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S-6/23/04

POL
8670

LABOR AGREEMENT

Between

THE VILLAGE OF SKANEATELES

And

THE SKANEATELES POLICE OFFICERS
LOCAL 195SP, COUNCIL 82, AFSCME, AFL-CIO

5 Year Contract

June 1, 2002 through May 31, 2007

Ratified by the Village Board of Trustees, February 9, 2004

RECEIVED

APR 14 2004

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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ARTICLE 1
PREAMBLE and RECOGNITION

1.1 PARTIES TO THE AGREEMENT

This is a Labor Agreement made and entered into the 8th day of March, 2004, by the Village of Skaneateles, New York (herein "Village/Employer") and the Skaneateles Police Officers Local 195SP, Council 82, AFSCME, AFL-CIO (herein "Union")

1.2 COLLECTIVE BARGAINING UNIT

The Village recognizes the Union as the sole and exclusive collective bargaining agent for all Civil Service Police Officers employed in the Village of Skaneateles Police Department, Skaneateles, New York, but excluding the Chief of Police and part-time officers.

1.3 APPLICATION OF AGREEMENT

This Agreement shall apply to the police officers within the bargaining unit defined in Section 1.2.

ARTICLE 2
OBLIGATIONS OF THE PARTIES

2.1 NO DISCRIMINATION

The parties agree not to discriminate against any person within the collective bargaining unit because of race, color, creed, national origin, or because of membership or non-membership in the Union.

2.2 NO STRIKE

The Union agrees that it will not cause, instigate, encourage or condone any strike, picketing, slowdown, concerted refusal to perform assigned work, or any other kind of job action which is designed to impede or has the effect of impeding normal, efficient operations of the Department.

2.3 UNION DUES

- (a) The Employer hereby agrees to deduct weekly from the pay of each employee covered by this Agreement an amount of money in payment of dues in the Union. The Employer further agrees to transmit said Union dues and Union sponsored Insurance Program premiums to Security and Law Enforcement Employee Council 82.
- (b) The Union, having been recognized as the exclusive representation of the employee, within the bargaining unit, shall be entitled to have deductions made weekly from the pay of each non-Union member in the bargaining unit, an amount equivalent to the dues levied to members of the Union. Non-members of the Union shall be entitled, upon request, pursuant to Article IX, Section 10, of the AFSCME Constitution, to a refund of that amount of their agency shop fee deduction used by the Union in aid of activities or causes of a political or ideological nature.

2.4 UNION RELEASE TIME

- (a) When the President of the Local is required to attend formal meetings with the employer for purposes of pursuing grievances, collective bargaining meetings or Labor Management meetings, the employer shall either release the employee with pay for the period of said meetings, or shall schedule the meetings for a time when the President is not scheduled to work.
- (b) The President of the Local will be granted up to two days leave per year, with pay, to attend Council 82 conferences or training sessions.

ARTICLE 3
PROBATIONARY EMPLOYEES

All new employees shall be on a probationary period until they have completed twelve (12) months of continuous employment, unless less time is mutually agreed to by both parties of this Agreement.

ARTICLE 4
MANAGEMENT RIGHTS

The Village retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, and all equipment which may be used in the operation of its business or in supplying its services as performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend and discharge employees for cause, including mandates of the U.S. Department of Labor Occupational Safety and Health Act of 1970 (OSHA) to hire, lay off, assign, transfer, promote and determine the qualifications of employees; to determine the starting and quitting time and the number of hours to be worked; subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by law.

The Village reserves the right to reduce the work force at any time as conditions demand. The number, titles and levels of supervisory employees may be changed at any time by the Village.

The above rights of the Village are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent to the Employer. Any and all of the rights, powers and authority the Employer has prior to entering this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

ARTICLE 5
SALARY PLAN

5.1 HOURLY RATES

<u>Period Covered</u>	<u>(+%)</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
June 1, 2002 to Nov. 30, 2002	(2.5)	12.02	14.18	16.15	19.93
Dec. 1, 2002 to May 31, 2003	(2.5)	12.32	14.53	16.55	20.43
June 1, 2003 to May 31, 2004	(4.0)	12.81	15.11	17.21	21.25
June 1, 2004 to May 31, 2005	(4.0)	13.32	15.71	17.90	22.10
June 1, 2005 to May 31, 2006	(4.0)	13.85	16.34	18.62	22.98
June 1, 2006 to May 31, 2007	(4.0)	14.40	16.99	19.36	23.90

5.2 DATE OF HIRE/ANNIVERSARY

The Village will use the employee's date-of-hire to establish seniority, longevity, and vacation allowances. Employees shall receive the increased hourly rate of the new contract year at their current Step. Upon the anniversary of their date-of-hire, the employee shall move to the next step on the salary plan.

5.3 SERGEANTS and/or ASSISTANTS

Police Sergeants and/or Assistants shall receive one (\$1.00) dollar per hour above his step only when the chief is unavailable and has designated a police officer in charge. This payment shall be for time served only. The current police sergeant and/or assistant in charge shall be grandfathered at one (\$1.00) dollar per hour for all hours.

5.4 COLLEGE INCENTIVE

For current employees, a Two Hundred (\$200.00) Dollar incentive for an approved Bachelor's degree will be granted. This is subject to approval by the Chief of Police and the Board of Trustees. Transcripts and successful completion of course work must be provided.

ARTICLE 6
HOURS OF WORK AND OVERTIME

6.1 REGULAR WORK DAY & WEEK

The regular workday shall be eight (8) hours.

The regular work schedule shall be five days of work followed by two days off, followed by five days of work, followed by two days off, and followed by five days of work followed by three days off. Referred to as the 5-2, 5-2, 5-3 schedule.

In the event that a fifth full-time officer is hired, a miscellaneous flex-schedule will be established for this position, which will work at the direction of the Chief. This position will be bid by seniority. In the event no officer bids on this position, the least senior officer shall be assigned to this position. This position will be re-bid every three months. In the event an Officer voluntarily bids on the position, then, in the subsequent re-bidding, that Officer's name shall be placed at the bottom of the list. The miscellaneous flex-schedule officer will not necessarily work on the 5-2, 5-2, 5-3 schedule but will receive an equal number of days off, and a reasonable effort will be made to have these days off consecutively. Additionally, the miscellaneous flex-schedule officer will not be on the rotating shift schedule.

6.2 OVERTIME COMPENSATION

All hours worked by policemen, over eight (8) hours per day or forty (40) hours per workweek will be paid at one and one-half (1½) times their (employee's) straight time hourly rate.

6.3 CALL-OUT

An employee called to work outside his normal working hours shall receive a minimum of three (3) hours pay for each call-out.

6.4 MEAL ALLOWANCE

An employee who completes four (4) consecutive hours of overtime work before or after working his regular scheduled 8-hour turn shall receive a six (\$6) dollar meal allowance. When attending a full, 8-hour day, assigned school, seminar, or training session, then nine (\$9) dollar per diem with receipt.

6.5 NO DEVIATION WITHOUT AUTHORIZATION

No employee shall deviate from his normally scheduled hours of work unless directed or authorized by the Chief of Police.

6.6 ROTATING OVERTIME

The employer shall attempt to fairly distribute overtime. Any offer of overtime, whether the employee accepts said overtime or not, shall be considered as overtime worked for the purposes of distributing overtime fairly. If no unit member has voluntarily accepted offered overtime, the Employer shall order an employee to work said overtime.

6.7 TIME EXCHANGED

It is understood that time exchanged between employees shall not require the payment of overtime and must be authorized by the Chief of Police.

ARTICLE 7
HOLIDAYS

7.1 POLICE DEPARTMENT HOLIDAYS

- | | | |
|--------------------|----------------------|----------------------------|
| 1. New Year's Day | 5. Fourth of July | 9. Veterans' Day |
| 2. Presidents' Day | 6. Labor Day | 10. Thanksgiving Day |
| 3. Good Friday | 7. Columbus Day | 11. Day after Thanksgiving |
| 4. Easter | 8. Nov. Election Day | 12. Christmas Day |

7.2 HOLIDAY PAY

The Village will pay time and one-half (1½) twelve (12) holidays for hours worked on all twelve (12) holidays designated in this contract.

ARTICLE 8
VACATIONS

8.1 VACATION ALLOWANCE

Employees shall receive vacation allowance based on completed years of service from their individual dates of hire as follows:

<u>Continuous Years of Service</u>	<u>Weeks of Vacation</u>
1 but less than 2	1 week
2 but less than 5	2 weeks
5 but less than 10	3 weeks
10 but less than 15	4 weeks
15 years and over	5 weeks

8.2 VACATION BUY-BACK

Employees eligible for one (1) and two (2) weeks of vacation will not be allowed pay in lieu of vacation. Employees eligible for three (3), four (4) and five (5) weeks of vacation will be allowed to buy back (or work) one (1) week only.

8.3 PERSONAL DAYS

Effective June 1, 2003, four (4) personal days will be available to unit members with at least six (6) months of continuous service. A minimum of forty-eight (48) hours notice must be provided to the Chief of Police.

If less than five days notice is provided, then the officer will be responsible for securing his/her own replacement.

Subject to the above notice provisions, personal leave is considered time off to attend to emergency or personal business matters which requires the personal attention of the employee and cannot otherwise be scheduled outside of the employee's work day. Personal leave is not granted for the purpose of a day off or a holiday. In requesting such leave the full-time employee has no obligation to indicate a reason for such request.

ARTICLE 9
SICK LEAVE

9.1 SICK LEAVE BENEFITS

Employees shall accrue sick leave at the rate of one (1) day per calendar month, except when absent from work for an entire calendar month.

When an employee claims sick leave and the Village questions such a claim, the employee shall be sent to a physician of mutual agreement between the Village and the employee for examination. Such examination shall be at the expense of the Village. The determination made by the designated physician shall be final and binding upon the employee's sick leave claim.

9.2 SICK DAY INCENTIVE

Union employees who use four (4) days or less of sick time during the year will receive One Hundred Fifty (\$150.00) Dollars in the first month following the Village's new fiscal year.

9.3 ACCUMULATE SICK LEAVE

Employees currently on the force as of 6/1/90 shall accumulate sick leave to a maximum of one hundred sixty-five (165) days. Upon retirement, resignation or termination, employees shall not be due payment of accrued by unused sick leave.

9.4 EMERGENCY USE OF SICK LEAVE

Union employees shall be allowed to use two (2) employee sick days for a medical emergency of immediate family members. Department Head approval is required.

ARTICLE 10
PAY PERIODS

Employees shall be paid on a fifty-two (52) pay period basis.

ARTICLE 11
PENSION

The Village agrees to utilize Section 384-e of the N.Y.S. Policemen's and Firemen's Retirement and Social Security Law.

ARTICLE 12
HEALTH INSURANCE

12.1 COVERAGE

The Village shall continue to make available to eligible employees and their dependents substantially similar group health and hospitalization insurance as existed prior to the signing of this Agreement. Effective March 1, 2004, the prescription drug rider shall be the two-tier, \$5.00 generic and \$10.00 non-generic plan. The Village reserves the right to change insurance carriers as it deems appropriate, so long as the new coverage and benefits are substantially similar to those that predate this agreement.

12.2 COST

Employees hired prior to February 2, 2004 shall contribute 7% of the cost of the monthly premium for whichever plan the employee elects. Employees hired on or after February 2, 2004 shall contribute 11% of the cost of the monthly premium for the first year of employment, and shall contribute 15% of the cost of the premium starting on the first anniversary of their hire. All contributions shall be by payroll deduction.

12.3 FLEXIBLE BENEFIT PLAN

Employer will establish a Flexible Benefit Plan to cover premium contributions, out-of-pocket medical expenses and childcare, all as permitted by law. The Employer shall choose the administrator and determine the details of the plan.

ARTICLE 13 DENTAL INSURANCE

12.1 COVERAGE

The Village shall continue to make available to full-time, non-retired employees and their dependents substantially similar group dental insurance as existed prior to the signing of this Agreement. The Village reserves the right to change insurance carriers so long as the new coverage and benefits are substantially similar to those that predated this Agreement.

12.2 COST

The Village will pay 100% of the individual and family premium for dental insurance for all eligible employees hired prior to June 1, 1990. Employees hired after June 1, 1990 will pay 25% of the difference in premium between the individual premium and the family premium. This amount will be deducted from the employee's paycheck on a weekly basis. (New hires may opt not to participate in the Dental Plan.)

ARTICLE 14 UNIFORMS

Uniforms will be furnished and maintained by the Village. Cleaning will be provided by the Village to a maximum of Three Hundred Seventy Five (\$375) Dollars per year.

ARTICLE 15 WORKERS' COMPENSATION

Employees shall be covered by the New York State Workers' Compensation Law.

ARTICLE 16 MILITARY LEAVE

Employees shall be allowed military leave up to a total of thirty (30) days per year, pursuant to applicable State Law governing Military Leave.

ARTICLE 17 FUNERAL LEAVE

17.1 IMMEDIATE FAMILY

In the event of a death of one of the following members of an employee's family – parents, including foster or step-parents, mother-in-law, father-in-law, spouse, children, brothers, sisters or grandparents – the employee shall be excused from work at this request to attend the funeral and shall be paid on a daily basis for the day lost on the day of the funeral and the two (2) preceding days providing that all of those days were regularly scheduled work days of the employee.

17.2 EXTENDED FAMILY

In the event of a death of one of the following members of an employee's family or household – brother-in-law, sister-in-law or spouse's grandparents – the employee shall be excused for the day of the funeral and be paid for the eight (8) hours, if that day was a scheduled work day.

17.3 DISCRETIONARY DAYS

At the discretion of the department head, up to two (2) personal days may be used to augment funeral leave.

ARTICLE 18
SENIORITY DEFINITION

Seniority shall be defined as length of continuous service since last day of hire as a policeman in the unit.

ARTICLE 19
LAYOFF AND RECALL

Employees with Civil Service competitive classifications shall be laid off and recalled in accordance with the applicable provisions of the Civil Service Law. Recalls shall be in reverse order of layoff.

ARTICLE 20
GRIEVANCE AND ARBITRATION PROCEDURE

20.1 GRIEVANCE DEFINED

- (a) A grievance shall be defined as a dispute between the parties to this Agreement involving the interpretation or application of any provisions of this Agreement. It is expressly understood that the Grievance and Arbitration procedure provided herein does not apply to and is not intended as a substitute or an alternative for any action permitted by or required by the Village of the Union under any article of the State Civil Service Laws and Rules.
- (b) The terms "days" or "working days" used in this Article shall mean working days on a Monday through Friday basis.

20.2 INTERPRETATION

The parties agree that disputes over the application or interpretation of laws as they may affect employees covered hereunder are not reviewable under the arbitration provisions of this Agreement.

20.3 STEP 1

Any employee who believes he has a justifiable grievance shall discuss the matter with his Department Head, with or without an Union representative present, in an attempt to settle the same within ten (10) days after the grievance occurs. However, any such employee may instead, if he so desires, report the matter directly to a Union grievance committee, who will take it up with the employee's Department Head in a sincere effort to resolve the problem. If the employee desires, he may be present during this discussion.

Within ten (10) days after the oral presentation of the problem to him, the Department Head shall communicate on a written basis his decision to the employee and/or to the Union representative if he was designated to represent the employee. If the complaint or problem is not satisfactorily resolved in Step 1, it can be presented in writing and processed in Step 2.

20.4 STEP 2

If the employee presenting a grievance after receiving the endorsement of the Union Grievance Committee is not satisfied with the decision of the Department Head, he or the Union Representative may, within ten (10) days thereafter, request a review and determination of his grievance by the Mayor or his authorized representative. The petition shall be written and shall contain statements relating to the specific nature of the grievance and the facts surrounding it.

The petition shall be forwarded to the Mayor which submission shall include the written decision of the Department Head. The Mayor or his duly authorized designated representative shall, within ten (10) days after receiving the request from the employee or the Union Representative, make his decision and communicate the same in writing to the employee and to the Union Representative.

20.5 STEP 3

If the Union wishes to carry the grievance beyond the second step, the following procedure shall apply:

The Union shall, within ten (10) days from the receipt of the Mayor's written decision, forward a written notice to the Village that the Union desires to have an arbitrator in the matter. The American Arbitration Association shall be the appointing authority.

The expense of the arbitration will be shared equally between the Village and the Union. The decision of the arbitrator shall be final and binding with respect to Article 5.1, 5.3, 5.4. All other issues will be advisory only.

The arbitrator shall have no power to add to, subtract from or modify any of the conditions or provisions of this Agreement, provided however, that in the event a dispute arises as to the issues to be determined in the arbitration, said arbitrator is hereby empowered to not only resolve the dispute, but to determine the issue to be decided.

The arbitrator shall not order back pay in any case beyond the date on which the grievance was originally filed. All awards shall be based on the amount of wages the employee would have earned from his employment with the Village.

ARTICLE 21 SAVINGS CLAUSE

Should any provision of this Agreement be declared unlawful by any court of competent jurisdiction, the parties shall honor the remainder of the Agreement and shall meet within thirty (30) days for the purpose of renegotiating that portion declared unlawful.

ARTICLE 22 TAYLOR ACT - S 204-A

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 23 COMPENSATION FOR TRANSPORTATION COSTS

23.1 REIMBURSEMENT FOR PUBLIC TRANSPORTATION COSTS

When an employee is required to use normal public transportation facilities, the Employer shall reimburse the employee the actual transportation cost upon presentation of a paid receipt.

23.2 REIMBURSEMENT FOR MILEAGE

Whenever an employee is required by his Unit Head to use his personal car for official transportation, reimbursement will be made by the Employer at the federal reimbursement rate in effect when the expense was incurred.

ARTICLE 24
LONGEVITY

In recognition of employees' extended and faithful service to the Village, the following policy of yearly longevity payment will be established and paid for uninterrupted employment.

Effective 6/1/2003 the Longevity allowance shall be:

After 5 years of service but less than 10 years	\$ 200
After 10 years of service but less than 15 years	\$ 400
After 15 years of service but less than 20 years	\$ 600
After 20 years of service but less than 25 years	\$ 800
After 25 years of service	\$1,000

These longevity payments shall be made by separate check, subject to the usual deductions, on the payday preceding Christmas of each calendar year.

ARTICLE 25
JOB SECURITY

All employees covered by this Agreement shall be eligible for protection under Section 75 of the Civil Service Law.

ARTICLE 26
PERSONNEL FOLDER

- 26.1 For the purposes of this Article, there shall be one (1) official personnel folder maintained for an employee. An employee shall, within five (5) working days of a written request to this department, have an opportunity to review his official personnel folder in the presence of a local Union representative (if requested by the employee). Such right shall not be abused. The employee shall be allowed to place in such file a response of reasonable length to anything contained therein that such employee deems to be adverse.
- 26.2 The official personnel folder shall contain memoranda or documents relating to such employee which contain criticism, commendations, appraisals or rating of such employee's performance on his job.

ARTICLE 27
LABOR-MANAGEMENT COMMITTEE

A Police Labor-Management Committee shall be established for the purpose of discussing, at mutually agreeable times, matters of mutual concern, but not to include amendment of this Agreement. The Committee shall be limited to two (2) representatives of the bargaining unit, one of which shall be the President, and two (2) management representatives. The Committee shall meet every three months.

ARTICLE 28
JURY DUTY

- (a) Employees will be granted a leave of absence with pay for any day they are required to report for jury duty. An employee must provide a copy of the summons to the police Chief no later than his first scheduled shift following receipt, and notify the Chief of selection as soon as possible.
- (b) An employee on jury duty shall receive his regular pay, less the allowance paid to jurors.

ARTICLE 29
DURATION OF THIS AGREEMENT

This Agreement becomes effective February 9, 2004 for the period June 1, 2002 through expiration May 31, 2007.

FOR THE VILLAGE OF SKANEATELES

Pursuant to a resolution duly adopted by the Board of Trustees of the Village of Skaneateles on the 9th day of February, 2004.

For the Village of Skaneateles

For the Skaneateles Police Officers

James Rhinehart
Mayor

David Wawro
President

Daniel C. Wissman
Consultant

Richard M. Lesniak
Council 82 Staff Representative

Date: _____

