

2591

THREE YEAR CONTRACT
For the Years 1997, 1998, 1999

BETWEEN

HAMILTON TOWNSHIP FIRE DISTRICT NO. 8

Date October 14, 1996

BY

AND

NEW JERSEY STATE FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION

LOCAL NO. 84

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AGREEMENT made this 14th day of October 1996 by and

between the Board of Fire Commissioners, Hamilton Township Fire District No. 8, hereinafter referred to as the "Commissioners" and the Fireman's Mutual Benevolent Association (Local #84), hereinafter referred to as "FMBA".

ARTICLE I. Purpose

It is the purpose of this agreement to define the terms and conditions of employment for members of the bargaining unit.

ARTICLE II. Recognition

Section 1. The commissioners recognize the FMBA Local #84 as the exclusive collective bargaining representative for all paid fire prevention and suppression employees of the Commissioners of Fire District No. 8, Hamilton Township.

Section 2. Excluded are:

- A. Supervisors
- B. Managerial Executives
- C. Volunteer firefighters not paid employees of the District
- D. Confidentials
- E. Police and Craft Employees
- F. Professionals
- G. Non-Firefighting Employees

ARTICLE III. Duration of Agreement

The commissioners and the FMBA agree that the duration of this Agreement shall be for a period of three (3) years commencing January 1, 1997 and ending December 31, 1999. This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the date

of expiration (December 31, 1999) set forth herein until the parties have agreed mutually upon new Agreement.

ARTICLE IV. Discrimination

The Commissioners and FMBA both recognize that there shall be no unlawful discrimination by reason of sex, age, handicap, creed, race, origin and residency as far as employment and promotions are concerned or as far as any application for or condition of employment. The Commissioners further agree that they will not interfere with nor discriminate against any employee because of membership in, or legitimate activity on behalf of the FMBA Local #84, or do anything to interfere with the exclusive representative of the Employees in the appropriate bargaining unit.

ARTICLE V. Sick Time and Disability Provisions

SICK TIME

Section 1. Employees will receive the following sick time. Sick time is cumulative from year to year. For rotating shifts 12 hours per day times 15 days equals 180 hours per year; for steady days shifts 8 hours per day times 15 (fifteen) days equal 120 hours per year. For the 1st year of employment should be one (1) day per month up to twelve (12) days. If a individual is hired between the 1st and the 8th day of the month he be entitled to 1 day sick and if the individual is hired between the 9th and 23rd day of the month he be entitled to 1/2 day sick. Option to sell back at time of retirement 50% percent of accumulated sick time up to a maxim of \$10,000.00.

Section 2. The heirs, assigns or designees of an employee within

the Fire District whose employment is terminated by death and while in good standing shall receive the payment as set forth in Section 1.

Section 3. An employee may take sick time for any of the following reasons;

a. Personal illness or personal incapacity to such an extent as to render the employee unable to perform his or her duties adequately.

b. Attendance to members of the immediate family whose illness requires the care of such employee for up to 5 days.

Section 4. Employees are subject to disciplinary action by the Commissioners for the willful, malicious and negligent use of sick leave by the employee.

Section 5 Any employee of the district who reports for duty and subsequently reports off duty due to illness within four (4) hours from shift start will be charged against sick time only those hours actually not worked.

Section 6 Service connected disabilities shall be treated in the following matter:

a. Employees who are injured while in the performance of duty, sustain an illness directly related to the fire occupation or suffer work-connected injury or disability shall be granted leave of absence for a period of one year. Said sick leave will not be chargeable under sick time regulations. The employee will be entitled to 12 months at full pay provided the injury or illness has been substantiated by a physician. Any amount of salary or wages paid or payable to such an employee for disability leave shall be reduced by the amount of workmen's compensation paid under the New Jersey Workmen's Compensation Act for Temporary Disability. Said leave shall be limited to a maximum of one (1) year from the date of injury.

b. The employee shall be required to present evidence by certificate of an authorized physician that he or she is unable to work and the Commissioners may reasonably require the said employee to present such certificates from time to time.

c. In the event a conflict arises with respect to a definition of a major illness or injury between the parties, a meeting will be convened between the Commissioners and the FMBA for the purpose of arriving at a final determination.

d. In the event the employee contends that he or she is entitled to a period of disability beyond the period established by the treating physician or a physician employed by the Commissioners or its insurance carrier, then and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

e. For purpose of this Article, injury or illness incurred while the employee is attending a training program sanctioned by the Commissioners shall be considered in the line of duty.

f. In the event of a dispute as to whether an absence shall be computed or designated as sick leave or as to an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' compensation judgment, or, if there is an appeal there from, the final decision of the last reviewing court.

g. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as chargeable under sick time regulation.

h. Employee returning from authorized leave of absence, as set forth above, will be restored to their original job classification and

shifts at the appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits, subject to the employee's ability to perform all duties and functions required by the position. The Commissioners may require said employee to undergo a medical examination by a physician employed by the Commissioners prior to the employees return to work as set forth above.

ARTICLE VI. Bereavement

Any employee suffering bereavement by reason of death in his or her immediate family, including spouses, children, parents, grandparents, grandchildren, brothers, sisters and parents-in-law shall receive up to three (3) working days from the day of death to the day after the funeral for the purpose of attending the funeral or arranging for personal affairs. In special situations where the request is reasonable, the Commissioners may extend such time up to five (5) days.

ARTICLE VII. Hours of Work and Overtime

Section 1. The work week for rotating shift employees shall consist of an average of forty two (42) hours per week over an eight (8) week cycle as set by the Commissioners:

a. rotating shifts consisting of ten (10) hour day shifts (7 a. m. - 5 p.m.) and fourteen (14) hour night shifts (5 p.m. - 7 a.m.).

Section 2. The work week for Fire Fighter/Fire Inspector shall consist of Five (5) eight (8) hours day shifts Monday through Friday from 8:30 a.m. to 4:30 p.m. for a 40 hours work week.

Section 3. Work Schedule: Work schedules showing the employee's shifts, work days and hours, shall be posted at all time in the station.

Except in emergency, one (1) week advance notice will be given for the purpose of shift changes. Emergency is hereby defined as any situation which jeopardizes the public health,

benefit, safety and welfare, as defined by New Jersey State Law, Hamilton Township Ordinance, or at the discretion of the Commissioners.

Section 4. Overtime:

a. Employees shall be compensated for overtime on an hourly rate based on a forty two (42) hour week (beginning 12:01 a.m. Monday and ending 12 midnight Sunday). Except Fire Inspector/Driver who will be based on a forty (40) hour week.

b. An employee who is recalled to work overtime for any reason, shall receive a minimum of three (3) hours of pay.

c. If said employee is performing the responsibilities of another position or title and thus acting in the same capacity for longer than a two (2) week period, said employees salary should reflect that position or title salary for all time worked.

d. Employees covered under this Agreement shall be offered the right of first refusal with regard to any overtime situation created through the use of any short term (less than one work week) leave under this Agreement, provided that no one will be recalled to work a double shift except in emergencies.

e. Overtime pay will be equal to time and one half the normal pay rate.

ARTICLE VIII. Uniforms

Section 1. The Commissioners shall supply the following work station uniforms to each employee upon initial hiring:

- a. Two (2) winter shirts and two (2) summer shirts;
- b. four pairs of pants;
- c. one (1) coat with liner;

The Commissioners further agree to pay \$500.00 annually to each employee as an allowance for the maintenance, repair and replacement due to normal wear and tear of uniforms at the Board meeting in November.

Section 2. If at any time the Commissioners make any uniform change, the initial cost of requiring each employee to change uniforms shall be borne by the Commissioners.

Section 3. Any employee who has had his or her uniform damaged in the line of duty shall have that portion or all of the uniform completely replaced and the cost shall be borne by the Commissioners on a prorated basis by the uniform company.

ARTICLE IX Health Benefits and Hospitalization

Section 1. The Commissioners shall provide to all employees and their families hospitalization and sickness insurance under the State Health Benefits Plan. Increase costs for option plans (like HMO), which are selected by the Employee, shall be borne by the employee, if any.

Section 2. Combination optical, prescription and dental coverage annual amount of \$850.00 in 1997, \$900.00 in 1998 and \$950.00 in 1999 and all optical, dental and prescriptions bills must be submitted 2 weeks prior to schedule Board meeting for payment.

ARTICLE X Pensions

The commissioners will provide pension and retirement benefits and contribute as heretofore to all employees covered by this Agreement under the Police and Fire Retirement System pursuant to provisions of the statutes and Laws of the State of New Jersey.

ARTICLE XI Vacation and Personal Days

Section 1. Yearly vacation for Fire Fighter/Driver on rotating

shift will be as follows:

- A. After 1 year to 3 years: 5 days
- B. After 3 years to 9 years: 10 days
- C. After 9 years: 15 days
- D. After 20 years: 20 days

Section 2. Yearly vacations for the Fire Fighter/Fire Inspector on steady shift will be as follows:

- A. After 1 year to 3 years: 7 days
- B. After 3 years to 9 years: 14 days
- C. After 9 years: 21 days
- D. After 20 years: 28 days

Vacation choices with respect to available dates shall be on the basis of Seniority. The Employee shall provide at least fourteen (14) days notice in advance for each work week or part thereof to be as vacation.

Section 3. Each employee shall be entitled to two (2) personal days in each year to be used for any reason what so ever. The employee shall provide the commissioner in charge of personnel with at least three (3) days notice for each personal day to be taken. In the first calendar year of employment a new employee shall accrue no personal days.

Section 4. Non-Cumulative: All yearly vacation must be completed prior to December 31st of each year and at year end each employee shall be reimbursed in full for any unused vacation or personal days. Unused days will be considered at twelve (12) hours for pay purposes for Fire Fighter/Driver on rotating shift and at eight (8) hours for Fire Fighter/Fire Inspector.

Section 5. Injured Personnel: Any employee injured in the line of duty preceding his or her vacation shall not be penalized and the vacation shall be rescheduled for a period which is mutually agreeable between the employee and Commissioners.

ARTICLE XII Holidays

Section 1. The Commissioners agree to compensate each rotating shift in addition to the regular salary and as additional compensation. Such compensation is equal to twelve (12) hours pay at the employee's individual hourly pay. This payment is to made at the December Board meeting. Employees hired during the year shall received a pro-rata share of this holiday pay.

Section 2. Steady day shift employees will receive the day off in lieu of additional pay as set forth in Section 1 above for the following holidays:

- | | |
|---------------------------|---------------------------|
| 1. New Year's Day | 6. Independence Day |
| 2. Martin Luther King Day | 7. Labor Day |
| 3. President's Day | 8. Thanksgiving Day |
| 4. Good Friday | 9. Day after Thanksgiving |
| 5. Memorial Day | 10. Christmas Day |

Section 3. When a holiday falls on a Saturday, it will be celebrated on the preceding Friday. When a holiday falls on a Sunday, it will be celebrated on the following Monday.

ARTICLE XIII. Leave without Pay

The Commissioners, upon the request of an employee and after reasonable written notice, may grant a six (6) months leave of

absence without pay to the said employee. Said leave may only be granted by the Commissioners when the Commissioners received a written request signed by the employee and endorsed by his immediate supervisor. The Commissioners may extend such leave for an additional six (6) months. If, however, the said employee overstays such leave, his employment with the Fire District shall be deemed to have terminated. Seniority of the employee shall continue to accumulate during such leave.

ARTICLE XIV. Salaries

Section 1. The employees within Fire District No. 8 shall be paid in accordance with the following salary schedule:

SALARY RANGE

The starting salary for employees will be as follows:

1997	\$25,149.00
1998	\$25,651.00
1999	\$26,164.00

New Employees will reach maximum salary in 42 months after date of hire.

A. Salary range for Fire Fighter/Driver

Jan. 1, 1997 to December 31, 1997	\$33,005.00 Annual Salary
Jan. 1, 1998 to December 31, 1998	\$34,655.00 Annual Salary
Jan. 1, 1999 to December 31, 1999	\$36,387.00 Annual Salary

B. Salary range for Fire Fighter/Fire Inspector

1997	\$35,865.00
1998	\$37,299.00
1999	\$38,790.00

Section 2. Longevity Pay

In addition to base pay an annual longevity stipend of 2%

(percent) after six (6) years of employment and payable at the December meeting immediately following the employee anniversary date.

*Section 3. The above salaries are intended to cover base salaries only and are not to limit longevity stipends, overtime pay, etc. with respect to those employees who are entitled to same, if any.

ARTICLE XV. Grievance Procedure

A grievance is defined as any dispute, controversy or issue involving the interpretation, application or violation, (alleged or otherwise), of any provision of this Agreement or regarding employment or the application of any rules, regulations, ordinance and or statute which actually affects working conditions.

A grievant is defined as any individual or entity which has been, is being or may be affected by any issue or controversy or dispute or application as indicated in the definition of a grievance.

Where disciplinary proceedings have been instituted, the grievance procedure shall not be available during the pendency of such disciplinary proceedings for issues arising out of the subject matter of the charges. Any issues finally determined or resolved during or in the course of a disciplinary proceeding shall be considered a final disposition as to those issues for the purpose of any subsequent grievance. All benefits and conditions of employment under this Agreement shall be available to the subject employee during the pendency of any disciplinary proceedings. Grievances, disputes or controversies which may arise shall be resolved in the following manner:

Section 1. A written grievance shall meet the following

specifications:

- a. It shall be specific.
- b. It shall contain a synopsis of the facts giving rise to the dispute, controversy or issue.
- c. It shall specify the section of the Agreement, Rule, regulations or Statute which has been allegedly violated, misapplied or as to which the dispute arises.
- d. It shall state the relief requested.
- e. It shall contain the date of the alleged dispute, controversy, or issue.
- f. It shall be signed by the grievant.

Section 2. Times as indicated exclude Saturday, Sunday and legal holidays, except where calendar days are indicated.

Section 3. Step Procedures:

Step One: Within twenty (20) calendar days after its occurrence, or within twenty (20) calendar days after he or she knew or should have known of its existence, the aggrieved employee's grievance shall be discussed verbally and if resolved, no further action shall be taken. If not resolved on an informal discussion basis within three (3) working days, the grievance shall be reduced to writing within seven (7) calendar days, signed by the aggrieved and submitted to the commissioner in charge of personnel. In no event shall a grievance be initiated more than thirty (30) calendar days after the grievant first knew or should have known of its existence. The commissioner in charge of

personnel shall investigate the grievance and provide a written answer to the grievant within seven (7) calendar days of the date of submission. The time limit in preparing a written grievance or written response may be waived by mutual agreement.

Step Two: In the event the grievance is not resolved at Step One, or if no written response is received by the grievant, then the grievance shall be submitted in writing, by the grievant, to the Board of Fire Commissioners. The Commissioners shall submit their written answer, to the grievant, within fourteen (14) calendar days. This time limit may be waived by mutual agreement.

Step Three: In the event the grievance shall not have been resolved at Step Two, then the grievant may seek relief at arbitration as herein specified. In all respects the initiation of binding arbitration or Court process shall begin within forty-five (45) days after receipt of a written resolution from the Commissioners.

Section 4. Arbitration.

a. Arbitration requests shall be directed to the Public Employment Relations Commission subject to the rules then existing of such agency. The aggrieved party shall copy the other party. The request shall specify the particulars of the grievance and the Contract provision(s) allegedly violated.

b. The selection of the independent arbitrator shall be made pursuant to the rules then existing of the Public Employment Relations Commission.

c. As promptly as possible after the arbitrator has been

selected, the arbitrator shall conduct a hearing between the parties and consider the subject matter of the dispute. The decision of the arbitrator will be served upon the employee or employees aggrieved, the commissioners and the FMBA in writing. It shall be the obligation of the Arbitrator; to the Commissioners and to the FMBA, to make his best effort to rule on the cases heard by him within twenty-one calendar days after the hearing.

d. Unless otherwise mutually agreed, the submission to the arbitrator shall be based on the original written grievance and issues submitted in the grievance procedure at Step One. This paragraph shall not be construed so as to limit the submission of proofs by the parties.

e. The decision of the arbitrator is final and binding upon both parties and the grievance shall be considered permanently resolved.

f. The expenses of the arbitrator shall be shared equally by both parties. Each party shall make arrangement for and pay the witnesses which are called by it.

ARTICLE XVI. Maintenance of Benefits

Both the Commissioners and the FMBA agree that all benefits and conditions of employment presently in effect for employees be maintained except where modified pursuant to this Agreement.

ARTICLE XVII. General Provisions

a. Both the Commissioners and the FMBA acknowledge that this Agreement is a fair agreement and both parties agree that no

modification or waiver of any of the terms of this agreement shall be valid unless in writing, signed and acknowledged by both parties. No waiver of any breach here in of default hereunder shall be deemed a waiver of any subsequent breach or default of same or similar nature. Further, the waiver of any breach of conditions of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions thereof

b. It is understood and agreed by the and between the Commissioners and the FMBA that if any part of this Agreement is in conflict with the applicable State or Federal laws, that such part shall be suspended and the appropriate applicable provision shall prevail; the remainder of this Agreement shall not be affected thereby.

c. Notwithstanding any prior Article, all paragraphs of this article or provisions of this Agreement may be changed or alter provided both parties mutually agree in writing.

ARTICLE XVIII. Post-Termination Employment

Any employee whose services are terminated, and who is in good standing, and who is called to testify or assist in any proceeding, including but not limited to criminal and civil cases, administrative hearing, disciplinary hearings and so forth, that he or she investigated or was involved in prior to termination of his services, shall be compensated for such compensation as paid to the employees in the rank held immediately prior to termination exclusive or overtime.

Employees who are required to appear for such appearance shall also be compensated for reasonable traveling expenses.

ARTICLE XIX. Personnel Files

There shall be one Fire District No. 8 employee file, and the employee shall have the right to examine their file at a reasonable time.

Employees shall have the further right to rebut any derogatory materials included in their files. No reasonable request to view a file shall be refused, except that an employee shall be limited to viewing his file during regular business hours. Furthermore, a log shall be maintained indicating when a file has been viewed, by who, and whether any material have been removed or photocopied.

ARTICLE XX. Employee Representation

Section 1. The FMBA shall notify the Commissioners as to the names of stewards and accredited representatives. No more than one steward and an alternate is to be designated for each station.

Section 2. Representatives of the FMBA, who are not employees of Hamilton Township Fire District No. 8, will be permitted to visit the employees during working hours at their work stations for the purpose of discussing FMBA representation matters by notifying the commissioner in charge of personnel provided that adequate notice is given and it doesn't interfere with normal operations.

ARTICLE XXI. Management Rights

There is no provision in this Agreement that shall be deemed to

limit or curtail the Commissioners in any way in the exercise of their rights, powers of authority which the commissioners had prior to the effective date of this Agreement unless and only to the extent that provisions of this Agreement curtail or limit such rights, powers and authority. these rights, however, shall be exercised reasonably, in accordance with this Agreement and for good cause.

ARTICLE XXII. FMBA Business Leave

The members of the FMBA negotiation committee and Grievance committee members are to be granted leave from duty with full pay and for all respective meetings between the Commissioners of Fire District #8 and FMBA. Leave from duty with full pay for the Local President or executive delegate to attend all State and regional meeting when they take place at a time when such officer is schedule to be on duty.

ARTICLE XXIII. Dues check-off

Section 1. The Commissioners agree to check-off FMBA dues and assessments uniformly arrived at and pay over such money to the duly elected treasurer of the FMBA. Employees will file authorization forms with the Commissioners, signed by each employee prior to such deduction.

Section 2. Pursuant to the Agency Shop Law, any new employee in the Bargaining Unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial appointment within the unit and any employee previously

employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall, as a condition of employment, pay a Representation Fee to the FMBA by automatic payroll deduction. The Representation Fee shall be in an amount equal to eight-five percent (85%) of the regular Association membership dues, fees and assessments as certified to the employer by the FMBA. The FMBA may revise its certification of the amount of the Representation Fee at any time to reflect in the regular FMBA membership dues, fees and assessments. The FMBA's entitlement to the Representation fee shall continue beyond the termination date of this Agreement so long as the FMBA remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the FMBA and the Commissioners.

ARTICLE XXIV. Training and Education

It is understood and agreed by the Commissioners, that when prior approval of the Commissioners is given at the sole discretion of the Commissioners, time off shall be provided to employees who wish to attend Fire Training Schools, courses and/or seminars. Upon the successful completion of courses said Employees shall be reimbursed that amount of tuition and fees and books of said paid course by the commissioners. All courses mandated by federal and state regulations are to be given to the employees at the commissioners expense regardless of affiliation (I. E. Right to Know, Bloodborne Pathogens, etc.).

ARTICLE XXV. Discipline Procedures

Except as otherwise provided by law, Employee shall not be

removed from his or her office, employment or position for political reasons or for any cause other than incapacity, misconduct, or disobedience of rules and regulation established by the Commissioners for the benefit of the Fire District, nor shall such Employee suspended, removed, fined or reduced in rank from or in office, employment or position therein except for just cause as herein above provided and then only upon a written complaint, setting forth the charge or charges against the Employee. Said complaint shall be filed with the Secretary of the Board of Fire Commissioners, and a copy thereof shall be served upon the Employee so charged, with notice of a hearing thereon designating its time and place, which shall be no less than ten (10) nor more than thirty (30) days from the date of service of the Complaint. A failure to substantially comply with said provisions as to the service of the complaint shall require a dismissal of the Complaint.

ARTICLE XXVI Military Leave

Any employee who is ordered to active duty to be a component of the United States Armed Forces shall be granted leave without pay for the period of such service without loss of seniority.

ARTICLE XXVII. Miscellaneous Provisions

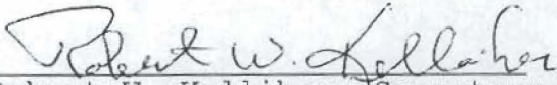
Section 1. In the event of retirement or death, the employee or his Estate shall receive vacation and holiday pay accumulated as of that date. The employee's vacation pay shall be in the same amount had he worked his standard schedule as presently compute.

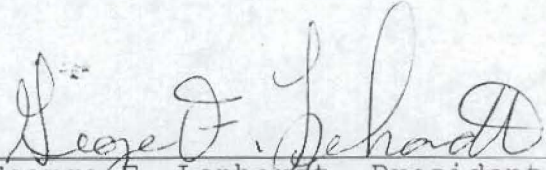
Section 2. The Commissioners shall maintain work's Compensation

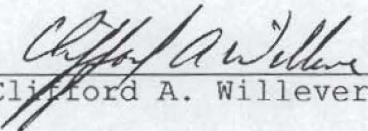
Insurance for employees pursuant to N.J.S.A. 34: 15-1 et sq.
Section 3. Each employee shall initially serve a four (4) month
probation period. Said period may be extended to a maximum of
one(1) year by the Commissioners.

IN WITNESS WHEREOF, the Commissioners and the FMBA have caused
these presents to be signed by their duly authorized
representatives, and the Seal of the Board of Fire Commissioners
hereun to affixed.


FOR THE COMMISSIONERS:


Robert W. Kelliher, Secretary


George F. Lenhardt, President


Clifford A. Willever, V.P.

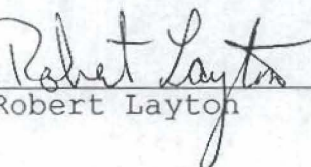
ATTESTED BY:


Daniel J. Graziano, Jr., Esq.

FOR THE FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION LOCAL NO. 84:


James D'Errico


Michael Kashelia


Robert Layton