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AGREEMENT

BETWEEN

MONMOUTH COUNTY SHERIFF and
MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS

and

MONMOUTH COUNTY SHERIFF'S OFFICERS
P.B.A. LOCAL 314

X NOVEMBER 1, 1987 through DECEMBER 31, 1990

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
	PREAMBLE	1
1	RECOGNITION	2
2	UNION SECURITY	3
3	ASSOCIATION TIME	7
4	VISITATION RIGHTS	9
5	MANAGEMENT RIGHTS	10
6	STRIKES AND LOCKOUTS	11
7	HANDBOOK AND WORKRULES	12
8	DISCIPLINE	13
9	GRIEVANCE PROCEDURE	14
10	SALARY	17
11	UNIFORM AND MAINTENANCE ALLOWANCE	18
12	COLLEGE INCENTIVE	19
13	HOURS OF WORK	20
14	OVERTIME, CALL-IN AND COURT TIME	21
15	INSURANCE	22
16	VACATIONS	23
17	HOLIDAYS	24
18	TEMPORARY LEAVE	26
19	WORKERS' COMPENSATION	27
20	PROBATIONARY PERIOD	28
21	NON-DISCRIMINATION	30
22	MAINTENANCE OF STANDARDS/SAVINGS	31
23	TERM AND EXTENT OF AGREEMENT	32

PREAMBLE

This Agreement, effective as of the first day of November 1, 1987, by and between the Monmouth County Sheriff, hereinafter referred to as the "Employer", the Monmouth County Board of Chosen Freeholders, hereinafter referred to as the "Employer-funding agent" and PBA Local #314, hereinafter referred to as the "Association", is designed to maintain and promote a harmonious relationship between the Sheriff, the County and such of its employees who are within the bargaining unit herein defined in order that more efficient and progressive public service may be rendered.

ARTICLE 1
RECOGNITION

The Sheriff and the County hereby recognize the Association as the exclusive majority representative within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., for collective negotiations concerning salaries, hours of work and other terms and conditions of employment for all employees employed in the Title of Sheriff's Officer.

ARTICLE 2
UNION SECURITY

Section 1. Upon receipt of a lawfully executed written authorization from an Employee which may be revoked in writing at any time, the County agrees to deduct the regular monthly dues of such Employee from his pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the officials designated by the Employee in writing to receive such deductions. The Employee will notify the County in writing of the exact amount of such regular membership dues deducted.

Section 2. The Association agrees to indemnify and hold the County harmless against any and all claims, suits, orders or judgments brought or issued against the County with regard to the dues checkoff, except for any claims that result from negligent or improper acts of the Employer or its agents or servants.

Section 3. If an Employee covered by this Agreement does not become a member of the Association during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said Employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the Employee's per capita cost of services rendered by the

Association as majority representative.

Section 4. Prior to the beginning of each membership year, the Association will notify the County in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to eighty-five (85%) percent of that amount.

Section 6. In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in an amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee has been set at eighty-five (85%) percent of that amount as permitted by law.

Section 7. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the County a list of those Employees who have not become members of the Association for the current membership year. The County will deduct from the salaries of such Employees, in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

Section 8. The County will deduct the representation fee in equal installments as nearly as

possible from the paychecks paid to each Employee on the aforesaid list during the remainder of the membership year in question and until such time as a new Agreement is executed. The deductions will begin with the first paycheck paid:

(a) Ten (10) days after receipt of the aforesaid list by the County; or

(b) Thirty (30) days after a permanent employee begins his or her employment in a bargaining unit position, unless the Employee previously served in a bargaining unit position and continued in the employ of the County in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employment in a bargaining unit position, whichever is later; or

(c) Three (3) months after a probationary Employee begins his or her employment in a bargaining unit position, unless the Employee previously served in a bargaining unit position and continued in the employ of the County in a non-bargaining unit position or was on lay-off, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employment in a bargaining unit position, whichever is later.

Section 9. If an Employee who is required to pay a representation fee terminates his or her employment with the County before the Association has received the full amount of the representation fee to which it is entitled in this

Article, the County will deduct the unpaid portion of the fee from the last paycheck paid to said Employee during the membership year in question.

Section 10. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

Section 11. The Association will notify the County in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the County received said notice.

Section 12. On or about the last day of each month, beginning with the month this Agreement becomes effective, the County will submit to the Association a list of all Employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and date of employment for all such Employees.

Section 13. The Association agrees to establish and maintain a "demand and return" system whereby Employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro rata share", if any,

subject to refund in accordance with the provisions of N.J.S.A. 34:13A-5.4, as amended. The demand and return system shall also provide that Employees who pay the representation fee in lieu of dues may obtain a review of the amount paid through full and fair proceedings placing the burden of proof on the Association. Such proceedings shall provide for an appeal by either the Association or the Employees to the Review Board established for such purposes by the Governor in accordance with N.J.S.A. 34:13A-5.4, as amended.

ARTICLE 3
ASSOCIATION TIME

Section 1. The P.B.A. shall be allocated forty (40) days of paid leave per year for attendance at P.B.A. meetings and conventions. Leave pursuant to this provision shall be granted upon a written authorization submitted by the P.B.A. President to management indicating the name or names of the individuals and the date or dates on which their absence will be required.

Section 2. In order to facilitate the scheduling of manpower, advanced notice of the use of P.B.A. leave time shall be provided and, in the case of scheduled meetings, such advanced notice shall be given at least three (3) weeks prior to the scheduled date of leave.

Section 3. It is agreed that the P.B.A. President and Delegate shall be granted reasonable time off to investigate grievances.

ARTICLE 4
VISITATION RIGHTS

The President of the P.B.A., or his designee, shall have the right to visit the County facilities in order to represent or service Employees covered by this Agreement. These visitation rights shall not unreasonably interfere with operations of the Sheriff or the County.

ARTICLE 5
MANAGEMENT RIGHTS

Section 1. It is recognized that the Sheriff has and will continue to retain the rights and responsibilities to direct the affairs of the Sheriff's Office in all its various aspects. Among the rights retained by the Sheriff are the rights to direct the working forces; to plan, direct, and control all the operations and services of the Sheriff's Department; to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to contract for and subcontract out services; to relieve Employees due to lack of work or for other legitimate reasons, to make and enforce reasonable rules and regulations to change or eliminate existing methods, equipment, or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement and that a grievance may be filed by the Association alleging such conflict.

Section 2. In situations where the Employee has been terminated, the employment bargaining representative shall initiate the grievance procedure at Step No. 2.

ARTICLE 6

STRIKES AND LOCKOUTS

Neither the Association nor any officers, agents or Employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work or any other intentionally interruption of the operations of the Monmouth County Sheriff's Office, regardless of the reason for so doing. Any or all Employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the County pursuant to the rules and regulations of the Civil Service Commission and any State statutes applicable thereto and subject to the grievance procedures and terms of conduct of this contract. Any Employees who are disciplined or discharged pursuant to this section may institute a grievance in accordance with the procedures set forth herein.

ARTICLE 7

HANDBOOK AND WORKRULES

Section 1. The parties agree that, to the extent that they are not inconsistent with any provisions of this Agreement, the Association and the members of the bargaining unit are entitled to the benefits of and bound by the requirements of the County of Monmouth Personnel Handbook and the Sheriff's Officer's Manual. The parties specifically endorse the provisions of the latest addition of the Handbook and the Duty Manual, to the extent that those provisions are not covered by this Agreement.

Section 2. The Employer shall establish reasonable and necessary rules of work and conduct for Employees. Such rules shall be equitably applied and enforce.

ARTICLE 8
DISCIPLINE

Section 1. Employees may be discharged, demoted or otherwise disciplined for just cause.

Section 2. An Employee required to appear at a hearing on disciplinary charges shall be given written notice of the hearing, the specific charges to be heard, and the anticipated extent of possible disciplinary action at least five (5) working days prior to the hearing.

Section 3. The P.B.A. shall be provided with the same notice at the same time as the Employee.

Section 4. An Employee shall have the right of representation at any disciplinary hearing.

ARTICLE 9
GRIEVANCE PROCEDURE

Section 1. The purpose of this procedure is to secure equitable solutions to problems which may arise from time to time affecting employees as the result of the interpretation or application of this Agreement between the Employer and the Association.

Section 2. A grievance shall mean a complaint that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement, or any dispute concerning terms and conditions of employment.

Section 3. The Association shall process grievances in the following manner:

Step One. The Association shall present the grievance under Step One to the Undersheriff in charge of the Law Enforcement Division of the Sheriff's Office. The grievance shall be presented in writing within ten (10) working days of its occurrence. The Undersheriff shall respond within seven (7) working days of receipt of the grievance.

Step Two. If the Association is not satisfied with the decision of the Undersheriff at Step One, the grievance shall be presented in writing to the Sheriff within seven (7) working days after the conclusion of Step One. The Sheriff shall, within seven (7) working days of the receipt of the

written grievance, arrange a meeting with the Association. The Sheriff shall give the Association its written answer to the grievance within three (3) working days after the date of such meeting.

Step Three. If the Association is not satisfied with the decision of the Sheriff under Step Two of the procedure, then the grievance shall be presented in writing to the next level of authority within seven (7) working days after Step Two. For the purpose of this grievance procedure, the next level of authority shall be considered the County Personnel Officer. The County Personnel Officer shall, within seven (7) working days of receipt of this grievance, arrange a meeting, which meeting shall occur within seven (7) working days thereafter, with the Association. The County Personnel Officer shall give the Association his/her written answer to the written grievance within three (3) working days after the date of such meeting.

In the event that a grievance is not resolved at Step Three of this procedure, the Association may elect to proceed to Step Four of this grievance procedure unless the subject matter of the grievance comes under the jurisdiction of the Civil Service Appeal procedure, in which case, the Association must utilize the Civil Service procedure for any appeal beyond Step Three.

Step Four. If the grievance is still unsettled, the Association may, within fifteen (15) days after the reply of

the County Personnel Officer is due, by written notice to the County Personnel Officer by written notice request arbitration. Said arbitration shall be through the Public Employment Relations Commission, the expense of which shall be shared equally by the Employer and the Association.

The decision of arbitration shall be final and binding on both sides. The Arbitrator shall be governed by the terms of this Agreement and shall add nothing to nor subtract anything from this Agreement.

The time requirements established herein may be relaxed for good cause.

ARTICLE 10

SALARY

Salary shall be paid in accordance with Appendix A, attached hereto and made a part of this Agreement.

ARTICLE 11

UNIFORM AND MAINTENANCE ALLOWANCE

Section 1. Uniform and Maintenance allowance for all employees except for new employees shall be paid in a lump sum in January of each calendar year. The amount to be paid is \$900.00.

Section 2. New employees hired on or after November 1, 1987, shall not be eligible for uniform and maintenance allowance until completion of an initial three-month probationary period. New employees shall then be paid in quarterly payments commencing with the first quarter following completion of the three-month probationary period and shall receive the full allocation for uniform and maintenance during the first year of employment. Subsequent payments will be in accordance with Section 1 of this Article.

ARTICLE 12
COLLEGE INCENTIVE

Section 1. Since the Sheriff and the County of Monmouth recognize the value of trained Sheriff's Officers, they hereby agree to pay any officer covered by this Agreement additional compensation in the amount of \$25.00 per year per college credit that is obtained by any officer after January 1, 1984, and while in the County employ from an accredited college in a course that will be of value to the person in the performance of his work. The Sheriff shall approve the courses taken by the person covered by this Agreement.

Section 2. A committee consisting of representatives of the Sheriff's office, the Personnel Office and the P.B.A., Local 314, shall review and approve courses taken by the Employee in advance of registration. Payment of courses shall not be made without prior approval. Said approval shall not be unreasonably withheld.

ARTICLE 13
HOURS OF WORK

Section 1. The regular work day shall consist of eight and one-quarter (8 1/4) hours including two (2) fifteen (15) minute breaks and one (1) thirty (30) minute meal period.

Section 2. The regular work week shall consist of five (5) consecutive eight and one-quarter (8 1/4) days as defined herein. For the purposes of this Agreement, including a calculation of the employee's hourly rate, said five (5) eight and one-quarter (8 1/4) hour days shall be considered the equivalent of a forty (40) hour work week.

Section 3. Work schedules showing employees' shifts, work days, and hours shall be posted on all department bulletin boards. All permanent shift changes shall be posted at least five (5) working days in advance.

ARTICLE 14

OVERTIME, CALL-IN AND COURT TIME

Section 1. Overtime shall be defined as time worked in excess of the regular forty (40) hour work week as defined above.

Overtime work shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular rate of pay; provided, however, that the employee must work a minimum of one-half (1/2) hour of overtime in order to be eligible for overtime pay. Upon satisfaction of the one-half (1/2) hour minimum requirement, all overtime worked, including the first one-half (1/2) hour, shall be compensated at the overtime rate.

Overtime shall be scheduled on an equitable rotation basis in accordance with seniority.

Section 2. Whenever an employee is required to report for duty outside regular working hours or required to make a Court appearance in connection with his employment outside of regular duty hours, such time shall be compensated at the overtime rate for all hours worked.

Section 3. Employees shall be paid for all overtime work in accordance with this Article, except for municipal court time. Employees shall have the option of paid overtime or compensatory time for all municipal court appearances outside of regular working hours.

ARTICLE 15

INSURANCE

Section 1. The County shall maintain the self insurance program administered by the Rasmussen Agency for medical and major medical insurance, without change in coverage or benefit level for the term of this Agreement.

Section 2. The County shall provide a prescription insurance program to members of the bargaining unit at a cost to the County not to exceed \$150.00 per employee for full family coverage.

ARTICLE 16

VACATIONS

Section 1. Each employee shall be entitled to annual vacation leave, depending upon said Employee's years of service with the County, as follows:

YEARS OF SERVICE	VACATION
Up to 1 year	1 day per month worked
2nd through 5th year	12 working days
6th through 12th	15 working days
13th through 20th year	20 working days
21 or more	25 working days

Section 2. For purposes of convenience, it is agreed that an Employee who was employed for more than six (6) months during the first calendar year of employment shall have that year included in the computation for years of service under Section 1 hereof. An Employee who was employed for six (6) months or less during the first calendar year of employment shall not have that year included in the computation under Section 1 hereof.

Section 3. Seniority shall govern the scheduling of all vacations for Employees covered by this Agreement.

ARTICLE 17

HOLIDAYS

Section 1. The following days shall be recognized and observed as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Section 2. Where a holiday falls during an employee's vacation or his regular day off, said employee shall be given compensatory time off at his regular rate of pay.

Section 3. If an employee works on a holiday, he shall be given an option of choosing to be paid at the rate of time and one-half plus holiday pay, providing that he/she waives his/her right to receive a compensatory day off at a future time.

Section 4. Any other holidays granted to the County employees by resolution of the Board of Chosen Freeholders, Governor of the State of New Jersey or President of the United States shall also be granted to all persons covered by this Agreement.

Section 5. The scheduling of compensatory time off pursuant to this Article shall be governed by seniority and shall be subject to the approval of the shift supervisor.

ARTICLE 18
TEMPORARY LEAVE

Section 1. Personal Leave. Employees may take up to three (3) days of paid leave per year for personal business. Newly hired employees shall earn personal leave at the rate of one (1) day per four (4) months of service. Except where the schedule does not permit, the Sheriff or his designee shall allow personal days to be taken on any day from Monday through Friday.

Section 2. Bereavement Leave. An Employee may take up to three (3) days of paid leave due to the death of a member of his immediate family. As used herein, "immediate family" means spouse, parent of employee or spouse, grandparent of the employee or spouse, children, sister or brother. The three (3) days referred to herein shall be in addition to any sick leave accumulated by the employee and in addition to any personal leave accumulated by the employee. Bereavement leave shall not be deducted from an employee's sick leave or personal leave.

ARTICLE 19
WORKERS' COMPENSATION

Section 1. Any officer injured while on duty will be compensated at full pay while out of work for the same injury and under the care of a physician for a maximum of one (1) year.

Section 2. It is understood that if an employee receiving paid leave pursuant to Section 1 of this Article shall also receive workers' compensation benefits, the employee shall endorse such workers' compensation checks received from the insurance carrier over to the County Treasurer.

Section 3. It is understood by the parties that workers' compensation benefits are governed by statute and that the provisions of this Article are set forth for informational purposes. Therefore, complaints arising under Section 2 of this Article shall not be subject to the contractual grievance procedure.

ARTICLE 20
PROBATIONARY PERIOD

Section 1. Newly hired employees shall serve a twelve (12) month probationary period. During such three (12) month probationary period, the employee shall not have the right to use the contractual grievance procedure to challenge disciplinary action, including discharge, and shall not be subject to the Agency Shop Representation Fee of this Agreement.

Section 2. Employees who have completed twelve (12) months of service but who have not completed the working test period for permanent appointment in accordance with Civil Service regulations, shall have the right to initiate grievances concerning discipline or discharge, provided that the processing of such grievances shall terminate at Step 3. Such employees shall also have the rights provided by statute and regulation to evoke the Civil Service Appeal procedure to the extent that such rights are made available to non-permanent employees. All employees who have completed three (3) months of service shall be subject to the Agency Shop Representation Fee provisions of this Agreement.

Section 3. Employees who have completed the working test period in accordance with Civil Service regulations shall have the right to appeal from discipline or discharge through the Civil Service procedure or, where Civil

Service is without jurisdiction (e.g. cases of suspension for five (5) days or less) through the contractual grievance procedure up to and including Step 4.

Section 4. Employees promoted to higher titles in accordance with Civil Service requirements who are discontinued from the higher title at the conclusion of the working test period or who voluntarily discontinue service in the higher title, shall be entitled to their former positions unless disqualified for further employment.

Section 5. In recognition of the fact that compliance with the testing, training, and working test period requirement established under Civil Service law may result in an Employee working for two (2) or more years before achieving permanent employee status, the employer agrees that all newly hired and newly promoted employees shall be subject to full evaluation, including written evaluation reports provided at monthly intervals, for the first three (3) months of employment or service in a higher title, so that the employee may be informed at the earliest possible date that his performance may be insufficient to achieve permanent appointment status.

ARTICLE 21
NON-DISCRIMINATION

Section 1. The Employer and the Association agree not to discriminate for or against any Employee on the basis of race, color, creed, sex, national origin, lawful Association membership, or lawful political activity.

Section 2. The Employer and the Association agree not be interfere with the right of Employees to become or not become members of the Bargaining Unit; and, further, that there shall be no discrimination or coercion against any Employee because of unit membership or non-membership.

Section 3. Grievances arising under this Article shall not be subject to the final binding arbitration step of the grievance procedure but, rather, shall be submitted to the appropriate administrative agency having jurisdiction over the subject matter of the complaint.

ARTICLE 22

MAINTENANCE OF STANDARDS AND SAVINGS

Section 1. It is the intention of the parties hereto that during the term of this Agreement, all terms and conditions of employment, established past practices, and other benefits presently in existence for unit members, but which are not specifically listed in this contract, shall be continued at the same level and in the same manner as presently in existence.

Section 2. If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

SALARIES

PBA # 314

I. Starting Salaries.

Effective October 31, 1987 - December 31, 1988 \$19,000-33,000
Effective January 1, 1989 - December 31, 1989 \$20,000-33,000
Effective January 1, 1990 - December 31, 1990 \$21,000-33,000

II. Immediate salary adjustment (-College credits).

<u>NAME</u>	<u>EFFECTIVE 10/31/87</u>	<u>EFFECTIVE 1988</u>	<u>EFFECTIVE 1989</u>	<u>EFFECTIVE 1990</u>
VACANCIES	19,000	19,000	21,000	23,000
	21,000	21,000	23,000	25,000
G. Devito	19,000	19,000	21,000	23,000
	21,000	21,000	23,000	25,000
J. Doyle	19,000	19,000	21,000	23,000
	21,000	21,000	23,000	25,000
T. Smith	19,000	19,000	21,000	23,000
	21,000	21,000	23,000	25,000
R. Jacques	19,000	19,000	21,000	23,000
D. Wiatrak	21,000	21,000	23,000	25,000
J. Cerrato	21,000	21,000	23,000	25,000
T. Colson	21,000	21,000	23,000	25,000
S. Ellis	21,000	21,000	23,000	25,000
M. McGowan	21,000	21,000	23,000	25,000
G. Snyder	21,000	21,000	23,000	25,000
R. Truair	21,000	21,000	23,000	25,000
R. Tenpenny	21,000	21,000	23,000	25,000
P. Laur	21,000	21,000	23,000	25,000
T. Knapp	21,000	21,000	23,000	25,000
R. Hickson	21,000	21,000	23,000	25,000
K. Marshall	21,000	21,000	23,000	25,000
J. Truax	23,000	23,000	25,000	28,000
D. Slanika	23,000	23,000	25,000	28,000
W. Fay	23,000	23,000	25,000	28,000
D. Fernandez	23,000	23,000	25,000	28,000
K. Northey	23,000	23,000	25,000	28,000
A. O'Connor	23,000	23,000	25,000	28,000
C. Hogan	23,000	23,000	25,000	28,000

<u>NAME</u>	<u>EFFECTIVE 10/31/87</u>	<u>EFFECTIVE 1988</u>	<u>EFFECTIVE 1989</u>	<u>EFFECTIVE 1990</u>
F. Morgan	28,000	28,000	33,000	33,000
P. Allyn	28,000	28,000	33,000	33,000
W. Ryan	35,600	35,600	35,600	35,600
G. Biddle	35,600	35,600	35,600	35,600
M. Ford	35,600	35,600	35,600	35,600
J. Karbo	35,600	35,600	35,600	35,600
W. Myles	35,600	35,600	35,600	35,600

ARTICLE 23

TERM AND EXTENT OF AGREEMENT

This Agreement shall be effective November 1, 1987 and shall continue in full force until December 31, 1990 or until a new Agreement is executed.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this day of December, 1987:

MONMOUTH COUNTY SHERIFF:



WILLIAM M. LANZARO

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS:



HARRY LARRISON, JR., DIRECTOR

MONMOUTH COUNTY SHERIFFS
OFFICERS ASSOCIATION, INC.,
P.B.A. LOCAL 314



Pres. # 314