SALVATO, DAVID, C
- 05/29/2018 JAROSZ, JERRY
- 05/30/2018 CORTES, MARIA
- 05/30/2018 DAVALOS, JUAN, L
- 05/30/2018 MOTA, LUIS
- 05/30/2018 VILUMIS, MICHAEL
- 05/30/2018 ZEPEDA, JONATHAN
- 06/03/2018 BARRIOS, CHRISTIAN
- 06/03/2018 CASAS, DANIELA
- 06/03/2018 FLORES MATIAS, ISAAC
- 06/04/2018 CHAGOYA, EDUARDO
- 06/04/2018 TAPIA, JAZMIN
- 06/05/2018 CRUZ DURAN, STEVEN
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- 06/06/2018 OSORIO, KARINA
- 06/18/2018 HANANIA, AARON
- 06/26/2018 BUSCEMI, ANGELO, D
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- 07/20/2018 BLANKENSHIP, KYLE, P 07/30/2018 ALEJANDRO, RUPERTO, JR
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- 09/28/2018 RAY, SHIRLEY
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- 10/15/2018 LARA, ANA
- 11/27/2018 BANCROFT, AMY, E
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- 12/03/2018 TORO, CHRISTIAN, A
- 02/25/2019 MORENO, JAVIER
- 02/27/2019 RODRIGUEZ, ANAHI, G
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- 02/28/2019 KRYGSHELD, STEVEN, A
- 02/28/2019 LEAHY, KEVIN, D
- 02/28/2019 PHILLIPS, PATRICK, W
- 02/28/2019 RUTKA, LEONARD, S
- 03/04/2019 FERNANDEZ, FELIX, JR
- 05/03/2019 KRAUT, FRANK
- 05/06/2019 TALLEN, DANIEL, M
- 05/14/2019 DARLING, RICHARD
- 05/14/2019 DOYLE, MATTHEW, K
- 05/28/2019 DIAZ, IZEL, E
- 05/29/2019 GARCIA BANCROFT, JOSHUA
- 05/29/2019 REZA, EDWIN
- 05/29/2019 VARGAS, EDWARD
- 06/17/2019 MALDONADO, ALEJANDRO
- 06/19/2019 DI GIULIO, PASQUALE
- 06/24/2019 ROBLEDO, JORGE, JR
- 07/15/2019 HERRERA, ALEJANDRA
- 07/23/2019 HUGHES, TERENCE, W, II
- 08/05/2019 HERNANDEZ, OMAR
- 09/03/2019 CARDONA, JAIRO
- 09/03/2019 GUTIERREZ MUNOZ, JUANA, M
- 09/03/2019 MALFEO, ALEXANDER
- 09/03/2019 RODRIGUEZ, SAMUEL
- 09/04/2019 DIAZ, CARLOS, E
- 09/05/2019 GALVEZ, MARIA, C
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- 10/21/2019 VAIS, ANTHONY, J
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- 12/10/2019 CANNOVA, DOMINIC
- 12/14/2019 KUBELKA, DAVID
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- 01/06/2020 BARAJAS, JOEL
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05/03/2021 HARO, KEVIN

05/03/2021 HEREDIA, EMANUEL

05/10/2021 RIVERA-PEREZ, ANAHID

05/10/2021 SOSA, REBECCA

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06/01/2021 LOZA, ELIZABETH, M

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01/04/2022 GARDUNO, OMERO

01/04/2022 JOHANSEN, KYLE, A

01/04/2022 LARA, RICHARD

01/05/2022 GARCIA, DANIEL, S

01/10/2022 ALMADER TORRES, JOVITA

01/10/2022 LAVERY, ADAM, S

01/10/2022 LOEZA, FRANK

01/10/2022 PALAFOX, CESAR, G

01/10/2022 SHEEHAN, CONNOR, M

01/10/2022 VALENTI, JESSE, A

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01/24/2022 DIAZ, EDNA

02/07/2022 NOWAK, MARK, A

02/07/2022 TEMES, DELORES, R

02/23/2022 ALVA, ERIKA

02/28/2022 RODRIGUEZ, KATRIN, T

03/01/2022 HURD, BRANDON, T

03/01/2022 KUBICA, FRANCESCA, K

03/01/2022 RUGGIERO, STEVEN, P

03/01/2022 SWISTEK, AFTON, D

03/09/2022 ZAMBRANO, ANTONIO

03/22/2022 VARGAS, BLANCA, M

04/11/2022 CRUZ ANAYA, IDALIA

04/11/2022 MENDOZA, ULISSES

04/11/2022 WALCZAK, RYAN

04/16/2022 RAMIREZ, SALVADOR

05/02/2022 CAMACHO CORNELIO, MARIA, I

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06/03/2022 FLORES, ADAN

06/03/2022 GUZMAN, ANDREW

06/06/2022 MANFRE, RYAN

06/07/2022 HERNANDEZ, JONATHAN

06/08/2022 GONZALEZ, ALEJANDRO

06/08/2022 ROMERO, ANGEL

06/12/2022 FLORES, JOSE

06/14/2022 LEATO, ABIGAIL

06/14/2022 SAN PEDRO, EVELYN

06/15/2022 CORONA, GIANNCARLO

06/15/2022 COUSINO, IVAN

06/15/2022 GOMEZ, NATALIA

06/15/2022 LEATO, AARON

06/15/2022 MARTINEZ, SANTIAGO

06/15/2022 PAIZ, AUSTIN

06/15/2022 RAMIREZ, JOSUE

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06/21/2022 GARCIA, VANESSA

06/21/2022 MAYORGA, VALENTINA

06/21/2022 OLAVARRIA, DANIELLE

06/21/2022 ROMERO, URIEL

06/21/2022 SANTOS, SARAH

07/06/2022 GARCIA-CHAVEZ, ELIZABETH

07/10/2022 FERNANDEZ, BRIAN

07/11/2022 ALMANZA, MARCY

07/11/2022 BAUTISTA, ANTHONY

07/11/2022 HEREDIA, AALIYAH

07/17/2022 GARCIA, ROBERTO

07/18/2022 MARTINEZ, ROLANDO

07/18/2022 REICHENBERGER, NATHAN

07/18/2022 TALBOT, NATHANIEL

08/15/2022 ARDOLINO, MEGHAN

08/15/2022 WEINER, SAMANTHA

08/15/2022 WILLIS, FELICIA

08/25/2022 DIAZ, JESUS

08/25/2022 LEWANDOWSKI, NICHOLAS

08/25/2022 TAYLOR, JOHNNY

08/29/2022 DIAZ, ANTONIO

08/29/2022 MARTINEZ, NICHOLAS

08/29/2022 MORENO, ADRIAN

08/29/2022 NUNEZ, ALEX

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09/15/2022 RABER, ALYSSA

09/19/2022 WILLIS, DELISHA

10/11/2022 PEREZ, NOEMI

10/17/2022 MONTIEL, JOEL

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12/19/2022 ROSAS, DIANA

01/09/2023 BRIGGS, SAMANTHA

01/17/2023 FERNANDEZ, JOHN

01/23/2023 CAZARES, EMILIO, CHAVIRA

01/23/2023 HARRIS, THERESA

01/26/2023 SOTELO, DIEGO

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04/20/2023 BONFANTE, JAVIER

04/24/2023 CARRILLO, ALEJANDRO

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05/11/2023 OROZCO, AARON

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05/15/2023 ARCE, JULIANA

05/15/2023 ESTRADA, MAIRA

05/15/2023 GORGAN, CHARLES

05/15/2023 IBARRA-MORENO, ABELARDO

05/15/2023 PURDY, BRYOR

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06/05/2023 GARCIA, BRAYAN

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06/05/2023 MONTERO, JUAN DIEGO

06/05/2023 NIEVES, ANGELO

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06/06/2023 ALVA-VALENCIA, GABRIEL

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06/07/2023 RETANA, ERNESTO

06/07/2023 SERRANO, JASMINE

06/08/2023 HERNANDEZ ORTIZ, GABRIEL

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06/08/2023 TAPIA, OLIVER

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06/12/2023 ORTIZ, KAYLA

06/12/2023 RODRIGUEZ, MELISSA

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06/12/2023 ROMERO, ERICK

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06/13/2023 CAMPOS, JOCELYN

06/13/2023 CHAVEZ, LILIANA

06/13/2023 SILVA, RONALD, A 06/14/2023 LOPEZ, FREDERIC 06/15/2023 BERGMAN, BRIANNA 06/15/2023 ROMAN, CHRISTIAN 06/18/2023 ALANIS, ISAAC 06/19/2023 MARTINEZ, ELVIA 07/09/2023 RIVERA, JAVIER 07/10/2023 YOUNG, NICOLE 07/11/2023 CUNDARI, DEAN 08/04/2023 RODRIGUEZ, MELQUISEDEC 08/14/2023 VARGAS, ERIK 08/28/2023 ALEXANDER, CHERI 08/28/2023 BEDOY, BRIANNA 08/28/2023 FLORES-ORTEGA, YADIRA 08/28/2023 MAZUR, SARAH 08/28/2023 MEDRANO-CHAVEZ, NANCY 08/28/2023 NAVARETTE, HEDER 08/28/2023 ODONNELL, JENNIFER 08/28/2023 SCHILLO, NICOLE 08/28/2023 TAPIA-TELLO, MARCO 08/28/2023 TORRES, DANIEL 09/11/2023 CERVANTES, JONATHAN 09/11/2023 HUITRON, IVAN 09/11/2023 OLANDER, TAYLOR 09/11/2023 SCALISE, LUIGI 09/11/2023 TORNABENE, NICOLE 09/11/2023 TRACY, MICHAEL 09/14/2023 ARCOS ROCKS, LILIA 09/14/2023 CONTRERAS, SERGIO

Total Employees: 948

09/21/2023 OROZCO, NATHAN

Estimated Payroll Salary: 1,669,500.27

NOTE: Hourly rates not included in estimated payroll salary

PAGE TCHR97

JJARAMILLO

TIME 18:40:17 HIRE DATE NAME

9/21/23

DATE

HIRE DATE

LIBRARY 10/24/1988 GNAT HERNANDEZ, COLLEEN 08/19/1999 PARRILLA, VANESSA 10/16/2000 CONROY, PATRICIA, M

11/01/2000 CRUZ, FRANCISCO, J 09/12/2001 PERALTA, BEATRIZ, A

10/14/2003 RIVERA, TOMASA

06/20/2005 TOMSCHIN, SANDRA

05/29/2008 SOLIS, ERICK, D 06/03/2008 CANALES, CECILIA

08/14/2009 JAIMES, RAUL, JR 08/04/2010 LOZA, LINDA, A

06/05/2013 HERNANDEZ, CRISTIAN, R 06/11/2013 HERNANDEZ, CHRISTIAN, S

06/11/2015 AVILA, ZAHID, A

10/13/2016 RODRIGUEZ, VERONICA

09/17/2018 ARROYO, PAOLINA, N

02/27/2019 BOWMAN, CAMILLE, L

03/14/2019 LEATO, KAREN, C 07/08/2019 MAGALLON, IRMA

08/06/2019 VALDES, AMEYALLI

11/04/2019 MACKOWIAK, JOAN, M

11/08/2019 ZAMUDIO, EMILY, M

09/08/2020 IBARRA, LUIS, R

07/30/2021 CARANNA, ANGEL, L

06/03/2022 LOERA, ISAAC

06/04/2022 NUSSBAUM, HANNAH

06/06/2022 SWEATMAN, HALEY

06/16/2022 DIAZ, ANGELIQUE

06/16/2022 MANJARREZ, JADE

08/22/2022 VARGAS, SAMANTHA 08/30/2022 SANTOS, DANIELLE

01/04/2023 HARRIS, KATRINA

Total Employees:

Estimated Payroll Salary:

27,626.18

NOTE: Hourly rates not included in estimated payroll salary



### Jessica Jaramillo < jjaramillo@thetownofcicero.com>

### Re: Girl Scout Product Program Dates for 2023-2024

3 messages

Maria Arias <marias@thetownofcicero.com>

Wed, Aug 23, 2023 at 5:26 PM

To: Shari Millard <smillard@girlscoutsgcnwi.org>

Cc: Jessica Jaramillo <jjaramillo@thetownofcicero.com>, Lupita Diaz-Donato <Idonato@thetownofcicero.com>

Hello Shari -

Thank you for reaching out to us.

I will have my Executive Assistant, Jessica Jaramillo add this permit request to our next board meeting scheduled for September 12, 2023.

We ask that you or a representative attend the board meeting to answer any questions that the board may have. The meeting is scheduled for September 12, 2023 at 10:00 AM, at 4949 W. Cermak Road, Cicero, IL, 1st Floor, Council Chambers; (parking garage is available behind the town hall, you may park in the 1st and 2nd levels only).

Respectfully,

Maria

Maria

On Wed, Aug 23, 2023 at 4:31 PM Shari Millard <smillard@girlscoutsgcnwi.org> wrote:



August 2023

Town of Cicero

Maria Punzo-Arias, Town Clerk

Greetings!

It is that time of year when we start planning our new Girl Scout year. Our Girl Scout Fall Product Program will run from September 22 - October 15, 2023. The Door-to-Door portion of our Girl Scout Cookie Program will be from December 15, 2023 – January 14, 2024. We are planning to follow that with Booth Sales from mid-February through May.

If your community requires us to apply for a permit, please see the Fall Product and Cookie detail sheet below. If it is sufficient to process our request on behalf of our Girl Scouts based on this letter, please check the box below and scan it back to me, Shari Millard at smillard@girlscoutsgcnwi.org

If you require additional information, please email it to me and I will get it returned to you as soon as possible.

We are currently working remotely so communication is best through email or phone. If you have questions or need additional information, please do not hesitate to call me at or email me at smillard@girlscoutsgcnwi.org.

Thank you for being there for our girls. Please know you make a difference!

Sincerely,

Shari Millard

Product Program Specialist

Girl Scouts of Greater Chicago and Northwest Indiana

smillard@girlscoutsgcnwi.org

or 855-456-8347 x5906

Please check the appropriate line(s) below and return to the email list	ted above:
The attached information is sufficient and your request is approved a	s submitted
We need a copy of the Girl Scouts Certificate of Insurance	
Please complete and return the enclosed application	
We also require the following documents (please list them below)	

### APPLICATION FOR NON-COMMERCIAL SOLICITATION<sup>23</sup>

### **Not for Profit Organization**

Name of Organization:

Girl Scouts of Greater Chicago and Northwest Indiana

Address:

1551 Spencer Road, Joliet, IL 60433

Person to contact for

information:

**Shari Millard** 

P: 855-456-8347 ext.5906

E: smillard@girlscoutsgcnwi.org

Additional Contact:

Susan Rakis, Director of Product Program

P: 855-456-8347ext. 2309

E: srakis@girlscoutsgcnwi.org

Note: The two people named above are requesting permission for the entire jurisdiction of the council. You should not receive requests from local constituents.

Non-Commercial Solicitation Purpose:

Annual Girl Scout Fall Product and Cookie Programs

**Program Dates:** 

Fall Product Program:

**Door to Door Order Taking:** September 22 – October 15, 2023

Delivery of Product: November 2-5, 2023

Cookie Program:

**Door to Door Order Taking:** 

December 15, 2023 - January 14, 2024 (Girl Scout Communities decide on collection of payment at time of order or time of delivery.)

Delivery of Product: Early February thru March

Arrangements and permission for cookie booths are made directly with local merchants and troop leaders and take place between February and May 2024. Product is sold and paid for at the cookie booth site.

Hours of solicitation:

As described by ordinance code

Description of Vehicles used in solicitation:

None as of this request

Last date of previous requests:

2022

Has anyone listed on this application ever been

No

convicted of a commission of a felony under

the laws of the State of Illinois/Indiana or any other

State or Federal Law of the United States?

If yes, when.

Maria A. Punzo-Arias Town Clerk

#### **TOWN OF CICERO**

4949 W. Cermak Road Cicero, IL 60804

Office: (708) 656-3600, Ext. 200

Fax: (708) 656-5801

Email: marias@thetownofcicero.com Web: www.thetownofcicero.com

THIS IS A CONFIDENTIAL COMMUNICATION: The preceding e-mail message contains information that is confidential. It is intended to be conveyed only to the designated recipient(s). Unintended transmission does not constitute waiver of the attorney-client privilege or any other privilege. If you are not an intended recipient of this message, please notify the sender at 708-656-3600 Ext 272. The unauthorized use, dissemination, distribution or reproduction of this message is strictly prohibited. Unless expressly stated in this email, nothing in this message should be construed as a digital or electronic signature

Shari Millard <smillard@girlscoutsgcnwi.org>

Fri. Sep 1, 2023 at 9:58 AM

To: Maria Arias <marias@thetownofcicero.com>, Angela Foster <afoster@girlscoutsgcnwi.org>

Cc: Jessica Jaramillo <jjaramillo@thetownofcicero.com>, Lupita Diaz-Donato <Idonato@thetownofcicero.com>

Hi Maria,

Thank you for guiding us through this. Angela Foster will plan to attend this meeting to represent the Girl Scouts.

If you have any additional information related to this meeting, please include Angela on the communication. I have included Angela on this email.

Thank you,

Shari

From: Maria Arias <marias@thetownofcicero.com> Sent: Wednesday, August 23, 2023 5:26 PM To: Shari Millard <smillard@girlscoutsgcnwi.org>

Cc: Jessica Jaramillo <jjaramillo@thetownofcicero.com>; Lupita Diaz-Donato <ldonato@thetownofcicero.com>

Subject: Re: Girl Scout Product Program Dates for 2023-2024

CAUTION: This email originated from outside the company. Do not click links or open attachments unless you recognize the sender and know the content is safe.

[Quoted text hidden]

Maria Arias <marias@thetownofcicero.com>

Fri, Sep 1, 2023 at 10:02 AM

To: Shari Millard <smillard@girlscoutsgcnwi.org>

Cc: Angela Foster <afoster@girlscoutsgcnwi.org>, Jessica Jaramillo <jjaramillo@thetownofcicero.com>, Lupita Diaz-Donato <ldonato@thetownofcicero.com>

Awesome, we look forward to having you there! [Quoted text hidden]



# Our Lady of Czestochowa & Charity Parish

St. Mary of Czestochowa Church Our Lady of Charity Church

September 19, 2023

Dear honorable Town President and Board Members,

Our Guadalupano Committee is organizing two family fall dances, the first one in October 7th, and the second one on november 4th to raise funds for our upcoming Virgen de Guadalupe festivities in December. As usual, we are kindly asking your permission to hold these events in our Social Center located at 5000 W. 31st St., Cicero, IL 60804. During these events we are planning to have live music, sell food and alcoholic beverages, and we are expecting for the event to start around 6:30 PM and end at 11:59pm on both dates.

Thank you in advance for your continued support.

Sincerely In Christ,

Rosamar Mallari Operations Director

3010 S. 48th Ct., Cicero, IL 60804

Telephone: 708.652.0948

Web Site: www.olccparish.com

E-Mail: office@olc-church.org



### Jessica Jaramillo <jjaramillo@thetownofcicero.com>

### event permission request

1 message

Rosamar Mallari <rmallari@archchicago.org>

To: "jjaramillo@thetownofcicero.com" <jjaramillo@thetownofcicero.com>

Tue, Sep 19, 2023 at 4:18 PM

Hello Ms. Jaramillo,

Please find attached our request for permission to hold two fundraising events in preparation of Our Lady of Guadalupe festivities in December. As always, thank you for all the assistance that you always provide to our parish.

Regards,
Rosamar Mallari
Director of Operati

Director of Operations Our Lady of Czestochowa and Charity Parish &

Our Lady of Charity School O: 708-652-0948 Ext. 221

rmallari@archchicago.org

OLCC\_Letterhead\_Template.pdf 260K



### Marian Council

August 31, 2023

President Dominick & Board of Trustees Town of Cicero 4949 W. Cermak Road Cicero, IL 60804

### Dear Town Board:

We are requesting permission to gather no more than 50 participates to pray the rosary in honor of "America Needs Fatima" event celebrating the anniversary of Fatima. This event will take place in the southwest corner of the CVS parking lot located at 5524 W. Cermak Rd on Saturday, October 14 starting at 12PM (Noon) and will be ending at 1:30PM. We are inviting various members of our parish Our Lady, Mystical Rose to attend this event and require some additional time before the event for set up and after for clean up only. A portable mic will be used with a small speaker, we will not be blocking any streets or public sidewalk and/or conducting any processions in connection with this event. We thank you for your consideration.

Sincerely,

The Marion Council

Jessica Jaramillo-Flores President

29

Carol Smith Vice-President

Marian Council Group c/o Mary Queen of Heaven Parish 5300 W. 24th Street Cicero, Ill 60804

September 13, 2023

Mr.Miquel Navarrete, Manager CVS Pharmacy 5524 W. Cermak Road Cicero Ill 60804

Dear Mr. Miquel Navarrete, Manager

This letter is to confirm that you are giving us permission for the Marian Council to pray for the World Wide public prayers "America Needs Fatima" rosary rally.

Date of Prayer: Saturday October 14, 2023

• Time: 10:30a-1:30p (set-up, prayer and Rosary.)

Place: CVS parking Lot on the corner of Cermak & Central Ave.

Time Allowed: 3 Hours

Please contact me at if you have any questions.

Sincerely,

- 9/13/23

Marian Council Member for Mary Queen of Heaven Parish

Signature of Approval

Supervisor of CVS Pharmacy: Miquel Navarrete, Manager



2724 S. 61<sup>st</sup> Avenue Cicero, Illinois 60804

September 14, 2023

To: Town of Cicero,

The Children's Center of Cicero/Berwyn is a non-for-profit, registered 501(c)(3) charitable organization dedicated to the education of children and their families largely low income population from Cicero, Berwyn, and neighboring communities.

We follow the Head Start Standards to serve families in our community. We must develop and implement ongoing safety trainings for families, that includes policies and procedures to ensure children and parents practice pedestrian safety. The practice includes:

- Obey all traffic signs and signals.
- o Stop, and look left, right and left again before entering a roadway.
- o Never run into the street; always cross at the crosswalk or corner. ...
- o Always walk on the sidewalk.

For this reason, I am asking if you will grant us permission to use the Safety Town Park located at 5444 W. 35<sup>th</sup> Street, Cicero II. 60804. Also if you can please have the bathrooms open for the families

I want to thank you in advance for your support to our organization. You can reach me at or email me at mg.reyes.cccb@gmail.com for any questions.

Thank you and with warm regards,

The Children's Center of Cice & Berwyn Maria Guadalupe Reyes Early Head Start Director

### ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 1, SECTION 1-12 OF THE CODE OF ORDINANCES OF THE TOWN OF CICERO, ILLINOIS REGARDING INTEREST RATES FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the Town of Cicero (the "Town") was created by a charter enacted by the Illinois General Assembly (the "Charter"); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, several sections of the Code of Ordinances of the Town of Cicero, Illinois (the "Town Code") impose interest on debts owed to the Town (the "Regulations"); and

WHEREAS, the Town Code does not currently set forth a standard interest rate for debts owed to the Town; and

WHEREAS, the Town President (the "President") and the Board of Trustees of the Town (the "Town Board" and with the President, the "Corporate Authorities") recognize the need to update and clarify the Regulations relating to interest rates in the Town Code; and

WHEREAS, based on the foregoing, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Town and its residents to

amend Chapter 1, Section 1-12 of the Town Code to update and clarify the Regulations;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

### ARTICLE I. IN GENERAL

### Section 1.00 Findings.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to this Ordinance are full, true and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

### Section 2.00 Purpose.

The purpose of this Ordinance is to amend Chapter 1, Section 1-12 of the Town Code, to update and clarify the Regulations and to authorize the President and other Town officials to take all action necessary to carry out the intent of this Ordinance.

### ARTICLE II. AMENDMENT TO CHAPTER 1, SECTION 1-12 OF THE TOWN CODE

### Section 3.00 Amendment to Chapter 1, Section 1-12.

The Town Code is hereby amended, notwithstanding any provision, ordinance, resolution or Town Code section to the contrary, by amending Chapter 1, Section 1-12, which Section shall be amended as follows:

### Sec. 1-12. - General penalty; continuing violations.

(a) Whenever in this Code or in any town ordinance any act is prohibited or is made or declared to be unlawful or an offense or whenever in such Code or ordinance the doing of any act is required or the failure to do any act is declared to be unlawful, where no specific penalty is provided, the violation of any such provision of this Code or any ordinance shall be punished by a fine of not less than \$50.00 and not more than \$750.00. Each day any violation of any section of this Code or of any ordinance shall continue shall constitute a separate offense.

- (b) In addition to the penalty provided in subsection (a) of this section, any condition caused or permitted to exist in violation of any of the provisions of this Code or any ordinance shall be deemed a public nuisance and may be abated by the town as provided by law, and each day that such condition continues shall be regarded as a new and separate offense.
- (c) If any person fails to pay to the town any tax, fee, or other debt when due, and if no specific interest rate is referenced within this Code or imposed by a court of law, interest shall accumulate and be due at the rate of one percent per month. Notwithstanding the foregoing, any specific interest rate specifically provided by Ordinance adopted on or after January 1, 2021 shall supersede this section.

#### Section 3.01 Other Actions Authorized.

The officers, employees and/or agents of the Town shall take all action necessary or reasonably required to carry out, give effect to and consummate the amendments contemplated by this Ordinance and shall take all action necessary in conformity therewith. The officers, employees and/or agents of the Town are specifically authorized and directed to draft and disseminate any and all necessary forms to be utilized in connection with this amendment.

## ARTICLE III. HEADINGS, SAVINGS CLAUSES, PUBLICATION, EFFECTIVE DATE

### Section 4.00 Headings.

The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

### Section 5.00 Severability.

The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

### Section 6.00 Superseder.

All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

### Section 7.00 Publication.

A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

### Section 8.00 Effective Date.

This Ordinance shall be effective ten (10) days after its passage and approval in accordance with Illinois law.

### (THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED thisday o	f	, 2023, pu	rsuant to a roll ca	ll vote as follow
	YES	NO	ABSENT	PRESENT
Virruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
TOTAL				
APPROVED	by the President of LARRY DO PRESID	MINICK		23
	ATTE			
	MARIA PUN TOWN C			

#### ORDINANCE NO.

AN ORDINANCE AUTHORIZING AND APPROVING THE DISPOSAL OF OBSOLETE PERSONAL PROPERTY FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the Town of Cicero (the "Town") was created by a charter enacted by the Illinois General Assembly (the "Charter"); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, pursuant to Section 11-76-4 of the Illinois Municipal Code (65 ILCS 5/11-76-4), whenever a municipality owns any personal property, which in the opinion of a simple majority of the corporate authorities then holding office is no longer necessary or useful to, or for the best interests of the municipality, such a majority of the corporate authorities then holding office may: (1) authorize, by ordinance, the sale of that personal property in such manner as they may designate, with or without advertising the sale; (2) authorize any municipal officer to convert that personal property into some other form that is useful to the municipality by using the material in the personal property; or (3) authorize any municipal officer to convey or turn in any specified article of personal property as partial payment on a new purchase of any similar article; and

WHEREAS, the Town, as a home rule municipality, also has the authority to

dispose of or discard obsolete personal property; and

WHEREAS, the Town's Purchasing Department, IT Department, and Maintenance Department (collectively, the "Departments") have requested that the Town dispose of or discard certain obsolete information technology equipment that no longer has value to the Town (the "Personal Property"), which is described in certain documents (the "Documents"), attached hereto and incorporated herein as Group Exhibit A; and

WHEREAS, the Departments intend to dispose of the Personal Property in a fair, secure, and reasonable manner; and

WHEREAS, the Town President (the "President") and the Board of Trustees of the Town (the "Town Board", and with the President, the "Corporate Authorities") have reviewed the Documents and have determined that retaining the Personal Property, which is obsolete, is no longer usable or repairable, or is surplus property or rubbish, is no longer necessary or useful to or for the best interests of the Town; and

WHEREAS, to ensure that the Town operates in an efficient and economical manner, it is necessary for the Town and Town employees to have adequate space for functional equipment and personal property; and

WHEREAS, based on the foregoing, the Corporate Authorities find that it is necessary for conducting Town business, the effective administration of government, and in the best interests of the Town and its residents to authorize the Directors of the Departments or their designees, to sell, dispose of, or discard the Personal Property;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

### ARTICLE I. IN GENERAL

#### **Section 1.00 Incorporation Clause.**

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true, and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

#### Section 2.00 Purpose.

The purpose of this Ordinance is to authorize the Directors of the Departments or their designees to dispose of or discard the Personal Property to help ensure that the Town and Town employees have adequate space for functional equipment and personal property, and to take all necessary steps to effectuate the intent of this Ordinance.

### ARTICLE II. AUTHORIZATION

#### Section 3.00 Authorization.

The Town Board hereby authorizes and directs the Directors of the Departments or their designees to dispose of or discard the Personal Property in accordance with the terms of this Ordinance and ratifies any and all previous action taken to effectuate the intent of this Ordinance. The Town Board authorizes and directs the President and the Directors or designees of the same, to execute any and all documentation that may be necessary to carry out the intent of this Ordinance. The Town Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary.

# ARTICLE III. HEADINGS, SAVINGS CLAUSES, PUBLICATION, EFFECTIVE DATE

#### Section 4.00 Headings.

The headings of the articles, sections, paragraphs, and subparagraphs of this Ordinance are inserted solely for convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

#### Section 5.00 Severability.

The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

#### Section 6.00 Superseder.

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

#### Section 7.00 Publication.

A full, true, and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

#### **Section 8.00 Effective Date.**

This Ordinance shall be effective and in full force immediately upon passage and approval.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED thisday	of	, 2023, pursuant to a roll call vote as follows:			
	YES	NO	ABSENT	PRESENT	
Virruso					
Cundari					
Reitz					
Garcia					
Porod					
Cava					
Vargas					
(President Dominick)					
TOTAL					
APPROVE	<b>D</b> by the President of	on	, 2023	3	
	LARRY DO PRESID				
	ATTE	ST:			
	MARIA PUNZ				
	TOWN C	LERK			

### **GROUP EXHIBIT A**

### THE TOWN OF CICERO MEMO

TO: Michael Del Galdo, Town of Cicero Attorney FROM: Mary Lou Schvach, Purchasing/Mailroom Director

cc: Amanda Wolff, IT Department Director James Wood, Maintenance Director

DATE: September 07, 2023

RE: Town of Cicero Disposal of Obsolete IT Department Computer Equipment & Office Equipment

The Town of Cicero ("the town") owns computers, peripherals, other computer, office & electronic equipment, supplies and chattels that no longer have value to the town. Such equipment, supplies and chattels are now obsolete with no monetary value. Attached is a copy of Excel spreadsheets creating the disposal list for obsolete equipment.

In the spirit of inter-departmental co-operation the Maintenance Department, Public Works and Purchasing Department accept the responsibility to dispose of the unusable Computer Department equipment and other obsolete chattels. Thus the Maintenance Department, Public Works and the Purchasing/Mailroom Department request permission to dispose of the attached list of obsolete, surplus, no longer usable or non-repairable town chattels and other equipment and supplies in a fair and reasonable manner.

For the Cicero Town Board of Trustee's consideration the attached sheets enumerates town property obsolete equipment.

Please advise if and when it is acceptable to proceed with the disposal process.

If you have any questions or I can be of further service please contact me.

Thank You.

CATEGORY	ITEM	Q TY	Manufacturer	Type/Description	Model	Serial Number
Computer Equipment	Keyboard	1	Hewlett-Packard		KU-1156	BDMGH0CWU8FH0C
Computer Equipment	Keyboard	1	Hewlett-Packard		KB57211	BDMGH0CHH5UHY9
Computer Equipment	Keyboard	1	Logitech	K270	820-006477	18468SY01K5P8
Computer Equipment	Monitor	1	Hewlett-Packard	LCD Monitor	L1906	CND73626XT
Computer Equipment	Monitor	1	Hewlett-Packard	LCD Monitor	L1906	CNC625Q7KL
Computer Equipment	Monitor	1	Hewlett-Packard	LCD Monitor	L1906	CNC719QZRL
Computer Equipment	Mouse	1	Hewlett-Packard		MOFYUO	FCMHH0AHD8TM01
Computer Equipment	Mouse	1	Hewlett-Packard		SM-2022	FCMHH0CQW5WR9Y
Computer Equipment	Printer	1	Hewlett-Packard	All-In-One Inkjet Printer	Officejet Pro 8630	CN621FW0CC
Computer Equipment	Printer	1	Hewlett-Packard	All-In-One Inkjet Printer	Officejet Pro 8630	CN35vbvg01
Computer Equipment	Printer	1	Hewlett-Packard	ALL-IN-ONE Printer	HP ProOne 600	8CG842CS6V
Computer Equipment	Printer	1	Hewlett-Packard	Color Laser Jet Pro	MFP M477fdw	VNB8J6N37W
Computer Equipment	Printer	1	Hewlett-Packard	Color Laser Jet Pro	MFP M477fdw	VNCKLD01W5
Computer Equipment	Printer	1	Hewlett-Packard	Color Laser Jet Pro	MFP M477fdw	VNB8J6N2ZT
Computer Equipment	Printer	1	Hewlett-Packard	Color Laser Printer, New	LaserJet 500 color M551	CNCCF3P0KG
Computer Equipment	Printer	1	Hewlett-Packard	HP LaserJet 3050 All-in-One Laser Printer/Scanner/Copier/Fax	Q6504A	CNBJ 235615
Computer Equipment	Printer	1	Hewlett-Packard	HP Office Pro 8600	SNPRC-1101-01	CN261BT2BB
Computer Equipment	Computer	1	Hewlett-Packard		Elitedesk 800 G1 USDT	MXL52723BN
Computer Equipment	Computer	1	Hewlett-Packard		Elitedesk 800 G1 USDT	MXL4050F09
Computer Equipment	Computer	1	Hewlett-Packard		Compaq Elite 8300 small form factor	2UA242119Q
Computer Equipment	Computer	1	Hewlett-Packard		Compaq dx7500 Microtower	MXL9341BNZ

#### **OBSOLETE EQUIPMENT**

CATEGORY	ITEM	Q TY	Manufacturer	Type/Description	Model	Serial Number
Network Equipment	Switch	1	Cisco	Series Switches Data Sheet	Catalyst 2960 Series SL	FOC1232W4YC
Office Equipment	Calculator	1	Canon	Calendar & Clock 12 Digit 2 Color	P170-DH	2213114
Office Equipment	Fax Machine	1	Brother	Brother IntelliFax All-In-One Laser Printer	FAX4100e	U61639C4J501283
Office Equipment	Shredder	1	Fellows	Cross Cut - Jam Proof	MS-45 C1	091183-GA-000 1999
Office Equipment	Shredder	1	Fellows	Cross Cut - Jam Proof	PS-80 C2	040716-EC-006 4897

#### ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT FOR DESK AIDES BETWEEN THE TOWN OF CICERO, ILLINOIS AND THE ILLINOIS COUNCIL OF POLICE FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the Town of Cicero (the "Town") was created by a charter enacted by the Illinois General Assembly (the "Charter"); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Desk Aides ("Desk Aides") play an integral role in protecting the safety and welfare of Town residents and the efficient operation of the Cicero Police Department; and

WHEREAS, the Illinois Council of Police ("the Union") is the sole and exclusive representative of the bargaining unit with respect to wages, hours, and other terms and conditions of employment for Desk Aides; and

WHEREAS, the Town and the Union desire to enter into a new collective bargaining agreement upon the terms and conditions set forth in the agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, based on the foregoing, the Town President (the "President") and the Board of Trustees of the Town (the "Town Board" and with the President, the "Corporate

Authorities") have determined that it is advisable and in the best interests of the Town and its residents to approve and execute the Agreement; and

WHEREAS, the Union previously approved and executed the Agreement and has requested that the Town Board adopt and approve this Agreement; and

WHEREAS, the President is authorized to enter into and the Town Attorney (the "Attorney") is authorized to revise the Agreement for the Town making such insertions, omissions, and changes as shall be approved by the President and the Attorney;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

## ARTICLE I. IN GENERAL

#### Section 1.00 Findings.

That the Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true, and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

#### Section 2.00 Purpose.

The purpose of this Ordinance is to authorize the Town to enter into the Agreement between the Town and the Union and to ratify any steps taken to effectuate that goal.

### ARTICLE II. AUTHORIZATION AND APPROVAL OF DOCUMENTS

#### **Section 3.00** Authorization and Approval of Documents.

That the terms and conditions of the Agreement are hereby approved in substantially the same form as set forth in Exhibit A, with such insertions, omissions, and changes as shall be approved by the Attorney or the President executing the same. The Corporate Authorities hereby authorize and direct the President or his designee to enter into and approve the Agreement in accordance with its terms, or any modification thereof, and to ratify any and all previous acts taken to effectuate the intent of this Ordinance. The Town Clerk is hereby authorized and directed to attest to and countersign the Agreement and any such other documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. The President and his designee(s) are hereby authorized to take any and all steps necessary to effectuate the terms and intent of this Ordinance and Agreement including, without limitation, attending collective bargaining meetings to finalize the terms of the Agreement. The officers, agents, and/or employees of the Town shall take all action necessary or reasonably required to carry out, give effect to, and effectuate the purpose of this Ordinance and to take all action necessary in conformity therewith.

# ARTICLE III. HEADINGS, SAVINGS CLAUSES, PUBLICATION EFFECTIVE DATE

#### Section 4.00 Headings.

The headings of the articles, sections, paragraphs, and sub-paragraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

#### Section 5.00 Severability.

The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative,

unenforceable, and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

#### Section 6.00 Superseder.

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

#### Section 7.00 Publication.

A full, true, and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

#### Section 8.00 Effective Date.

This Ordinance shall be effective and in full force immediately upon passage and approval.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED thisday	of	, 2023, pursuant to a roll call vote as follows:				
	YES	NO	ABSENT	PRESENT		
Virruso						
Cundari						
Reitz						
Garcia						
Porod						
Cava						
Vargas						
(President Dominick)						
TOTAL						
APPROVEI	<b>D</b> by the President	on	, 202	23		
	LARRY DO	MINICK				
	PRESII					
	ATTE	CT.				
	AIIF	A31:				
	MARIA PUN TOWN O	<del></del>				
	10 1111					

### EXHIBIT A

Attorneys & Counselors

1441 S. Harlem Avenue Berwyn, Illinois 60402 Telephone (708) 222-7000 – Facsimile (708) 222-7001 www.dlglawgroup.com

#### • MEMORANDUM •

TO: THE HONORABLE MARIA PUNZO-ARIAS

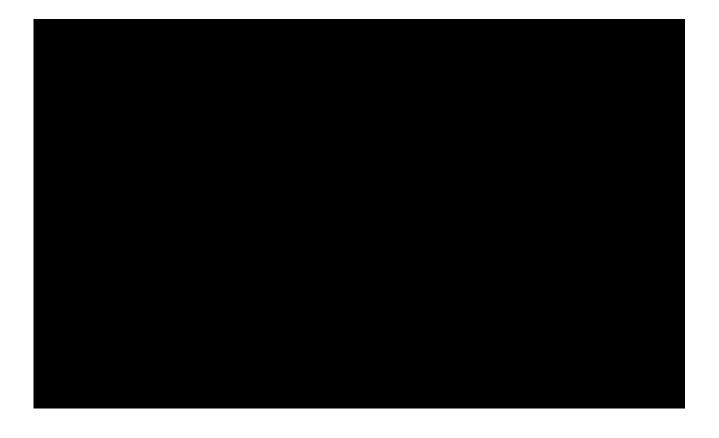
THE HONORABLE LARRY DOMINICK

FROM: BRIAN MILLER, ONE OF THE TOWN'S ATTORNEYS

RE: COLLECTIVE BARGAINING ITEMS ON SEPTEMBER 26, 2023 BOARD OF

TRUSTEES AGENDA

DATE: SEPTEMBER 19, 2023





#### ORDINANCE NO.

AN ORDINANCE AUTHORIZING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF CICERO, ILLINOIS AND THE TRUCK DRIVERS, OIL DRIVERS, FILLING STATION AND PLATFORM WORKERS UNION LOCAL NO. 705, FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the Town of Cicero (the "Town") was created by a charter enacted by the Illinois General Assembly (the "Charter"); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Truck Drivers, Oil Drivers, Filling Station and Platform Workers Union Local No. 705 (the "Union") is the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours and all other terms and conditions of employment for all employees in the bargaining unit; and

WHEREAS, the bargaining unit shall include all full-time and part-time Animal Control Officers and Animal Control Staff, excluding office clericals, confidential employees, managers and statutory supervisors (collectively, the "Employees") in the Animal Welfare Department (the "Department"); and

WHEREAS, in furtherance of the continued efficient operation of the Department, the Town and the Union desire to enter into an agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, to clarify the basic terms upon which the collective bargaining relationship between the Town and the Union depends; and

WHEREAS, based on the foregoing, the Town President (the "President") and the Board of Trustees of the Town (the "Town Board" and with the President, the "Corporate Authorities") have determined that it is necessary for the public health, safety and welfare, and in the best interests of the Town and its residents, to approve and execute an agreement with terms substantially the same as the terms of the Agreement; and

WHEREAS, the Union also finds that the execution of the Agreement is a necessary precursor to carrying out essential governmental functions of the Town; and

WHEREAS, the President is authorized to enter into, and the Town Attorney (the "Attorney") is authorized to revise agreements for the Town making such insertions, omissions and changes as shall be approved by the President and the Attorney;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

## ARTICLE I. IN GENERAL

#### **Section 1.00 Incorporation Clause.**

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

#### Section 2.00 Purpose.

The purpose of this Ordinance is to authorize the President to enter into and approve the Agreement so as to clarify the wages, hours and working conditions of the Employees, to further authorize the President to take any and all steps necessary to carry out the terms of the Agreement and to ratify any steps taken to effectuate that goal.

#### ARTICLE II. AUTHORIZATION

#### Section 3.00 Authorization.

The Town Board hereby authorizes and directs the President or his designee to enter into and approve the Agreement in accordance with its terms, or any modification thereof, and to ratify any and all previous acts taken to effectuate the intent of this Ordinance. The Town Board authorizes and directs the President or his designee to execute the Agreement, with such insertions, omissions and changes as shall be approved by the President and the Attorney. The Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Ordinance. The Town Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation that may be necessary to carry out and effectuate the purpose of this Ordinance. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. The President and his designee(s) are hereby authorized to take any and all steps necessary to effectuate the terms and intent of this Ordinance and the Agreement including, without limitation, attending collective bargaining meetings to finalize the terms of the Agreement. The officers, agents and/or employees of the Town shall take all action necessary or reasonably required to carry out, give effect to and effectuate the purpose of this Ordinance and shall take all action necessary in conformity therewith.

# ARTICLE III. HEADINGS, SAVINGS CLAUSES, PUBLICATION, EFFECTIVE DATE

#### Section 4.00 Headings.

The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

#### Section 5.00 Severability.

The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

#### Section 6.00 Superseder.

All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

#### Section 7.00 Publication.

A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

### **Section 8.00 Effective Date.**

This Ordinance shall be effective and in full force immediately upon passage and approval.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED thisday o	y of, 2023, pursuant to a roll call vote as follows:					
	YES	NO	ABSENT	PRESENT		
Virruso						
Cundari						
Reitz						
Garcia						
Porod						
Cava						
Vargas						
(President Dominick)						
TOTAL						
APPROVED	by the President of	on	, 202	23		
	LARRY DO PRESID					
	ATTE	ST:				
	MARIA PUN	ZO-ARIAS				
	TOWN C					

### EXHIBIT A

### **AGREEMENT**

### **BETWEEN**

### TOWN OF CICERO

### AND

TRUCK DRIVERS, OIL DRIVERS, FILLING STATION AND PLATFORM WORKERS UNION LOCAL NO. 705

January 1, 2023- December 31, 2025

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#### **PREAMBLE**

THIS AGREEMENT made and entered into this, 22nd day of August, 2023 by and between the Town of Cicero, Cook County, State of Illinois, hereafter referred to as the "EMPLOYER" or "TOWN," 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."

## ARTICLE I RECOGNITION

Section 1.1 - Representative Unit. The Employer recognizes the Union as the sole and exclusive representative for all Full-Time and Part-Time employees of the Town of Cicero included in the Animal Welfare Department in the following titles: Animal Control Officers and Animal Control Staff excluding Office Clericals, confidential employees, managers and statutory supervisors as certified by the Illinois Labor Relations Board in Case No. S-RC-14-041..

Section 1.2 - Dues Checkoff. With respect to any Animal Control Employee from whom the Employer receives individual written authorization, signed by the Employee, in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee the dues, initiation fees, and assessments required as a condition of membership on the Union, or a representation fee, an shall forward such amount to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Union.

<u>Section 1.3 - Indemnification.</u> The Union shall indemnify and save the Employer harmless against any and all claims, demands, suit or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with any provisions of this Article. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved Employee.

Section 1.4 - New Employee Membership. All new Employees covered by this Agreement who voluntarily become members of the Union thirty (30) days from their first date of employment and shall maintain their membership in good standing in the Union.

## ARTICLE II PROBATIONARY EMPLOYEES

Employees hired by the Employer shall serve a six (6) month probationary period. Probationary employees are covered by the terms of this contact; however, the parties recognize that probationary employees may pursue any remedies, which are available to them under law, except that a probationary employee who is terminated shall not have access to the grievance procedure set forth in Article XIV of this Agreement, regarding such probationary employee's termination of employment.

#### ARTICLEIII NO STRIKE

Section 3.1 - No Strike. Neither the Union nor any employees, agents or employees will instigate, promote, sponsor, engage in or condone any strike, secondary boycott, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted abnormal and unapproved enforcement procedures or policies, mass resignations, mass absenteeism, or picketing which in any way results in the interruption or disruption of the operations of the Town, regardless of the reason for so doing. Each employee who holds the position of employee or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article.

Section 3.2 - No Lockout. The Town will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 3.3 - Judicial Restraint. Nothing contained herein shall preclude the Town or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

#### ARTICLE IV HOURS OF WORK

Section 4.1 - Hours of Work. Except as provided elsewhere in this Agreement, all Full-Time employees' work hours shall consist of eight (8) consecutive hours of work each work day during a regular work week. Each eight (8) hour work day shall include a thirty (30) minute paid lunch break and two paid fifteen (15) minute breaks, which may be combined by the employee, with the preapproval of the Department Head. Employees shall be required to account for all time worked through the use of a time clock system as required by the Town. Part time employees' work hours shall consist of four (4) consecutive hours of work. Part Time Employees may work up to a maximum of twenty-four (24) hours in a regular work week.

<u>Section 4.2 - Use of Time Clock.</u> In the event the Employer utilizes a time clock, employees shall punch in and the Employer will keep such records.

Section 4.3 - Overtime Compensation. All hours worked in excess of eight (8) hours per work day shall be calculated at the rate of one and one-half (1-1/2) times the Employee's regular rate of pay.. Overtime hours must be approved in advance by the Department Head.

Section 4.4 - Overtime Assignments. In non-emergency situations, overtime shall be offered to each employee based on seniority. The list shall be in seniority order and the first offer of overtime under this Agreement shall be made to the most senior employee. Calls to such employees will be made in the order as the names on the list. The Animal Welfare Director may call multiple employees, and leave messages for those who do not answer such call. If an employee responds to a message, the employee may be assigned an open overtime slot, if available, in the order that the employees call back. If an employee fails to return a call within twenty (20) minutes, the Employer may move on to the next employee on the seniority list. The Employer and employee shall each provide a phone number (the Employer shall provide two numbers) to the other, which is the contact number for the Employer/employee, and shall notify the other if the number changes. Should the need for overtime

not be satisfied by the above procedure, the Town may require Employees to work overtime in seniority order, least senior to most senior, until the need for overtime work is satisfied.

<u>Section 4.5 - Call Back.</u> Employees who are called back for emergencies for hours which are not immediately contiguous to his or her scheduled work hours, shall be guaranteed a minimum of three (3) hours' work at the applicable hourly rate.

<u>Section 4.6 - No Pyramiding.</u> Compensation shall not be paid more than once for the same hours under any provisions of this Article of Agreement.

#### ARTICLE V HOLIDAYS

#### Section 5.1 - Holidays.

The following thirteen (13) days shall be recognized (and observed on the federally observed date of the holiday, except for New Years Day, Easter, Independence Day, Christmas Eve Day and Christmas Day, which shall be recognized on the actual date of the holiday) as paid holidays:

New Years Day

Washington's Birthday

Easter

Memorial Day

Independence Day

Columbus Day

Christmas Eve Day

Veterans Day

Martin Luther King's Birthday

Easter

Junetcenth

Labor Day

Thanksgiving Day

Christmas Day

#### Section 5.2 Conditions for

#### Pay.

- A. Employees who are required to work on a holiday, shall receive one-half (½) of the normal scheduled hours as additional pay, and shall be granted an additional day off, at the regular rate of pay, within the same calendar year. Such day off shall be taken at a time mutually agreed upon by the Employe and his/her supervisor.
- B. Employees whose regularly scheduled day off coincides with an established holiday, or who are on vacation, and are required to work that holiday, shall receive double the hourly rate of pay, in addition to another day off, at the regular rate of pay, within the same calendar year. Such additional day off shall be taken at a time mutually agreed upon by the Employee and his supervisor.

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- C. Employees whose regular scheduled day off coincides with an established holiday, will be granted an additional day off, at the regular rate of pay, and at a mutually agreed time during the same calendar year.
- <u>Section 5.3 General Leaves of Absence.</u> Covered employees shall be entitled to general leaves of absence as set forth in the Town of Cicero Personnel Manual in effect at the date of execution of this Agreement.
- <u>Section 5.4 Military Leave.</u> Covered employees shall be entitled to military leave as set forth in the Town of Cicero Personnel Manual in effect at the date of execution of this Agreement.
- <u>Section 5.5 Jury Duty.</u> Leave of absence with pay shall be granted to an employee who is serving jury duty or as a witness in court pursuant to a duly served subpoena with pay for the duration of said leave.
- <u>Section 5.6 Benefits While on Leave.</u> Covered employees shall be entitled to receive benefits while on approved leave as set forth in the Article 6 of this Agreement (i.e. health insurance).
  - <u>Section 5.7 Personal Days.</u> Covered employees shall be entitled to receive two (2) personal days. Employees shall be required to request, in writing, the use of personal day(s) at least one (1) week in advance of the personal day, unless circumstances beyond the employee's control prevent him or her from giving a week's notice.

#### ARTICLE VI INSURANCE & RETIREMENT

(a) Effective January 1, 2023, the Employer for each Full Time employee shall pay the sum of Four Hundred, Eighty-Eight dollars (\$488.00) per week to Local 705 International Brotherhood of Teamsters Health and Welfare Fund (Fund), an irrevocable trust heretofore created by an Agreement and Declaration of Trust (Trust Agreement), pursuant to a Collective Bargaining (Cartage) Agreement between certain Employers and the Union. The Fund shall use these payments for purposes permitted under the Trust Agreement and to provide health, welfare, death and such other benefits as permitted by said Trust Agreement, as amended, from time to time, and by Section 302(c) of the Labor-Management Relations Act of 1947 and the Employee Retirement Income Security Act of 1974.

The Trustees of the Fund shall have the sole power (a) to construe the provisions of the Trust Agreement and rules and regulations and all terms used therein, and (b) to determine all disputes with respect to eligibility, the right to participate in benefits of the Fund, time, method of payment, payment during periods of employee illness or disability, methods of enforcement of payment and related matters, and any construction adopted and any determination made by the Trustees in good faith shall be final and binding upon all

Employers, employees, participants, legal representatives, dependents, relatives, and all persons and parties.

- (b) Effective January 1, 2024, the Employer for each Full Time employee shall pay the sum of five hundred and eight dollars (\$508.00) per week to Local 705 International Brotherhood of Teamsters Health and Welfare Fund (Fund).
- (c)Effective January 1, 2025, the Employer for each Full time employee shall pay the sum of Five hundred Twenty-eight dollars (\$528.00) per week to Local 705 International Brotherhood of Teamsters Health and Welfare Fund (Fund).
- (d) The Trustees of the Fund or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the Fund and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

<u>Section 6.2 – Conditions of Employer Payments.</u> The Employer payments to the Fund shall be as follows:

- (a) The amount per employee per week shall be paid for each regular employee covered by this Agreement for any week in which such employee performs any services for the Employer, even when such services are not performed under the terms of this Agreement;
- (b) Payment shall be made on all replacement/supplemental employees for the days worked by such replacement/supplemental employees at a rate equal to twenty percent (20%) per day of the aforesaid weekly payment to a maximum of five (5) days;
- (c) If an employee is absent because of occupational illness or injury, the Employer shall pay the required payment to the extent required by law or written agreement between the employee and Town;
- (d) The obligation to make the above payments shall continue during periods when a new Collective Bargaining Agreement is being negotiated;
- (e) Whenever an Employer is not obligated to make payment to the Fund for an absent employee, then the employee shall make the required payment as permitted by the Trustees;
- (f) Contributions required to be paid hereunder shall be paid for all days off which are paid for under the Holiday and Vacation provisions of this Agreement.
- <u>Section 6.3 Military Clause.</u> Employees in service in the uniformed services of the United States, as defined by the provisions of the Uniform Services Employment and Reemployment Rights

Act (USERRA), Title 38, U.S. Code Chapter 43, shall be granted all rights and privileges provided by USERRA and/or other applicable state and federal laws. This shall include continuation of health coverage to the extent required by USERRA, and continuation of pension contributions for the employee's period of service, as provided by USERRA. Employees shall be subject to all obligations contained in USERRA which must be satisfied for the employees to be covered by the statute.

<u>Section 6.4 – Questions Regarding Claims.</u> All bargaining unit members who have questions regarding health insurance claims shall be required to contact the International Brotherhood of Teamsters Health and Welfare Fund, not Town personnel, since the Town does not administer the health insurance program, but only pays premiums on behalf of bargaining unit members.

Section 6.5 Retirement. The Town of Cicero will contribute to the Illinois Municipal Retirement Fund (IMRF) for all applicable Employees provided for in under the IMRF Plan.

## ARTICLE VII VACATIONS

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- <u>Section 7.1 Vacation Leave.</u> All Full-Time Employees are eligible for vacation with pay as follows:
- A. Employees are entitled to ten (10) working days vacation per year upon the completion of one (1) year of service.
- B. Employees are entitled to fifteen (15) working days vacation per year upon the completion of five (5) years of service.
- C. Employees are entitled to twenty (20) working days vacation per year upon the completion of ten (10) years of service.
- D. Employees are entitled to twenty-five (25) working days vacation per year upon the completion of fifteen (15) years of service.
- E. Employees are entitled to thirty (30) working days vacation per year upon completion of twenty five (25) years of service.
- <u>Section 7.2 Vacation Computation.</u> All vacation shall be computed from the anniversary date of employment.
- <u>Section 7.3 Vacation Approval and Scheduling.</u> Vacations shall be selected in order of seniority. Vacations must be submitted in advance of the week requested. Vacation is earned from the start of Employment but no paid vacation shall be granted until after one year of employment has been completed.
- Section 7.4 Accumulation of Vacation Leave. Vacation time cannot be accumulated from one year to the next. However, at the discretion of the Department Head, an employee may roll over one week of vacation time prior to the expiration of the year in which the vacation accrued. Vacation that is

rolled over must be used in the first half of the year immediately following its accrual. Such request shall not be unreasonably denied.

- Section 7.5 Pay in Lieu of Vacations. Vacations are provided for the recreation and relaxation of the employees. Accordingly, there is no pay in lieu of vacation leave.
- <u>Section 7.6 Termination of Employment.</u> Upon termination of employment, an employee shall be paid for accrued, prorated vacation leave in accordance with all applicable provisions contained in the this Agreement, and any applicable state or federal law.
- <u>Section 7.7 Employees on Special Leave</u>. Employees on special leave shall be subject to the following:
- A. Employees on disability, military or sick leave for less than thirty (30) days shall earn vacation at the normal rate discussed above.
- B. Employees on leave receiving Workers' Compensation benefits from the Employer shall earn vacation at the normal rate discussed above.

## ARTICLE XIII BEREAVEMENT LEAVE AND SICK LEAVE

<u>Section 8.1 – Bereavement Leave.</u> Up to three (3) working days of paid leave for reasons of death in an employee's immediate family may be granted at the discretion of the employee's immediate supervisor. For purposes of this section, "immediate family" is defined as the employee's spouse, father, mother, step-father, step-mother, step-sister, step-brother, the employee's primary caregiver or guardian (in the event the employee was not raised by his or her parents, father-in-law, mother-in-law, sister, brother, step-sister, step-brother, grandfather, child, and step-child.)

Section 8.2 - Sick Leave. Employees shall be eligible for the sickness and disability leave benefits provided herein. The granting of sick leave and disability leave is contingent upon the following conditions:

Full-time employees shall earn sick leave at the rate of one (1) day per month. Part-time employees are not entitled to sick leave. Paid sick leave may be used for illness, disability, or medical appointments for the employee that cannot be scheduled during off-duty hours. Any additional use of medical leave, shall be on an unpaid basis, unless the employee is eligible for and opts to use accrued paid leave concurrently while on medical leave pursuant to the Family and Medical Leave Act ("FMLA"). New employees shall not be eligible to use paid sick leave until thirty (30) days after the date of hire. Paid sick leave must be used in increments of at least four (4) hours.

An employee unable to report to work shall contact his immediate supervisor via telephone e-mail at least one (1) hour prior to the scheduled shift. If the absence is longer than one (1) day, the employee shall keep the supervisor informed of the condition and anticipated return to work date.

## ARTICLE IX TRAINING AND CERTIFICATIONS

<u>Section 9.1 - On-Duty Training.</u> Employees attending required training sessions away from the Animal Welfare Department shall either be provided transportation to and from the training location, if available, or shall be paid the prevailing rate mileage allowance for the use of their own vehicle.

Employees shall be compensated at the employee's applicable straight or overtime hourly rate of pay for travel time to and from said training, up to a maximum of two (2) hours.

Section 9.2 - Certification Stipend.

- (a) Full-Time Employees: Effective January 1, 2020, fulltime Employees are eligible to receive an annual certification stipend, up to a maximum of five hundred (\$500) dollars total, for obtaining and maintaining a maximum of two (2) pre-approved work-related certification(s), as follows:
  - (i) A two-hundred fifty (\$250.00) dollar stipend for one certification;
  - (ii) A five hundred (\$500.00) dollar stipend for two certifications.
- (b) Part-Time Employees: Effective January 1, 2020, part-time employees are eligible to receive an annual certification stipend, up to a maximum of two-hundred fifty (\$250.00) dollars, for obtaining and maintaining a maximum of two (2) pre-approved work-related certification(s), as follows:
  - (i) A one hundred twenty-five (\$125.00) dollar stipend for one certification;
  - (ii) A two hundred fifty (\$250.00) dollar stipend for two certifications.
- (c) Eligible Certifications: The following certifications are approved for payment of a stipend pursuant to this Section 9.2: Basic Animal Control and Handling; Kennel Technician; Pepper Spray and ASP; Animal Investigations. Other certifications may be approved at the sole discretion of the Director of Animal Welfare.
- (d) Payment. Employees who are eligible will receive their certification pay on January 1<sup>st</sup> of each calendar year of this Agreement. Employees shall receive no retroactive certification pay for calendar year 2019.
- (e) Maintenance of Certification. To be eligible for a Certification Stipend(s), the employee must successfully complete the required certification classes and maintain the certification(s).
- (f) Cost of Classes. The Employer will pay the cost of the classes required to obtain the certification(s), and \$125.00 for Part time, but will not exceed 2 Certificates or a total of five-hundred (\$500.00) dollars and a total of \$250.00 for Part time per each year of the Agreement. Within 120 days of ratification, any employee who does not have 2 certifications will be trained and certified with ACTS- Shelter Technician. Once certified the Employee will receive the January of 2020 stipend and each January thereafter. To be eligible all employees must attend the required certification classes and maintain the current certifications. The Town of Cicero will pay the cost of the classes and certificates

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#### ARTICLE X UNIFORM ALLOWANCE

Section 10.1 - Uniform Allowance. The Employer will provide all uniforms, safety equipment and personal protective equipment determined to be necessary to perform the job at the Employer's expense. Uniforms are to be worn by all Employees while performing the duties required under their job. All uniform items and safety equipment must remain in the Animal Welfare Department, and may not be taken home or off the premises. The Employer shall provide on-site facilities for employees to launder their uniforms free of charge during their regular work hours.

Employees will be provided an annual shoe/boot allowance of one hundred and fifty dollars (\$150.00) for the purchase of boots through a vendor selected by the Town. Any Employee who exceeds the allowance for the purchase of boots will be responsible for reimbursing the Town the additional cost within a period of fifteen days. If an employee's boots are damaged or destroyed in the course of his or her duties, the Employer will reimburse the Employee for the actual cost of new boots, up to a maximum of \$150.00. Replacement of boots does not apply to normal "wear and tear" of the boots. Said reimbursement must be submitted to the Director of Finance. Employees shall provide evidence of the purchase of new steel-toed safety boots each year to the Director or his/her designee.

<u>Section 10.2 - Damage to Personal Property.</u> The Town shall reimburse employees for the reasonable cost of replacement of watches (up to a maximum of \$50.00), and eyeglasses or contact lenses (up to a maximum of \$300.00) damaged in the course of duty. An employee must complete an incident report and present a receipt for the cost of the replacement item.

## ARTICLE XI SENIORITY

Section 11.1 - Definition of Seniority. Where the term "seniority" is used in this Agreement, it will mean as follows:

- A. Seniority shall be defined as an employee's length of full-time continuous service as an employee within the Animal Welfare Department.
- B. In the event that two or more employees have the same seniority date, seniority shall be determined by the employees' given job responsibilities. An employee with a more advanced job classification shall be determined to have seniority. If job classification is the same the seniority will be determined by alphabetical order.
- C. Except for vacation purposes, probationary employees shall have no seniority rights. If an employee satisfactorily completes the probationary period, his/her seniority shall be the date of original employment.

<u>Section 11.2 - Loss of Seniority.</u> An employee's seniority will terminate in the following circumstances:

- A. The employee resigns or quits;
- B. The employee retires;
- C. The employee is discharged or permanently removed from the payroll, and the separation is not reversed;
  - D. The employee does not return to work at the expiration of a leave of absence;
- E. The employee is absent for three (3) consecutive scheduled work days without authorization and fails to report to work on the fourth (4th) day;
  - F. The employee does not return to work when recalled from layoff.
- Section 11.3 Layoffs and Recall. Should the Employer determine that it is necessary to decrease the number of employees in the bargaining unit, it will lay off employees in the order of inverse seniority in accordance with the provisions set forth in the Illinois Compiled Statutes. Where practicable, affected employees and the Union will be given notice of contemplated layoffs at least two (2) weeks prior to the effective day of the layoff(s). Laid off employees will have recall rights for a period of three (3) years.
- Section 11.4 Right of Recall. Any employee who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled in the inverse order of layoff.
- Section 11.5 Notice of Recall. Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall, which shall be sent to the employee by certified or registered mail, return receipt requested, with a copy to the Union, provided that the employee must notify the Director of Animal Welfare or his/her designee of his intention to return to work within five (5) days after receiving notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt request, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Animal Welfare Department or his/her designee with his latest mailing address. If an employee fails to timely respond to a recall notice by return mail or in person, his name shall be removed from the recall list.
- Section 11.6 Seniority List. As soon as practicable after signing of this contract, the Employer will furnish the Union a list showing the name, address, job title and last hiring date of each employee in the bargaining unit, and whether the employee is entitled to seniority or not. The Employer shall post a similar list without employees' addresses. Within thirty (30) calendar days after the date of posting, an employee must notify the Employer of any alleged errors in the list or it will be considered binding on the employee and the Union. When changes or additions to those lists become necessary, the Employer will provide notification to the Union of such changes or additions. A revised seniority list will be posted once a year. After such posting, an employee must again notify the Employer of any alleged errors or the information in the list shall be considered binding on the employee and the Union.

#### ARTICLE XII

### **GRIEVANCE PROCEDURE**

<u>Section 12.1 - Definition.</u> A grievance is defined as a claim by an employee or the Union that the Employer has violated, misinterpreted or misapplied an express provision of this Agreement.

<u>Section 12.2 - Procedure.</u> A grievance filed against the Employer shall be processed in the following manner:

Step 1: The Union or an employee with a Union representative, shall take up the grievance or dispute in writing or orally with the Employee's immediate supervisor within ten (10) business days of its occurrence or when the union/employee knew or should have known of the occurrence; The immediate supervisor shall then attempt to adjust the matter and shall provide the Employer's response to the employee and the Union within five (5) business days. If no response to made by the Supervisor within five (5) business days, it shall constitute the same as if the grievance was denied by the Supervisor and will advance to Step 2.

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 Department Head or his/her designee, within five (5) 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 Department Head 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 Department Head 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 unadjusted in Step 2, and the Union with or without the employee wishes to appeal the grievance to Step 3, of the Grievance Procedure, it shall be referred in writing to the Town President or his/her designee, within ten (10) business days after the receipt of the Employer's answer in Step 2. 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 Town President or his/her designee may 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 Town President or his/her designee shall give the Employer's written answer to the Union within ten (10) business days following their meeting.

Step 4: If the grievance remains unresolved within thirty (30) business days after the reply of the Town President or his/her designee is due, the Union may, by written notice within thirty (30 ten (10)) days to the Town President, invoke arbitration.

If the parties fail to reach agreement on an arbitrator within seven (7) calendar days, the Employer and the Union will jointly contact the Federal Mediation and Conciliation Service (FMCS) and request it to provide the parties with a list of arbitrators in accordance with its rules and procedures for selecting arbitrators. Such arbitrators must be members in good standing with the National Academy of Arbitrators. Both the Employer and the Union shall have the right to strike three (3) names from the list. The Employer shall first strike One (I) 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).

- a. The fees and expenses of the arbitrator and the cost of the arbitrator's copy of a written transcript, if requested by the arbitrator, shall be divided equally by the parties. The parties shall be responsible for paying the full cost of their own transcript, if ordered.
- b. Each party shall be responsible for compensating its own representatives and witnesses.

Nothing in this section shall prevent the Employer and the Union from voluntarily agreeing on the selection of a grievance arbitrator.

Section 12.3 - Limitations on Authority of Arbitrator. The arbitrator shall have no power to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the first step of the Grievance Procedure. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award, which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of governmental administrative agencies that have the force and effect of law. (The Employer is not such an agency.) Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding upon the Employer, the Union and the employees covered by this Agreement

## ARTICLE XIII DISCIPLINE

Section 13.1 Discipline. The Employer agrees with the tenets of progressive and corrective discipline.

Disciplinary action or measures may include the following:

- Oral reprimand;
- B. Written reprimand;
- C. Suspension (notice to be given in writing); and
- D. Discharge (notice to be given in writing).

Disciplinary action may be imposed upon a non-probationary employee only for just cause. Discipline shall be imposed as soon as possible after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter. The Town reserves the right to skip a step(s) in the progressive disciplinary system depending upon the nature and severity of the misconduct and the employee's past disciplinary history.

A probationary employee can be terminated without just cause.

Notations of oral reprimands may be placed in the employee's personnel file and signed by the employee. Signing by the employee of oral reprimands is not mandatory. All other disciplinary actions or measures shall be signed by the employee as acknowledgement only of the discipline imposed, and Town shall send a copy to the union.

Section 13.2 Use and Destruction of Disciplinary File Material. Disciplinary investigation materials will not be used eighteen (18) months after the date of the incident or the date upon the violation is discovered, whichever is longer unless:

- 1) The investigation relates to a matter which has been subject to either civil or criminal court litigation; or
- 2) The employee engages in the same or serious infraction; or
- 3) To show that disciplinary action is instituted consistently for the same or misconduct engaged in by another employee(s)

Materials that fall into the exceptions (1) and (3) above shall not be part of the Employee's personal file but may be maintained in a separate file in the Town's Human Resources Department.

# ARTICLE XIV UNION REPRESENTATIVES

<u>Section 14.1 - Union Representatives.</u> The Employer recognizes the right of the Union to select Union representatives, and the Union agrees to furnish the Employer with the names of said representatives selected by the Union. The union representatives shall be deemed as the Union's official spokesperson.

Section 14.2 - Union Business. Duly authorized business representatives of the Union will be permitted at reasonable times to enter the appropriate Town facilities for purposes of handling grievances or observing conditions under which employees are working. These business representatives will be identified to the Director or his/her designee to enter and conduct their business so as not to interfere with the operation of the Employer. The Director or his/her designee shall designate an area where such business is to be conducted and the period of time to be provided

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(during work hours). The Union will not abuse this privilege, and such right or entry shall at all times be subject to general department rules applicable to non-employees.

## ARTICLE XV MISCELLANEOUS

<u>Section 15.1 - Non-Discrimination.</u> The Employer and the Union agree that neither shall discriminate in employment by reason of race, color, religion, national origin, political or union activity, age, sex, marital status or handicap.

Section 15.2 - Bulletin Boards. The Employer will make a bulletin board available for the use by the Union in non-public locations. The Union will be permitted to have posted on this bulletin board, notices of a non-controversial nature. There shall be no posting by employees of advertising or political material, notices or other kinds of literature on the Employer's property other than herein provided.

Section 15.3 - Partial Invalidity. In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

## Section 15.4 - Subcontracting.

Prior to subcontracting any of the work presently performed or assigned to the collective bargaining unit, the town will give the Union written notice at least thirty (30) days in advance and will give the Union the opportunity to negotiate.

Section 15.6 - Ratification and Amendment. This Agreement shall become effective when ratified by the Town of Cicero Board and the Union and may be amended or modified during its term only with mutual written consent of both parties.

Section 15.7 - Licenses. Employees who are required to maintain any license or certifications other than a regular driver's license shall be reimbursed by the Employer for any license or certification fees.

## ARTICLE XVI NO SOLICITATION

The Truck Drivers, Oil Drivers, Filling Station and Platform Workers Union Local No. 705, an affiliate of the International Brotherhood of Teamsters and the Town of Cicero Bargaining Unit agree that their employees, agents, members, employees, or any person or entity that identifies itself with them will not contact any merchant, resident, citizen or person located within the Town of Cicero for any financial, commercial or charitable purpose including but not limited to the solicitation of

contributions or donations, the sale of advertising or the sale of tickets to fundraising events. The Union shall have the right to solicit members of the Teamster Joint Council 25 for union related matters or charitable organizations, as defined by the Attorney General of the State of Illinois.

# ARTICLE XVII DRUG AND ALCOHOL TESTING

The Truck Drivers, Oil Drivers, Filling Station and Platform Workers Union Local No. 705, an affiliate of the International Brotherhood of Teamsters and the Town of Cicero Bargaining Unit agree that the safety and well-being of the residents, businesses and employees are of the utmost concern. As such, The Truck Drivers, Oil Drivers, Filling Station and Platform Workers Union Local No. 705, an affiliate of the International Brotherhood of Teamsters and the Town of Cicero Bargaining Unit and the Town have agreed to a drug and alcohol policy covering employees covered by this agreement. The policy has been attached as Exhibit "A."

# ARTICLE XVIII LABOR-MANAGEMENT MEETINGS

Section 18.1 - Meeting Request. The Union and the Employer agree that in the interest of efficient management and harmonious employee relations, that meetings be held if mutually agreed between Union representative and responsible administrative representative of the Employer. Such meetings may be requested by either party at least forty-eight (48) hours in advance by placing in writing a request to the other for a "labor-management meeting" and expressly providing the agenda for such meeting. Such meetings and locations, if mutually agreed upon, shall not be unreasonably withheld and shall be limited to:

- A. Discussion on the implementation and general administration of this Agreement;
- B. A sharing of general information of interest to the parties;
- C. Notifying the Union of changes in conditions of employment contemplated by the Employer which may affect employees; and
  - D. Discussion of safety issues.

<u>Section 18.2 - Content.</u> It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management meetings" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 18.3 - Attendance. Attendance at labor-management meetings shall be voluntary on the employee's part, and attendance during such meetings shall not be considered time worked for

compensation purposes. Normally, three (3) persons from each side shall attend these meetings, schedules permitting.

## ARTICLE XIX WAGES

<u>Section 19.1 - Wages.</u> Effective January 1, 2023, each employee in the bargaining unit shall be paid in accordance with the following schedule of hourly rates corresponding with their job title.

	1/1/2023	1/1/2024	1/1/2025
All Animal Control Officer I	\$ 19.00	\$ 20.00	\$ \$20.60 (3% increase)
Part-Time Animal Control Officer	\$25.37	\$25.37	\$25.37
Part-Time Kennel Assistant	\$13.00	\$14.00	\$15.00

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The Part-Time Animal Control Officer may work no more than fifty (50) hours, per biweekly pay period.

All wages shall be retroactive to January 1, 2023. Covered employees shall receive any retoractive pay in one lump sum within thirty (30) days of the execution of this Agreement by both Parties.

<u>Section 18.2 - Employee Evaluations.</u> Each employee in the bargaining unit shall be evaluated by his immediate supervisor on an annual basis.

# ARTICLE XX DURATION

This Agreement shall be effective August 22, 2023, unless otherwise provided herein, and shall remain in full force and effect until December 31, 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no less than sixty (60) days prior to the anniversary date of this Agreement that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin no later than fifteen (15) days after such notice unless otherwise mutually agreed.

SIGNED AND ENTERED into this	_day of _	,2023.
Truck Drivers, Oil Drivers, Filling Static	on 7	Fown of Cicero
No. 705, an affiliate of the International Brotherhood of Teamsters		
Jan Clip	-	
Begretary - Treasurer O		Γown of Cicero- President

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#### Addendum

#### Smoking and Use of Town Vehicle

## Smoking

Smoking is prohibited within any Town facility or Town owned or leased vehicle, as defined by state law or local ordinance. Smoking within fifteen (15) feet of a Town building entrance is strictly prohibited. This includes the use of all tobacco products, including but not limited to chewing tobacco, and devices designed to look or appear as a cigarette that dispense vapor in lieu of smoke, such as electronic cigarettes.

#### **Use of Town Vehicles**

- A. <u>Use of Town Vehicles Generally.</u> It is the policy of the Town to provide Town-owned vehicles to certain employees in specific job classifications for business and commuting use.
  - 1. Employees should drive Town-owned vehicles in a safe and courteous manner. Employees are responsible for the care and conservation of Town vehicles, equipment, supplies, and tools. Prior to initial use each day, employees should inspect their vehicles, equipment, supplies, and/or tools for damage or any other condition that might create an unsafe condition. Employees shall maintain the inside and outside of their Town-owned vehicles in a clean and tidy manner. Employees shall refuel their Town-owned vehicles before returning them to the Town.
  - 2. Employees should promptly report accidents, breakdowns, and damage to and/or the malfunctioning of any equipment or vehicles to their appropriate supervisors and the Fleet Management Director to ensure that necessary repairs may be made. It is the supervisor's responsibility to ensure that appropriate action is taken to correct the problem. All employees using Town-owned vehicles shall comply with applicable maintenance schedules and shall contact their supervisors and the Fleet Management Director regarding any necessary or perceived maintenance needs.
  - 3. All employees who drive Town-owned vehicles and those who use their personal vehicles to conduct Town business must comply with all applicable laws of the State of Illinois and all applicable rules, policies, and ordinances of the Town regarding the same. Citations for traffic law violations, parking violations, toll violations, red-light camera enforcement violations, any other violations, and/or any debt incurred upon the Town as a result of an employee's use or operation of a Town vehicle(s), shall be the responsibility of the person to whom the ticket is issued and violations of any and all laws and/or the receipt of any and all warnings or citations shall be reported to the employee's supervisor as soon as practicable. The Town reserves the right to collect any debt incurred by the Town from the employee/violator, and the employee/violator's failure to pay any violation, fee, or fine may result in discipline up

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to and including termination. Discipline or termination of an employee/violator by the Town for failure to pay does not waive the Town's right to institute legal proceedings against the disciplined or terminated employee for collection of the debt due the Town. as well as any costs incurred by the Town related to the collection of the debt.

Employees must immediately notify their supervisor(s) of any and all violations related to driving under the influence of drugs or alcohol. Actions of employees while conducting Town business that result in the violation of a law and/or the issuance of a warning or citation are subject to review by the proper authorities for disciplinary action, in addition to normal law enforcement procedures. Employees are totally responsible for the operation of their vehicles and the conduct of their passengers when their vehicles are in operation or under the employees' care

- In accordance with the Illinois Vehicle Code (625 ILCS 5/12-603.1), it shall 81 be required in Town-owned vehicles and in personal vehicles used for Town business that seat belts be worn at all times by drivers and passengers.
- In accordance with the Illinois Vehicle Code (625 ILCS 5/12-610.1 & 625 5. ILCS 5/12-610.2), only hands-free technology such as speakerphones and Bluetooth are permitted in Town-owned vehicles and in personal vehicles used for Town business. In addition: (a) all cell phone use is prohibited while driving in a school zone; (b) all cell phone use is prohibited while driving in a highway construction zone; and (c) all Illinois drivers are prohibited from texting
- Every employee must have a valid Illinois driver's license before operating a vehicle on behalf of the Town. It is the employee's responsibility to inform his or her supervisor of non-possession of a driver's license, suspension of a driver's license, invalidation of a driver's license, or any other reason that would prohibit him or her from driving on a specific day. The Department Head shall supply a yearly report to the Fleet Department verifying the names of all employees and the validity of their driver's licenses.
- Business Use. Town-owned vehicles are provided to certain employees in specific job classifications as recognition of the employee's status as a Town Administrative officer, for the conduct of direct and related Town business, for the benefit and convenience of the Town, and/or to ease operations for the delivery of Town services.
- Prohibition of Personal Use Other Than Commuting. Employees are strictly prohibited from using Town-owned vehicles for any personal use, except occasions where an incidental stop is necessary between business stops. In some cases, certain employees may be authorized to drive Town-owned vehicles to and from work on a regular basis. Commuting is hereby recognized as personal use as defined by the Internal Revenue

Service ("IRS") and is subject to applicable IRS regulations and accountability by both the Town and the employee. Family members and other individuals who are not employed by the Town or conducting Town business are not allowed to operate Town-owned vehicles, unless given prior permission by the Board of Trustees.

Take Home Town-Owned Vehicles Restricted to Town Boundaries. For D. purposes of efficiency and to save costs, certain employees are assigned to take home Town-owned vehicles ("Take Home Vehicles"). The use of Take Home Vehicles is strictly limited to business use and all but de minimus personal use.

The Human Resources Department is authorized and directed to promulgate reasonable rules and regulations regarding the use of "take-home" vehicles.

- Prohibition of Personal Items. The Town requires that no personal items, other than incidentals, be stored in Town-owned vehicles. Town-owned vehicles are to be locked each night and work articles shall be stored either in a lock box or trunk during times when the vehicles are not in use. When not in use, Town-owned vehicles shall be locked and parked in legal parking spaces.
  - Fringe Benefit Taxable Calculation. The value of personal (non-business) use of a Town-owned vehicle is a taxable fringe benefit. Community use is one kind of personal use that is subject to applicable IRS regulations. The IRS provides three (3) primary methods of determining the fair market value of the vehicle; (1) the commuting rule; (2) the cents-per-mile rule; and (3) the annual lease value. The Town has chosen to calculate the taxable value of an employee's commuting use using the IRS Community Rule, which is set forth below.

If the only personal use of an employer-provided vehicle is commuting to and from work, then an employer may use the Commuting Rule. The value of each one-way commute is one and 50/100 U.S. dollars (\$1.50), and either the value is included in the employee's wages or the employee can reimburse the Town this amount.

The Commuting Rule is the easiest method to use because it does not require employees to keep mileage logs of vehicle use, and it is the easiest for the employer to administer. However, employers can use the Commuting Rule only if the following four (4) requirements are met:

- The employer provides the vehicle to the employee for use in the employer's trade or business:
- The employer has a written policy that does not allow the employee to use the vehicle for personal purposes, other than from commuting or de minimus personal use (such as stopping for a personal errand on the way between a business delivery and the employee's home);
- 3. The employee, in reality, does not use the vehicle for personal purposes; and

 The employee is not a control employee. Control employees are defined on page 19 of the IRS's Publication 15-B.

To satisfy the requirements of the IRS and the taxable nature of this fringe benefit, the Town will record as income an amount equal to one and 50/100 U.S. dollars (\$1.50) per each one-way commute and record such income on each affected employee's year-end W-2.

- **G.** <u>Exempt Vehicles.</u> Certain vehicles have been exempted from both record keeping and taxation requirements. They are as follows:
  - Clearly marked police and fire vehicles;
  - Unmarked law enforcement vehicles when used for authorized purposes and operated by a full-time law enforcement officer;

 Delivery trucks with seating capacity only for the driver, or only for the driver plus a folding jump seat;

4. Flatbed trucks;

- Cargo carrier with over a fourteen thousand (14,000) pound capacity;
- School and passenger buses with over a twenty (20) person capacity;
- 7. Ambulances:
- 8. Hearses;
- Bucket trucks;
- 10. Cranes and derricks;
- 11. Forklifts;
- 12. Cement mixers:
- Dump trucks;
- Garbage trucks;
- Specialized utility repair trucks (except vans and pick-up trucks);
   and

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#### 16. Tractors.

- <u>H.</u> <u>Vehicle Stickers and Documents.</u> All Town vehicles must be properly identified with a Town vehicle sticker, an insurance card, and license plates on both the front and rear of the vehicle. All vehicles must be registered with the Department Head in the Fleet Management Department.
- <u>Withholding Exceptions.</u> The Town shall withhold income taxes and Illinois Municipal Retirement Fund obligations from the amount recorded as the employee's personal vehicle use. The value of the employee's personal vehicle use will be included in the gross pay recorded on the employee's W-2 form at the end of the year. The value of the benefit should be included in "wages, tips, and other compensation," and in "Social Security Wages," when applicable on the W-2.
- <u>J.</u> <u>Personal Vehicles.</u> Employees who use their personal vehicles for business-related activities must maintain adequate insurance coverage, which shall be primary to Town insurance. Employees shall be reimbursed for gasoline and oil in accordance with IRS and Town policies. Employees may be reimbursed in cash at rates determined by the IRS, or they may be provided a gas card for use at Town-owned gas facilities.
- K. Gas Cards. The Town may provide gas cards to certain employees, as determined by the Board of Trustees. Employees shall only use gas cards when conducting Town business, and shall only use Town gas for conducting official duties for the Town. The use of gas cards is limited to duties undertaken on behalf of the Town and the use of gas cards for personal matters and driving to and from work is strictly prohibited. In the event that Town gas is used for personal matters due to an emergency, it is the obligation of the employee to notify his or her Department Head that gas has been used for personal matters and the employee must reimburse the Town for all gas used for personal matters.
- <u>Termination or Resignation from Town Employment.</u> Employees who resign or who are terminated from Town employment, and employees who are transferred to Town positions that do not require or allow for the use of Town-owned vehicles, shall return any and all Town owned vehicles, vehicle keys, gas cards, and related items to the Town immediately upon resignation, termination, or transfer.
- M. Compliance with Town Policy. All employees must comply with this policy and any other rules and regulations established by the Town regarding the use of Townowned vehicles and the use of personal vehicles while conducting Town business. Failure to comply with this policy may result in disciplinary action including, without limitation, the revocation of the Town-owned vehicle issued to the employee, the revocation of the gas card issued to the employee, suspension without pay and/or termination.

#### ORDINANCE NO.

AN ORDINANCE AUTHORIZING, APPROVING, AND RATIFYING AN AMENDED SIDE LETTER AGREEMENT TO THE 2021-2024 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 1092 AND THE TOWN OF CICERO COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the Town of Cicero (the "Town") was created by a charter enacted by the Illinois General Assembly (the "Charter"); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, employees in the Town's Water Department and Rodent Control

Department play an integral role in protecting the safety and welfare of Town residents; and

WHEREAS, the Laborers' International Union of North America, Local 1092 (the "Union") is the sole and exclusive representative of the bargaining unit with respect to wages, hours, and other terms and conditions of employment for the Town's Water Department and Rodent Control Department employees; and

WHEREAS, the Town and the Union previously entered into a collective bargaining agreement (the "CBA"), incorporated herein by reference; and

WHEREAS, thereafter, the Town and the Union mutually desired to amend the CBA pursuant to a side letter agreement; and

WHEREAS, both Parties now desire to amend the side letter (the "Agreement"), which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, based on the foregoing, the Town President (the "President") and the Board of Trustees of the Town (the "Town Board" and with the President, the "Corporate Authorities") have determined that it is advisable and in the best interests of the Town and its residents to approve, execute, and ratify the Agreement; and

WHEREAS, the Union previously approved and executed the Agreement and has requested that the Town Board adopt, approve, and ratify this Agreement; and

WHEREAS, the President is authorized to enter into and the Town Attorney (the "Attorney") is authorized to revise the Agreement for the Town making such insertions, omissions, and changes as shall be approved by the President and the Attorney;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

# ARTICLE I. IN GENERAL

#### Section 1.00 Findings.

That the Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true, and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

## Section 2.00 Purpose.

The purpose of this Ordinance is to authorize the Town to enter into the Agreement between the Town and the Union and to ratify any steps taken to effectuate that goal.

# ARTICLE II. AUTHORIZATION AND APPROVAL OF DOCUMENTS

#### **Section 3.00** Authorization and Approval of Documents.

That the terms and conditions of the Agreement are hereby approved in substantially the same form as set forth in Exhibit A, with such insertions, omissions, and changes as shall be approved by the Attorney or the President executing the same. The Corporate Authorities hereby authorize and direct the President or his designee to enter into, approve, and execute the Agreement in accordance with its terms, or any modification thereof, and to ratify any and all previous acts taken to effectuate the intent of this Ordinance. The Town Clerk is hereby authorized and directed to attest to and countersign the Agreement and any such other documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. The President and his designee(s) are hereby authorized to take any and all steps necessary to effectuate the terms and intent of this Ordinance and Agreement including, without limitation, attending collective bargaining meetings to finalize the terms of the Agreement. The officers, agents, and/or employees of the Town shall take all action necessary or reasonably required to carry out, give effect to and effectuate the purpose of this Ordinance and to take all action necessary in conformity therewith.

# ARTICLE III. HEADINGS, SAVINGS CLAUSES, PUBLICATION EFFECTIVE DATE

#### Section 4.00 Headings.

The headings of the articles, sections, paragraphs and sub-paragraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this

Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

#### Section 5.00 Severability.

The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

#### Section 6.00 Superseder.

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

#### Section 7.00 Publication.

A full, true, and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

#### Section 8.00 Effective Date.

This Ordinance shall be effective and in full force immediately upon passage and approval.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED thisday of	•	, 2023, pu	rsuant to a roll ca	ll vote as follows
	YES	NO	ABSENT	PRESENT
Virruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
TOTAL				
APPROVED	by the President	on	, 202	23
	LARRY DO PRESII			
	ATTI	EST:		
	MARIA PUN TOWN (		<u> </u>	

# EXHIBIT A



#### LEGAL DEPARTMENT

4949 W. Cermak Road • Cicero, Illinois 60804 • 708.656.3600 • Fax: 708.656.0648 www.Thetownofcicero.com

Larry Dominick
President

September 7, 2023

Mario Loverde LiUNA! Local 1092 3841 S. Halsted ST. Chicago, IL 60609

RE: REVISIONS TO THE SIDE LETTER AGREEMENT TO THE 2021-2024 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 1092 AND THE TOWN OF CICERO

Dear Mr. Loverde,

This letter serves to memorialize our agreed revisions to and clarify the implementation of the Side Letter Agreement (the "Side Letter Agreement") to the 2021-2024 Collective Bargaining Agreement between the Laborer's International Union of North America, Local 1092 (the "Union") and the Town of Cicero (the "Town")(collectively, the "Parties").

On June 27, 2023, the Town passed Ordinance 7(A) (the "Authorizing Ordinance"), which states "[t]he President and his designee(s) are hereby authorized to take any and all steps necessary to effectuate the terms and intent of this Ordinance and Agreement including, without limitation, attending collective bargaining meetings to finalize the terms of the Agreement. The officers, agents, and/or employees of the Town shall take all action necessary or reasonably required to carry out, give effect to and effectuate the purpose of this Ordinance and to take all action necessary in conformity therewith."

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Pursuant to the authority granted in the Authorizing Ordinance, the Parties agree to the following revision to the Appendix A: Wage Rates of the Side Letter Agreement, with the following underlined items added, and the following stricken items removed:

Rodent Control Department Employees shall receive the following annual wage rates based upon their years of service to the Town:

Years of Service	Initial Equity Adjustment Effective May 19, 2022	Effective January 1, 2023 (3%)	Effective January 1, 2024 (3.5%)
Starting Wage	\$30,750	\$31,673	\$32,781
2	\$34,250	\$35,278	\$36,512
9	\$36,000	\$37,080	\$38,378
Mary Hernandez	\$41,676	\$42,926	\$44,429
22	\$47,315	\$48,734	\$50,440
Part Time Employees	\$13.00 per hour	\$13.00 per hour	\$14.00 per hour

Furthermore, in regard to Town Rodent Control Department (the "Department") Employee Steve Cervantes, the Parties agree to the following provisions regarding his return to employment with the Department:

- Mr. Cervantes' Hiring Date with the Department will be November 7, 2019.
- Mr. Cervantes will begin to be paid at the corrected 2-year rate on the next payroll and retroactively, excluding his time off Department payroll when attending Cicero Police Academy.
- Mr. Cervantes' seniority will be his original start date for wage tier and bidding purposes only (shift bidding, leave bidding, overtime bidding, etc.)
- Mr. Cervantes will have zero balances in all of his leave (vacation, sick, personal, etc.)
  and will begin accruing as a first-year employee. Mr. Cervantes has, or will be, paid for
  his time accrued with the Department prior to his attending the Cicero Police Academy.
  Upon resuming his employment with the Department, Mr. Cervantes will have zero
  balances in his leave time accruals and will begin accruing time as a first year employee.

Furthermore, the parties agree that for all purposes under this Agreement, including wage progression and retroactivity, the seniority date of Rodent Control Department employee Mary Hernandez shall be June 11, 2010.

The parties also agree to modify section 7 article B of the side letter agreement referencing training as set forth below.

Effective January 1. 2023, Rodent Control Department Employees are eligible to receive a stipend of 500.00 dollars per course for the completion of certain optional, qualifying training courses, up to a maximum stipend of \$500.00 per calendar year. The Town shall pay the stipend within 30 days after the employee submits proof of completion of the qualifying training. Such

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qualifying training courses shall include the Purdue University Introduction to Urban and Industrial Integrated Pest Management (IPM) or any equivalent successor course under a different name. The parties may mutually agree to other qualifying training to be eligible for the stipend.

IN WITNESS WHEREOF, the Parties have executed the foregoing revisions to the Side Letter and agree to the foregoing provisions regarding the implementation of the Side letter, in the Town of Cicero.

LABORER'S INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 1092

Joe Healey, Business Manager

Date: 9/13/23

TOWN OF CICERO

Sarah Kusper, Director of Human Resources

Date: 9/13/2023

#### RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN INVOICE FROM WEST CENTRAL MUNICIPAL CONFERENCE FOR SERVICES PROVIDED TO THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the Town of Cicero (the "Town") was created by a charter enacted by the Illinois General Assembly (the "Charter"); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Town President (the "President") and the Board of Trustees of the Town (the "Town Board" and with the President, the "Corporate Authorities") are committed to improving the quality of life for Town residents; and

WHEREAS, the Town is a member of the West Central Municipal Conference ("WCMC"), an organization that promotes continuous improvement of local government in Western Cook County by providing a means by which units of local government may cooperate with all levels of government and the private business sector on matters of mutual concern (the "Services"); and

WHEREAS, WCMC has provided the Town with a certain invoice (the "Invoice"), attached hereto and incorporated herein as Exhibit A, for annual membership dues in connection with the Services; and

WHEREAS, Town funds are available in the budget for the annual membership dues in connection with the Services in accordance with the terms of the Invoice; and

WHEREAS, the Corporate Authorities have determined that it is necessary and in the best interests of the Town to authorize and approve payment of the Invoice for the Services;

NOW, THEREFORE, BE IT RESOLVED by the President and the duly authorized Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

# ARTICLE I. IN GENERAL

## Section 1.0 Findings.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

#### Section 2.0 Purpose.

The purpose of this Resolution is to authorize the President, or his designee, to approve payment of the Invoice for the Services, to further authorize the President, or his designee, to take all steps necessary in accordance with this Resolution and to ratify any steps taken to effectuate those goals.

#### ARTICLE II. AUTHORIZATION

#### Section 3.0 Authorization.

The Town Board hereby authorizes and approves payment of the Invoice for the Services and ratifies any and all previous action taken to effectuate the intent of this Resolution. The Town Board further authorizes the President, or his designee, to execute

any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Town Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. To the extent that the Services contained within the Invoice are subject to competitive bidding requirements, the same is hereby waived.

# ARTICLE III. HEADINGS, SAVINGS CLAUSES, PUBLICATION, EFFECTIVE DATE

#### Section 4.0 Headings.

The headings of the articles, sections, paragraphs and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

#### Section 5.0 Severability.

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

#### Section 6.0 Superseder.

All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

## **Section 7.0** Publication.

A full, true and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

#### **Section 8.0 Effective Date.**

This Resolution shall be effective and in full force immediately upon passage and approval.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED thisday of		, 2023, pur	suant to a roll ca	ll vote as follow
	YES	NO	ABSENT	PRESENT
Virruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
TOTAL				
APPROVED	by the President of	on	, 202	23
	LARRY DO PRESID			
	ATTE	ST:		
	MARIA PUNZ TOWN C			

# EXHIBIT A

West Central Municipal Conference 2000 5th Ave., Bldg N River Grove, IL 60171 (708) 453-9100 INVOICE NUMBER: 0010622-IN

INVOICE DATE: 8/28/2023

Town of Cicero Town Assessor 4949 W Cermak Rd. Cicero, IL 60804

CUSTOMER NO. 0000034

CUSTOMER P.O.:

CONTACT: Emo Cundari

TERMS: NET 30 DAYS

SALES CD	DESCRIPTION		QUANTITY	PRICE	AMOUNT
DUES	FY2023-2024 Membership dues	EA	1.000	23,750.000	23,750.00
COUNCL	Central Council Dues FY2024		1.000	1,700.070	1,700.07

#### RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING, APPROVING, AND RATIFYING CERTAIN INVOICES FROM THE HEATING AND COOLING WORKS FOR SERVICES PROVIDED TO THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the Town of Cicero (the "Town") was created by a charter enacted by the Illinois General Assembly (the "Charter"); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Town President (the "President") and the Board of Trustees of the Town (the "Town Board", and with the President, the "Corporate Authorities") are committed to the health and wellbeing of Town residents; and

WHEREAS, The Heating and Cooling Works (the "Vendor") has provided the Town with certain invoices (the "Invoices"), copies of which are attached hereto and incorporated herein as Group Exhibit A, whereby the Vendor provided emergency repairs on behalf of the Town to the homes of senior citizens which were damaged as a result of recent flooding (the "Services"); and

WHEREAS, these emergency Services were requested by Town residents after the flooding and storm related disaster which occurred in July of 2023; and

WHEREAS, the Corporate Authorities have determined that it is necessary and in the best interests of the Town to authorize and approve payment of the Invoices for the Services;

NOW, THEREFORE, BE IT RESOLVED by the President and the duly authorized Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

# ARTICLE I. IN GENERAL

#### Section 1.0 Findings.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

#### Section 2.0 Purpose.

The purpose of this Resolution is to authorize the President or his designee to approve payment of the Invoices for the Services, to further authorize the President or his designee to take all steps necessary in accordance with this Resolution, and to ratify any steps taken to effectuate those goals.

#### ARTICLE II. AUTHORIZATION

#### Section 3.0 Authorization.

The Town Board hereby authorizes and approves payment of the Invoices for the Services and ratifies any and all previous actions taken to effectuate the intent of this Resolution. The Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Town Clerk is hereby authorized and directed to attest to and countersign

any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. To the extent that the purchase of the Services is subject to competitive bidding requirements, the same is hereby waived.

# ARTICLE III. HEADINGS, SAVINGS CLAUSES, PUBLICATION, EFFECTIVE DATE

#### Section 4.0 Headings.

The headings of the articles, sections, paragraphs, and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution, nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

#### Section 5.0 Severability.

The provisions of this Resolution are hereby declared to be severable, and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

#### Section 6.0 Superseder.

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

#### Section 7.0 Publication.

A full, true, and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided

by the Illinois Municipal Code, as amended.

## **Section 8.0 Effective Date.**

This Resolution shall be effective and in full force immediately upon passage and approval.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

	YES	NO	ABSENT	PRESENT
Virruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
TOTAL				
<b>APPROVED</b> by	y the President of	on	, 202	23
	LARRY DO PRESID			
		CT.		
	ATTE	51.		
	ATTE	31.		

# **GROUP EXHIBIT A**

# The **HEATING** & COOLING WORKS

11105 80<sup>th</sup> Place LaGrange, IL 60525

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

Phone (708) 205-1914 Fax (708) 246-7610 Date: 9/5/2023

Bill to: Town of Cicero

Work performed at:

## All Work Was Due to Flooding

DATE	NAME	ADDRESS	SERVICED
7/3/2023	Lopez	2436 Austin Ave	Furnace
	Valentin	2705 58th Court	Hot water tank valve
	Payne-Hammon	1418 Central	Furnace
	Ergastolo	1219 56th Court	Serviced Furnace
7/5/2023	Dunzio	1905 50th Ave	Gas valve, Blower board
	Kisielius	1634 49th Ave	Furnace
	Sawyer	4813 24th Place	Furnace
	Frausto	2317 Lombard	Furnace
	Malave	1925 58th Ave	Hot water tank valve, Boiler Gas Valve
	Garcia	2115 49th Ave	Hot water tank valve
	Runca	1608 60th Court	Hot water tank
	Domasik	3637 59th Ave	Circuit board, Light tank
	Kubicki	3610 59th Ave	Hot water tank & Service board
	Dowitowtz	1807 49th Court	Hot water tank
	Hernandez	5427 30th	Repair electrical wiring
7/6/2023	Martinez	3613 59th Ave	Circuit board
		1437 51st Court	Change hot water tank
	Kangiser	2116 49th Ave	Hot water tank, Furnace
	Garcia	2122 47th Ave	Hot water tank gas valve, Furnace,
7/7/2023	Alvarez	2829 60th Court	Hot water tank, Circuit board
	BlackBurn	1631 49th Ave	2 Gas valves

7/10/2023	Sanford	1616 55th Ave	Hot water tank
	Sauceda	1841 51st Court	Hot water tank
	LaSalle	1245 61st Court	Hot water tank
	Salto	4729 20th	Hot water tank
	Olvera	5239 23 <sup>rd</sup> Place	Hot water tank, Circuit board
	Flores	5343 35th	Circuit board
7/11/2023	Trujillo	5033 24th	Furnace, Circuit Board
7/12/2023	Kostner	2310 58th Court	Hot water tank
34,024,22,032	Crenshaw	3814 57th Ave	Furnace
7/13/2023	Cortez	1627 58th Ave	New Circuit board
	Nevarez	1405 57th Ave	Replaced 2 Circuit Boards
	Kangiser	2116 49th Ave	Furnace
	Kisielius	1634 49th Ave	Circuit board
7/17/2023	Belmares	2445 58th Ave	Replaced Thermo Couple
7/18/2023	Tovar	4815 24th Place	
7/19/2023	Lavicka	5227 23rd	Hot water tank
	Patino	1601 Austin	Furnace
	Patino	2107 61st Ave	Furnace
	Beltran	5301 22nd Place	Circuit board
	Caballero	4924 25th	Boiler
	Snyder	3246 59th Ave	Furnace
		2701 61st Court	
7/20/2023	Caicedo	3144 54th Court	Furnace
	Tovar	4815 24th Place	Hot water tank, Furnace, Circuit board
7/21/2023	Babiasz	1220 49th Ave	Boiler, Gas valve
	Garcia	2122 47th Ave	Furnace
	Belmares	2445 58th Ave	Hot water tank
7/24/2023	Sitko	3815 57th Court	A/C, Circuit board
	Cardenas	1925 51st Court	Furnace
	Martinez	3613 59th Ave	Circuit board
	Amaro	1303 51st Court	Furnace
	Bartuzi	3134 48th Court	Furnace
7/25/2023	Bojan	5616 23rd Place	A/C, Circuit board

	Andy	4906 25th Street	Hot water tank valve, Circuit board
7/27/2023	Kangiser	2116 49th Ave	Hot water tank
	Roman	1447 60th Court	Furnace
7/28/2023	Herrera	5723 23rd Place	Furnace, Circuit Board
	Melgar	3732 52nd Court	Circuit board
8/1/2023	Ramos	3734 59th Ave	Hot water tank, Circuit board
8/3/2023	Caballero	4924 25th Street	Boiler
	Melgar	3732 52nd Court	Furnace
8/4/2023	Hernandez	1410 51st Court	Furnace
	Ramey	1820 47th court	Replaced Hot water tank
	BelTran	5301 22nd Place	Furnace
8/7/2023	Sleyza	5340 30th	Hot water tank gas valve, Boiler gas valve
8/14/2023	Mares	3442 60th court	Furnace, Circuit Board
	Gallegos	2728 61st Court	Furnace
8/16/2023	Marzullo	3818 58th Ave	Furnace
8/24/2023	Monczynski	3832 57th Ave	Furnace
	Zaragoza	2100 52nd Court	Furnace
8/28/2023	Posada	1337 49th court	Furnace
	Robertson	1407 58th Ave	Furnace
	Garcia	2122 47th Ave	Furnace
	Belmares	2445 58th Ave	Hot water tank
	Robertson	1407 58th Ave	Furnace
8/30/2023	Malave	1925 58th Ave	Furnace
8/31/2023	Griffin	1231 57th Ave	Furnace
	Larios	1422 57th Court	Furnace
9/6/2023	Rodriguez	2509 59th Ave	Furnace
	Taggant	1437 51st Court	Boiler
	Galvez	5065 29th	Furnace, Circuit Board
	Kralka	1214 51st Ave	Hot water tank

Material & Labor: \$21,977

## RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO EXECUTE AND ENTER INTO AN AGREEMENT WITH CCS INTERNATIONAL, INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the Town of Cicero (the "Town") was created by a charter enacted by the Illinois General Assembly (the "Charter"); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, previously, the Town President (the "President") and the Board of Trustees of the Town (the "Town Board" and with the President, the "Corporate Authorities") have determined that it is in the best interests of the Town and its residents to construct a new park and playground which will be inclusive for children of all abilities (the "Project"); and

WHEREAS, the Department of Housing (the "Department") will administer Community Development Block Grants ("CDBG") to fund the Project; and

WHEREAS, in connection with the Project, the Department issued a Request for Proposals ("RFP") for construction management services (the "Services"); and

WHEREAS, CCS International, Inc. ("CCS") was determined to be the lowest, responsible respondent to the RFP, and has provided the Town with specific terms under

which it would provide the Services to the Town, which are set forth in the agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Corporate Authorities find that it is necessary for the effective administration of government that the Town execute, enter into, and approve an agreement with terms substantially the same as the terms of the Agreement; and

WHEREAS, the President is authorized to enter into and the Town Attorney (the "Attorney") is authorized to revise the Agreement for the Town making such insertions, omissions, and changes as shall be approved by the President and the Attorney; and

NOW, THEREFORE, BE IT RESOLVED by the President and the duly authorized Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

# ARTICLE I. IN GENERAL

#### Section 1.0 Findings.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

#### Section 2.0 Purpose.

The purpose of this Resolution is to authorize the President or his designee to approve and enter into the Agreement with CCS and to further authorize the President to take all steps necessary to carry out the terms of the Agreement and to ratify any steps taken to effectuate that goal.

# ARTICLE II. AUTHORIZATION

#### Section 3.0 Authorization.

The Town Board hereby authorizes and directs the President or his designee to approve and enter into the Agreement in accordance with its terms, or any modification thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Town Board authorizes and directs the President or his designee to execute the applicable Agreement, with such insertions, omissions, and changes as shall be approved by the President and the Attorney, and the Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Town Clerk is hereby authorized and directed to attest to and countersign the Agreement and any such other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary.

# ARTICLE III. HEADINGS, SAVINGS CLAUSES, PUBLICATION, EFFECTIVE DATE

#### Section 4.0 Headings.

The headings of the articles, sections, paragraphs, and sub-paragraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

#### Section 5.0 Severability.

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

## Section 6.0 Superseder.

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

#### Section 7.0 Publication.

A full, true, and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

#### **Section 8.0** Effective Date.

This Resolution shall be effective and in full force immediately upon passage and approval.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this	day of		, 2023, p	ursuant to a roll c	all vote as follow
		YES	NO	ABSENT	PRESENT
Virruso					
Cundari					
Reitz					
Garcia					
Porod					
Cava					
Vargas					
(President Dominick)					
TOTAL					
APPR	ROVED by	the Presiden	t on	, 20	)23
			OOMINICK IDENT		
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		TOWN	CLERK		

# **EXHIBIT A**

RESOLUTION NO
A RESOLUTION SETTING HALLOWEEN TRICK OR TREAT HOURS
WHEREAS, it is in the best interest of the health and safety of the children of Cicero that certain hours be designated trick or treat hours; and
WHEREAS, the time between 3:00 PM and 7 PM on October 31 is the most desirable time for trick or treat; and
WHEREAS, at the time of this resolution no State of Illinois Executive Order exist to prohibit the time honored tradition, it is in the best interest of the health and general welfare of all Cicero residents, during a pandemic, that all CDC guidelines are strictly adhere to and that the wishes of others, if posted, are respected; and
NOW, THEREFORE BE IT RESOLVED, by the President and Board of Trustees of the Town of Cicero, in the exercise of its home rule powers that:
The hours between 3:00 PM and 7 PM on October 31 are hereby designated as Halloween trick or treat hours in the Town of Cicero;
Those Residents, who wish not to participate in this years' time honored tradition due to the pandemic, are encouraged to post a sign stating such;
This Resolution shall be in full force and effect from and after its passage and approval as provided by law.
Larry Dominick, Town President
ATTEST:

Maria Punzo-Arias, Town Clerk

Date of Passage: \_\_\_\_\_