

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

Case XVIII
No. 18153 DR(M)-55
Decision No. 12970-A

Lawton & Cates, Attorneys at Law, by Mr. Jack C. Carlson, appearing on behalf of the Union.
Mr. Larry Jeske, Corporation Counsel, appearing on behalf of the Municipal Employer.

Oconto County Courthouse Employees, Local 778-A, having on July 19, 1974 filed a petition requesting that the Wisconsin Employment Relations Commission issue a Declaratory Ruling on whether, in view of the appointive powers in Section 59.16(1), 59.19(1), 59.38(1), and 59.50 of the Wisconsin Statutes for the positions of Deputy County Clerk, Deputy County Treasurer, Deputy Clerk of Court and Deputy Register of Deeds respectively, it is lawful for Oconto County, as a Municipal Employer, to agree in a collective bargaining agreement with the representative of its employees to fill vacancies in said deputy positions pursuant to procedure whereby vacancies are posted so that collective bargaining unit employees may apply, the employee having the greatest seniority and who can qualify shall be given a vacant position and current employees are given preference before any new employee is hired; and, if so, whether such a posting and selection procedure in a collective bargaining agreement would modify the statutory appointive powers; and a hearing before George R. Fleischli, Hearing Officer, having been held on the petition in Oconto, Wisconsin, on September 26, 1974; and the Commission having considered the record and the briefs filed by the parties, and being fully advised in the premises, makes and issues the following Findings of Fact, Conclusions of Law and Declaratory Ruling.

1. That the Petitioner, Oconto County Courthouse Employees, Local 778-A, hereinafter referred to as the Union, is the certified collective bargaining representative of the Oconto County Courthouse Employees, and maintains offices at 1031 Chantel Drive, Green Bay, Wisconsin 54304.
2. That Oconto County, hereinafter referred to as the Municipal Employer, maintains its offices at Oconto, Wisconsin 54153.
3. That, at all times material hereto, the Union and the Municipal Employer have had collective bargaining agreements covering a bargaining unit of Oconto County Courthouse Employees; and that said unit includes the positions of Deputy County Clerk, Deputy County Treasurer, Deputy

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Clerk of Court and Deputy Register of Deeds (collectively referred to hereinafter as the Deputy positions). 1/

4. That, at all times material hereto, the collective bargaining agreements between the Union and the Municipal Employer have contained wage scales for the Deputy positions which are higher than those for other collective bargaining unit positions in the offices of the County Clerk, County Treasurer, Register of Deeds and Clerk of Courts.

5. That since 1971, and at all times material hereto, the collective bargaining agreements between the Union and the Municipal Employer have contained the following provision relating to promotions and the filling of vacancies:

"ARTICLE IV - SENIORITY

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Section 2. All promotions of employees shall be in an orderly manner as provided herein. All vacancies due to retirement, quitting, new positions or for whatever reason, shall be posted on all bulletin boards for five (5) working days giving a summary of the duties, qualifications and the rate of pay. Any employee interested in such promotion may sign the posting. The employee having the greatest seniority and who can qualify shall be given the position. If after ten (10) days he or she fails to qualify or if he himself wishes to return, he shall be returned to his former job and the next applicant shall be placed on the job until a qualified person is found. Present employees shall be given preference before any new employee is hired.

When seniority is not recognized in job preference, the case shall be subject to the grievance procedure."

6. That in 1971 a dispute arose between the Union and the Municipal Employer regarding the Employer's obligation to follow the posting and selection procedure in Article IV, Section 2 of the agreement in filling a vacancy in the position of Deputy County Treasurer; and that said dispute has not been resolved.

7. That in 1972, the Union and the Municipal Employer bargained about their dispute as to whether the Deputy positions are covered by Article IV, Section 2 of the agreement; and that, although the basic dispute between the parties was not resolved, they agreed to add the following language to Article IV of the collective bargaining agreement:

"Section 4. Sections 2 and 3 of this Article shall not apply to appointed County officers. If, however, the Supreme Court of the State of Wisconsin determines that contract provisions relating to appointed County officers supersedes statutory provisions relating thereto, then Sections 2 and 3 shall from the time of said decision apply to appointed County officers."

1/ The recognition clause in the collective bargaining agreements material hereto exclude from the unit description "elected and appointed personnel." However, the agreements by express terms cover the Deputy positions, and the parties agree that the Deputy positions are covered by the collective bargaining agreements. The Employer asserts that the Deputies are covered by all provisions of the agreements except Article IV, Section 2, relating to posting and selection procedures for vacancies within the unit.

8. That in 1974, prior to the filing of the petition in this proceeding, a dispute arose between the Union and the Municipal Employer regarding the Employer's obligation to follow the posting and selection procedure in Article IV, Section 2 of the agreement in filling a vacancy in the position of Deputy County Clerk.

9. That the Union, at all times material hereto, has asserted that the Deputy positions are within the collective bargaining unit, that the filling of vacancies in those positions may lawfully be made subject to the posting and selection procedure in Article IV, Section 2, and that the procedure is a mandatory subject of collective bargaining.

10. That the Municipal Employer has, at all times material hereto, asserted that the County cannot be required to follow the posting and selection procedure in Article IV, Section 2 because of the appointive powers set forth in Sections 59.16(1), 59.19(1), 59.38(1) and 59.50 of the Wisconsin Statutes.

11. That there exists between the Union and the Municipal Employer a dispute with regard to the lawfulness of applying the posting and selection procedure in Article IV, Section 2 to the Deputy positions, and the effect that the procedure may lawfully have upon the appointive powers set forth in Sections 59.16(1), 59.19(1), 59.38(1) and 59.50 of the Wisconsin Statutes.

Upon the above and foregoing Findings of Fact, the Commission makes the following

CONCLUSIONS OF LAW

1. That the Petitioner, Oconto County Courthouse Employees, Local 778-A, is a labor organization within the meaning of Section 111.70(1)(j) of the Wisconsin Statutes.

2. That Oconto County is a Municipal Employer within the meaning of Section 111.70(1)(a) of the Wisconsin Statutes.

3. That a procedure providing for posting vacancies in positions within a collective bargaining unit, selection of the most senior employee who can qualify to fill such a vacancy and giving preference to current employees in filling vacancies, such as the procedure in Article IV, Section 2 of the agreements between the Union and the Municipal Employer, is a "condition of employment" within the meaning of Section 111.70(1)(d) of the Wisconsin Statutes and a mandatory subject of collective bargaining under the Municipal Employment Relations Act.

4. That the positions of Deputy County Clerk, Deputy County Treasurer, Deputy Clerk of Court and Deputy Register of Deeds are properly included in the collective bargaining unit of Oconto County Courthouse employees.

5. That it is lawful for the Municipal Employer to agree in a collective bargaining agreement with the Union, the certified collective bargaining representative of the Oconto County Courthouse Employees to fill vacancies in the positions of Deputy County Clerk, Deputy County Treasurer, Deputy Clerk of Court and Deputy Register of Deeds, by the posting and selection procedure set forth in Article IV, Section 2 of the collective bargaining agreements between the parties.

6. That, to the extent that the posting and selection procedure in Article IV, Section 2 of the collective bargaining agreement between the Union and the Municipal Employer is inconsistent with the appointive

powers in Sections 59.16(1), 59.19(1), 59.38(1) and 59.50 of the Wisconsin Statutes, the collective bargaining agreement modifies the statutory appointive powers. 2/

Upon the basis of the above and foregoing Findings of Fact and Conclusions of Law, the Commission makes the following

DECLARATORY RULING

That it is lawful for Oconto County to agree in a collective bargaining agreement, entered into pursuant to the Municipal Employment Relations Act, to fill vacancies in the positions of Deputy County Clerk, Deputy County Treasurer, Deputy Clerk of Court and Deputy Register of Deeds by a procedure providing for the posting of vacancies in positions within the collective bargaining unit, selection of the most senior employee who can qualify to fill such a vacancy and giving preference to current employees in filling vacancies; and that, to the extent that such posting and selection procedure in the collective bargaining agreement is inconsistent with the appointive powers in Sections 59.16(1), 59.19(1), 59.38(1) and 59.50 of the Wisconsin Statutes, the collective bargaining agreement modifies the statutory appointive powers.

Given under our hands and seal at the
City of Madison, Wisconsin this 27th
day of March, 1975.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By



Morris Slavney, Chairman



Howard S. Bellman, Commissioner



Herman Torosian, Commissioner

2/ We have noted in paragraph seven of the Findings of Fact that the contents of Article IV, Section 4 of the collective bargaining agreements, which was added in 1972, as evidence of the dispute between the parties. We make no determination herein with regard to the effect of that section on the rights and obligations of the parties. This Declaratory Ruling deals solely with what the record reveals to be the underlying dispute between the parties, i.e., the lawfulness of an agreement between the Union and the Municipal Employer to subject the Deputy positions to the procedure in Article IV, Section 2 of the collective bargaining agreement, and the effect of such agreement upon statutory appointive powers.

MEMORANDUM ACCOMPANYING DECLARATORY RULING

The Union has been the certified collective bargaining representative of Oconto Courthouse Employees since 1969. Since 1971 there has been a dispute between the Union and the Municipal Employer regarding the lawfulness of filling vacancies in the positions of Deputy County Clerk, Deputy County Treasurer, Deputy Clerk of Court and Deputy Register of Deeds (herein referred to as the Deputy positions), pursuant to the posting and selection procedure in Article IV, Section 2 of the collective bargaining agreements between the parties. The full text of Section 2 is set forth in paragraph five of the Findings of Fact. Said section provides that vacancies within the collective bargaining unit shall be posted, that the most senior employee who can qualify shall be given a vacant position and that current employees be given preference before any new employee is hired. It is undisputed that the Deputy positions are covered by the agreements and are included in the collective bargaining unit.

The dispute stems from the conflict between applying Article IV, Section 2 to the Deputy positions and the following sections of the Wisconsin Statutes relating to the appointment of Deputies:

"59.16 County Clerk; deputies; salaries; vacancies. (1) Every county clerk shall appoint in writing one or more deputies and file such appointment in his office. Such deputy or deputies shall aid in the performance of the duties of such clerk under his direction, and in case of his absence or disability or of a vacancy in his office, unless another is appointed therefor as provided in subsection (3), shall perform all the duties of such clerk during such absence or until such vacancy is filled. The county board may in its discretion, at any meeting, provide a salary for such deputy or deputies.

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59.19 Deputies; oaths; salary; temporary vacancy

(1) The county treasurer may appoint in writing one or more deputies to aid him in the discharge of the duties of his office. Such deputy or deputies, in the absence of the treasurer from his office or in case of vacancy in said office or any disability of the treasurer to perform the duties of his office, unless another is appointed therefor as provided in sub. (2), may perform all the duties of the office of treasurer until such vacancy is filled or such disability is removed. The person or persons so appointed shall take and file the official oath. They shall file their appointment with the county clerk. The county board, may in its discretion at its annual meeting or at any special meeting, provide a salary for each such deputy.

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59.38 Clerk of court; deputies; chief deputy; division chief
deputies; calendar deputy clerk in certain counties

(1) Counties of less than 500,000 population. Every clerk of the circuit court shall appoint one or more deputies, men or women, which appointments shall be approved by the judge of the circuit court, but shall be revocable by the clerk at pleasure, except in counties having a population of 500,000 or more. Such appointments and revocations shall be in writing and filed in the clerk's office; such deputies shall aid the clerk in the discharge of his duties, and in his absence from his office or from the court they

may perform all his duties; or in case of a vacancy by resignation, death, removal or other cause the deputy appointed shall perform all such duties until such vacancy is filled.

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59.50 Register of deeds; deputies. Every register of deeds shall appoint one or more deputies, who shall hold their office during his pleasure. Such appointment shall be in writing and filed and recorded in his office. Such deputy or deputies shall aid the register in the performance of his duties under his direction, and in case of vacancy or the register's absence or inability to perform the duties of his office such deputy or deputies shall perform the duties of register until such vacancy is filled or during the continuance of such absence or inability."

These statutory appointive powers were in existence when the legislature adopted the Municipal Employment Relations Act (MERA) and amendments thereto. It is presumed that the legislature was aware of the appointive powers when the MERA was adopted and amended, and those powers are subject to modification by subsequently passed statutes. Muskego-Norway C.S.J.S.D. No. 9. v. W.E.R.B. (1969) 35 Wis 2d, 540, 556-558. In Muskego-Norway the Wisconsin Supreme Court held that the power of a school board to refuse to rehire a teacher, under then existing school statutes, was modified by the subsequently passed MERA.

The issues raised by the dispute between the parties may be briefly stated as follows: In view of the statutory appointive powers for the Deputy positions, is it lawful for the Municipal Employer to agree in a collective bargaining agreement to fill vacancies in those positions by a posting and selection procedure like that contained in Article IV, Section 2 of the agreements; and, if so, whether such agreement would modify the statutory appointive powers. We have, in prior cases, determined that the existence of these statutory appointive powers is not a basis for excluding the deputies from the coverage of the MERA, or excluding them from a collective bargaining unit of county employees. ^{3/} However, we have not yet ruled on the specific issue raised in this proceeding.

POSITIONS OF THE PARTIES:

It is the Municipal Employer's position that the statutory appointive powers preclude the application of the posting and selection procedure in Article IV, Section 2 of the collective bargaining agreement to the Deputy positions. It asserts that the provisions of a collective bargaining agreement need not apply uniformly to all unit employees; that the MERA and Sections 59.16(1), 59.19(1), 59.38(1) and 59.50 can be harmonized by allowing the Deputies to be included in the bargaining unit, "but carving out, by statutory exception, the elected officials' statutory right to appoint deputies."; and that the rights of elected officials to appoint deputies cannot be infringed because they were not parties to the negotiations which resulted in the collective bargaining agreements, or to the present Declaratory Ruling proceeding.

The Union contends that the statutory appointive powers for the Deputy positions are not absolute and are subject to the requirements of collective bargaining under the MERA. The Union asserts that the procedure in Article IV, Section 2 of the agreement is a mandatory

^{3/} Ashland County (7214) 7/65; Shawano County (12310) 12/73;
Oneida County (12247) 11/73; St. Croix County (12423-A) 4/74;
Kewaunee County (13185) 11/74.

subject of collective bargaining and that the County Board may establish employment procedures which modify the appointive powers of elected officials. The Union also asserts that the legislature, in Section 59.07(20) of the Wisconsin Statutes, has empowered county boards to establish civil service systems which can severely limit the appointive powers for the deputies positions, and that, in like fashion, the MERA has made those appointive powers subject to collective bargaining between a county and the representative of its employees.

The Duty to Bargain Regarding Promotions and Transfers
Within a Bargaining Unit - General Considerations

Seniority, promotions and transfers within a bargaining unit are recognized as mandatory subjects of collective bargaining in the private sector. Morris, The Developing Labor Law (BNA, 1971), p. 406; Collective Bargaining, Negotiations and Contract (BNA) Vol. 2, p. 58:1. The following observation is made at p. 68:1 of Collective Bargaining, Negotiations and Contracts:

"Contract clauses dealing with job changes are included in the great majority of union agreements, and most of these recognize seniority as one of the factors entering into the selection of employees for promotion, demotion, or transfer within the bargaining unit."

Section 111.70(1)(b) of the MERA defines collective bargaining as "... the mutual obligation of a municipal employer, through its officers and agents, and the representatives of its employees, to meet and confer at reasonable times, in good faith, with respect to wages, hours and conditions of employment . . ." We have recently held that standards, qualifications and procedure for promotions within a collective bargaining unit of city law enforcement officers is a mandatory subject of bargaining under the MERA. City of Green Bay, (12352-B, C) 2/75. The ability of, and the circumstances under which, an employee may bid and be selected for a promotion to a vacant position within his/her collective bargaining unit is a condition of employment within the meaning of Section 111.70(1)(d). Accordingly, we conclude that the subject matter of Article IV, Section 2 of the collective bargaining agreements between the Union and the Municipal Employer is a lawful and mandatory subject of collective bargaining.

Statutory Appointive Powers - Effect
Upon the Duty to Bargain

The crucial question to be decided is whether the appointive powers in Sections 59.16(1), 59.19(1), 59.38(1) and 59.50 of the Wisconsin Statutes limit the ability of the Municipal Employer to agree in a collective bargaining agreement that vacancies in the Deputy positions shall be filled by the posting and selection procedure in Article IV, Section 2.

The Wisconsin Supreme Court has stated that a municipal employer's plenary power over the tenure of employment of its employees may be limited by civil service regulations and collective bargaining agreements negotiated pursuant to the MERA. Richards v. Board of Education (1973) 58 Wis 2d 444; Adamczyk v. Caledonia (1971), 52 Wis 2d 270. In the Richards case, the Court noted:

"Under the act, a school district is considered to be a 'municipal employer,' sec. 111.70(1)(a), Stats., and this court has no difficulty in concluding that a grievance procedure established by a collective bargaining agreement and relating to dismissals falls within the embrace of 'wages hours and conditions of employment,' and that the conditions of such an agreement are binding on the parties. See our

opinion in Local 1226 v. Rhinelander (1967), 35 Wis. 2d 209, 151 N.W. 2d 30."

In the Rhinelander case, the court held that a grievance procedure requiring binding arbitration of a dispute relating to the discharge of an employe was lawful and enforceable.

The right to hire and the right to fire are "concomitant" rights. State ex rel. Wattawa v. Manitowoc Public Library Board (1949) 255 Wis. 492. We conclude that restrictions can be placed on the right to hire, as well as upon the right to fire, by a collective bargaining agreement, where the exercise of that right affects conditions of employment of bargaining unit employes. In view of this, and our conclusion that Article IV, Section 2 of the agreements relates to conditions of employment and is a mandatory subject of collective bargaining, we conclude that the rationale of Richards and Rhinelander applies to the present dispute.

We do not agree with the Municipal Employer's position that a county cannot modify the appointive powers of elected officials in a collective bargaining agreement. The legislature has granted to county boards substantial latitude in managing county government, including latitude in the area of employe relations. The following statutes describe that power:

"59.025 County organization

(1) Purpose. The purpose of this section is to improve the ability of county government to organize its administrative structure, within constitutional limits. The state constitution now authorizes the legislature to establish one or more systems of county government. Consistent with this constitutional authority, it is the intent of the legislature to increase the organizational discretion which county government may exercise in the administration of powers conferred upon county boards of supervisors by the legislature.

(2) Intent and construction. For the purpose of giving counties the largest measure of organizational autonomy compatible with the constitution and general law, it is hereby declared that this section shall be construed in favor of the rights, powers and privileges of counties to organize and administer county functions. The powers hereby conferred shall be in addition to all other grants and shall be limited only by express language but shall be subject to the constitution and such enactments of the legislature of statewide concern as shall with uniformity affect every county. In the event of conflict between this section and any other statute, this section to the extent of such conflict shall prevail.

(3) Creation of offices. Except for the offices of supervisor, judge, county executive and county assessor and those officers elected under section 4 of article VI of the constitution, the county board may:

(a) Create any county office, department, committee, board, commission, position or employment it deems necessary to administer functions authorized by the legislature.

(b) Consolidate, abolish or reestablish any county office, department, committee, board, commission, position or employment.

(c) Transfer some or all functions, duties, responsibilities and privileges of any county office, department, committee, board, commission, position or employment to any other agency including a committee of the board.

(4) Selection process for offices. The county board may determine the method of selection of any county offices except for the offices of supervisors, judges, county clerk, county treasurer, clerk of courts, county executive and county assessor and those officers elected under section 4 of article VI of the constitution. The method may be by election or by appointment and, if by appointment, the county board shall determine the appointing authority, subject to ss. 59.031 and 59.032.

(5) Part-time offices. The county board may designate any county office a part-time position.

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59.15

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(2) Appointive officials, deputy officers and employees.

(2)(a) The board has the powers set forth in this subsection, sub. (3) and s. 59.025 as to any office, department, board, commission, committee, position or employee in county service (other than elective offices included under sub. (1), supervisors and circuit judges) created under any statute, the salary or compensation for which is paid in whole or in part by the county, and the jurisdiction and duties of which lie within the county or any portion thereof and the powers conferred by this section shall be in addition to all other grants of power and shall be limited only by express language.

(c) The board may provide, fix or change the salary or compensation of any such office, board, commission, committee, position, employee or deputies to elective officers without regard to the tenure of the incumbent (except as provided in par. (d)) and also establish the number of employees in any department or office including deputies to elective officers, and may establish regulations of employment for any person paid from the county treasury, but no action of the board shall be contrary to or in derogation of the rules and regulations of the department of health and social services pursuant to s. 49.50(2) to(5) relating to employees administering old-age assistance, aid to dependent children, aid to the blind and aid to totally and permanently disabled persons or ss. 63.01 to 63.17.

. . .

(4) Interpretation. In the event of conflict between this section and any other statute, this section to the extent of such conflict shall prevail."

The foregoing include the power and authority to "determine the method of selection of any county officers" (with exceptions not material hereto) and to "establish regulations of employment for any person paid from the county treasury", including the deputies of elected officials. In view of these powers, and a county's duty to bargain regarding conditions of employment, we conclude that the appointive powers involved herein may be modified by a collective bargaining agreement between the Union and the Municipal Employer, entered into pursuant to the MERA.

On May 7, 1974, the Wisconsin Attorney General issued an opinion which is consistent with our ruling. OAG 43-74 (1974). In that opinion the Attorney General concluded:

"Provisions of a county civil service ordinance enacted under sec. 59.07 (20), Stats., or collective bargaining agreement entered into pursuant to sec. 111.70, Stats., establishing a procedure to be followed prior to discharge of a classified employee, supersede and modify provisions of sec. 59.38(1), Stats., which authorize a clerk of court to discharge a deputy clerk of court at pleasure." (Official Caption)

With regard to Section 111.70 and collective bargaining agreements the Attorney General stated:

"In Richards v. Board of Education (1973), 58 Wis. 2d 444, 460b, 206 N.W. 2d 597, it was stated that a board of education could, under sec. 111.70, Stats., enter into an agreement establishing a grievance procedure relating to dismissals and that such subject is within the embrace of 'wages, hours and conditions of employment' as defined in sec. 111.70(1)(d), Stats. Section 111.70, Stats., being a subsequent enactment, modifies the otherwise absolute power to hire and fire. Muskego-Norway C.S.J.S.D. No. 9 v. W.E.R.B. (1967), 35 Wis. 2d 540, 557, 151 N.W. 2d 617.

The county board has power to contract for the services of employees, setting up 'hours, wages, duties and terms of employment' under sec. 59.15(2)(d), Stats., and may establish 'regulations of employment for any person paid from the county treasury' and establish the number of employees in each department 'including deputies to elective officers' under sec. 59.15(2)(c), Stats. Therefore, I am of the opinion that the board can enter into a collective bargaining agreement with a duly certified bargaining unit of employees under sec. 111.70, Stats., which establishes a grievance procedure relative to discharge, without the express consent of the elected officials under whom such deputies serve. To the extent that such bargaining agreement is consistent with powers granted to the county board under secs. 59.15(2) and 111.70, Stats., it modifies the provisions of a statute such as sec. 59.38 (1), Stats., which permits a clerk of circuit court to remove a deputy clerk of court at pleasure."

As indicated above, we believe that this same rationale applies to the same "concomitant" power to appoint deputies.

The Attorney General has, since 1946, issued a series of opinions stating that the tenure provisions of a county civil service system supersede the power of elected officials to appoint and remove deputies. In the most recent opinion, OAG 43-74 (1974), prior opinions were summarized as follows:

"In 35 OAG 69 (1946) it was stated that civil service rules can apply to all county personnel not expressly excluded from sec. 59.07 (20), Stats. In 38 OAG 21 (1949), it was stated that sec. 59.07(20), Stats. (then 59.074), authorizes the inclusion of a position such as deputy county treasurer within the county civil service system and to that extent supersedes the provision of then sec. 59.19 (1), Stats. In 41 OAG 105 (1952), it was stated that where a county civil service system, established pursuant to then sec. 59.074, Stats., includes a deputy register of deeds and a tenure provision thereof conflicts with the apparent right of the register of deeds to dismiss such deputy at pleasure, the tenure provision of the civil service system supersedes the conflicting statute."

In 38 OAG 21 (1949), the Attorney General concluded that a civil service ordinance superseded the statutory power of a county treasurer to appoint a deputy. We believe that a collective bargaining agreement, entered into pursuant to the MERA, also takes precedence over the appointive powers involved herein. Richards v. Board of Education supra; Adamczyk v. Caledonia, supra.

Dated at Madison, Wisconsin this 27th day of March, 1975.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Morris Slavney
Morris Slavney, Chairman

Howard S. Bellman
Howard S. Bellman, Commissioner

Herman Torosian
Herman Torosian, Commissioner