STATE OF NEVADA

LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT

RELATIONS BOARD

PAMELA VOS, Complainant, vs. CITY OF LAS VEGAS and LAS VEGAS PEACE OFFICERS ASSOCIATION; and DOES 1 TO 500, Respondents.	ITEM: 749 CASE NO. A1-046000 **ORDER**

For Complainant: Pamela Vos, In Proper Person

For Respondent: City of Las Vegas and their attorney Jack O. Eslinger, Esq.

For Respondent: Las Vegas Peace Officers Association and their attorney Michael E. Langton, Esq.

This matter came on before the State of Nevada, Local Government Employee-Management Relations Board ("Board"), on March 12, 2014 for consideration and decision pursuant to the provisions of the Local Government Employee-Management Relations Act ("the Act"); NAC Chapter 288, and was properly noticed pursuant to Nevada's Administrative Procedures Act. A hearing was held in this matter on February 11-13, 2014 in Las Vegas, Nevada.

I. Facts

Complainant Pamela Vos was employed by Respondent City of Las Vegas as a Senior Corrections Officer. Ms. Vos began her career with the City in 1982. By 2010 the City was facing declining revenues and in response the City began implementing reductions in force. During the calendar year 2010 alone the City implemented three rounds of layoffs, in January,

June and July of 2010. Ms. Vos's position was one of the positions that was eliminated during the third round of layoffs, which were effective July 16, 2010 (the "July 2010 layoffs").

This was not the first time that Ms. Vos's position had been eliminated. In 1989, the City had attempted to unilaterally eliminate the Senior Corrections Officer positions and reduce those employees from senior officers to the position of corrections officers. That issue came before this Board and we issued a decision finding that the City had committed a prohibited labor practice by removing the Senior Corrections Officers positions and unilaterally reducing the rank of those employees without bargaining over the elimination with the recognized bargaining agent. The Board ordered all of the Senior Corrections Officers who had been demoted by the City to be restored to the Senior Corrections Officer position. Las Vegas Police Protective Association v. City of Las Vegas, Item No. 248, EMRB Case No. A1-045461 (Aug. 15, 1990). Ms. Vos was one of those employees and was reinstated as a Senior Corrections Officer by our order. She continued in the position of a Senior Corrections Officer from that time until the July 2010 layoffs.

The July 2010 layoffs were part of a larger effort to achieve cost savings by eliminating all senior-level positions throughout the City's Department of Detention and Enforcement. During the July 2010 layoffs the City also eliminated the Senior Locksmith position within the same Department.

The City and Respondent Las Vegas Peace Officers Association ("Association") are parties to a collective bargaining agreement that includes terms addressing reductions in force and the procedure that the City must follow when conducting a layoff. Pursuant to the agreement, employees with a greater amount of seniority are allowed to bump down to a lower position within the same classification. At the time of the July 2010 layoffs, Ms. Vos was at the

top of the seniority list in the corrections officer classification, meaning that she had greater seniority than any other corrections officer. When her position was eliminated Ms. Vos was therefore entitled to bump down from a Senior Corrections Officer to the position of Corrections Officer and continue her employment with the City in that capacity. A Corrections Officer has a lower salary than a Senior Corrections Officer, and thus bumping down would reduce Ms. Vos's wages from what she had previously been earning. Although Ms. Vos had the option to bump down, she instead elected to not to exercise her bumping rights and to retire.

Prior to being separated from the City, Ms. Vos approached the Association about the layoffs and in particular about the effect of our decision in Item 248. Ms. Vos requested the Association to file a grievance on her behalf concerning these layoffs, asserting that our order prevented the City from eliminating the position of Senior Corrections Officer. But the Association ultimately determined that such a grievance would lack merit and declined to file the grievance on Ms. Vos's behalf.

From these facts, Ms. Vos has made a number of allegations against the City and against the Association.

II. Allegations Against Respondent City of Las Vegas

Compliance With Prior Board Order

Ms. Vos alleges that by eliminating the Senior Corrections Officer positions through the reduction in force, the City is in violation of our prior decision in Item No. 248. We do not agree. There are two crucial distinctions that distinguish the situation in this case from our decision in Item No. 248.

First, the facts in Item No. 248 did not concern a reduction in force, whereas the present case does arise out of a reduction in force. NRS 288.150(3)(b) states that the local government

employer retains the right to conduct a reduction in force due to a lack of money. Therefore the present case concerns a specifically-reserved management right that was not at issue in Item No. 248. Our order in Item No. 248 does not purport to immunize the Senior Corrections Officers from being included in a future reduction in force that is genuinely motivated by a lack of money or lack of work under NRS 288.150(3)(b).

Second, our order in Item No. 248 prohibited the City from acting unilaterally to eliminate the Senior Corrections Officer position. When conducting a reduction in force, the City must follow the procedures for doing so that have been negotiated between it and the Association. NRS 288.150(2)(v). When the City follows the bargained-for procedures it is not acting unilaterally. As discussed below, the evidence at the hearing did not demonstrate that the City departed from the bargained-for layoff procedures. Additionally, in this particular case, the Board received evidence indicating that at some point in 2009 the City had sought concessions from the Association and in doing so negotiated certain triggers indicating a precise amount of a decline in revenue would prompt reductions in force. By all accounts those triggers were met in this case. Therefore the City did not unilaterally act to eliminate the Senior Corrections Officers positions, but instead acted pursuant to its agreement with the Association.

In sum, our decision in Item No. 248 involved action that was not vested as a management right and was unilateral. In this case, the City's actions were pursuant to a vested management right and the City acted pursuant to the terms of the collective bargaining agreement. Given these distinctions, we conclude that our order in Item No. 248 did not prohibit the layoff at issue in this case.

///

///

Bad Faith Bargaining

NRS 288.270(1)(e) deems it be a prohibited labor practice for a local government employer to bargain in bad faith with a recognized bargaining agent over any of the mandatory subjects of bargaining. The mandatory subjects of bargaining are stated at NRS 288.150(2). This Board has previously recognized that a unilateral change to a mandatory subject of bargaining is a *per se* violation of NRS 288.270(1)(e). e.g. Las Vegas Police Protective Association v. City of Las Vegas, Item No. 248, EMRB Case No. A1-045461 (Aug. 15, 1990). .

Ms. Vos asserts that the City has bargained in bad faith by including Senior Corrections Officers in the layoff without first bargaining with the Association and by changing the layoff procedure.

We do not find that the City has bargained in bad faith by including the Senior Corrections Officer position in the July 2010 layoff. As stated above, the City retains the right to conduct layoffs due to a lack of work or lack of money pursuant to NRS 288.150(3)(b). The evidence in the record sufficiently demonstrates that the July 2010 layoff was due to a lack of money. In particular the testimony of Mark Vincent, the Chief of Internal Services for the City credibly established that this particular layoff was preceded by a drastic reduction in revenue and that multiple rounds of layoffs were necessary in order to address the decline in revenue. As such, this particular layoff was within management rights under NRS 288.150(3) and is not a mandatory subject of bargaining. Therefore the City is not guilty of bad faith bargaining for conducting the layoff or including the Senior Corrections Officer positions in the layoff.

Even though the decision to conduct a layoff due to lack of money is a management right, the procedure for conducting the layoff is not, and instead is a mandatory subject of bargaining. NRS 288.150(2)(v). Typically, this Board looks to the bargained-for procedure and compares

that against the procedure adopted by an employer to determine if a unilateral change has been committed. Service Employees International Union, Local 1107 v. Clark County, Item No. 713A, EMRB Case No. A1-045965 (Oct. 5, 2010). A local government employer, however, does not commit a unilateral change where the employer does not change any of the bargained-for terms and adheres to the terms of the collective bargaining agreement. see Bisch v. Las Vegas Metropolitan Police Department, 129 Nev. ___, 302 P.3d 1108, 1116, n. 5 (2013).

In this case, the layoff procedure is set forth in the collective bargaining agreement between the City and the Association, which was admitted into evidence at the hearing. Specifically, Article 21 of the agreement outlines how to conduct a layoff. This article states that the City will provide advance written notification to the Association. The evidence at the hearing established that the City followed this procedure and did provide advance notification to the Association, as confirmed by the credible testimony of Association President Tracey Valenzuela.

Article 21 also stated that layoffs are to be conducted on the basis of inverse seniority and grants bumping rights to employees whose positions are being eliminated. In this case, the evidence at the hearing established that there were two employees, including Ms. Vos, in the Senior Corrections Officer position when it was selected for the layoff. Both positions were eliminated by the layoff. At the time of the layoff, Ms. Vos was first on the seniority list for the corrections officer classification, and was therefore entitled to exercise bumping rights to bump back down to a position of Corrections Officer. Consistent with the requirements of Article 21, the evidence at the hearing showed that the City did afford Ms. Vos an opportunity to exercise the bumping rights that she held by virtue of her position at the top of the seniority list. Ms. Vos, however, declined to exercise those rights.

The evidence at the hearing did not establish that the City had departed from the bargained-for layoff procedure in any way. Consequently, Ms. Vos did not establish that the City had engaged in bad faith bargaining by unilaterally changing the layoff procedure.

Personal Reasons

Ms. Vos also argued that she is the victim of discrimination for personal reasons. NRS 288.270(1)(f) prohibits a local government employer from discriminating against an employee for "personal or political reasons." This Board has previously defined personal reasons as including "non-merit-or-fitness factors and would include the dislike of or bias against a person which is based upon an individual's characteristics, beliefs, affiliations, or activities that do not affect the individuals merit or fitness for a particular job." Kilgore v. City of Henderson, Item No. 550H, EMRB Case No. A1-045763 (March 30, 2005).

In the absence of direct evidence of discrimination, claims of this type of discrimination are analyzed under the modified Wright Line framework stated in Bisch. Under this framework, Ms. Vos bears the burden to present credible evidence that will support an inference that personal reasons were a motivating factor in her layoff. Bisch, 302 P.3d at 1116-1117. The evidence presented by Ms. Vos does not meet that requirement.

While Sandra Elswood did testify regarding statements in which a Lieutenant Freeman had expressed personal dislike towards Ms. Vos in the past, there was no evidence before the Board that suggests that this had anything to do with the layoffs. In particular the Board heard testimony that this particular Lieutenant was not involved in the decision of which positions would be subject to the reduction in force. Ms. Vos also testified that she was a stickler for procedure and that she had filed a number of grievances in this past, but there is no reason

beyond bare conjecture to connect these circumstances with the decision to include Senior Corrections Officers in the July 2010 layoffs. Therefore there is no credible evidence that would support an inference that the layoffs were motivated by personal reasons.

Discrimination

Ms. Vos alleges that she is the victim of age and race discrimination. NRS 288.270(1)(f) prohibits a local government employer from discriminating against an employee on the basis of age or race. In the absence of direct evidence, claims of discrimination based upon a protected class are analyzed under the traditional burden-shifting analysis. City of North Las Vegas v. Local Government Employee Management Relations Board, 127 Nev. ___, 261 P.3d 1071 (2011). Under this framework, Ms. Vos bears the initial burden to establish a *prima facie* case of discrimination by establishing (1) that she is a member of a protected class; (2) that she was qualified for her job; (3) that she was subject to an adverse employment action; and (4) that similarly situated employees received more favorable treatment. Id. 216 P.3d at 1078. If Ms. Vos is able to meet her burden, then the burden shifts to the City to articulate a legitimate non-discriminatory reason for its actions.

Ms. Vos has established the first three of these factors. She testified as to her age and that she was qualified for her job. Indeed she had been performing that job satisfactorily for 28 years before this layoff occurred. Ms. Vos further established that she was subject to an adverse employment action when her Senior Corrections Officer position was eliminated in the layoff, forcing Ms. Vos to either bump into a lower paying position or to retire. The City does not dispute these facts that establish these first three factors.

On the fourth factor the Board finds that the evidence presented at the hearing does not show that similarly situated employees were treated more favorably. Ms. Vos points to the fact that only senior positions were selected for elimination during these layoffs, but does not concretely point to any other employee that we can conclusively determine was in fact similarly situated to her, aside from the other Senior Corrections Officer whose position was also eliminated. There was a suggestion made at the hearing that the non-senior Corrections Officers were generally younger than the senior officers and were more racially diverse, and that these positions were not eliminated during the layoff. These facts standing alone do not establish that those corrections officers were similarly situated in all material aspects, nor is it specific enough to permit the Board to engage in a meaningful comparison between Ms. Vos and the employees in the Corrections Officer position. Ms. Vos therefore cannot carry her burden to establish that she is similarly situated to these employees.

Even if these non-senior Corrections Officers were similarly situated, the evidence does not show that they were treated more favorably than Ms. Vos. Instead the City applied the bargained-for layoff procedure in a neutral manner. What this meant for the Corrections Officers with less seniority is that they could be bumped from their position and their employment be involuntarily terminated. In contrast the Senior Corrections Officers were allowed to bump down and retain their employment with the City if they chose to do so. Testimony at the hearing indicated that after all the Senior Corrections Officers had decided whether to exercise their bumping rights, only one individual's employment was actually terminated as a result of this layoff - Officer Maurice Washington who was identified as African American and "in his 20s." The consequence of this layoff procedure is that the only Corrections Officer whose employment was involuntarily terminated in this layoff was younger and African American. This result does

not indicate more favorable treatment to employees outside of Ms. Vos's class and fails to connect the July 2010 layoffs with any pattern of age or race discrimination as alleged by Ms. Vos.

As Ms. Vos has not demonstrated that similarly situated employees were treated more favorably she has not met her burden to establish a *prima facie* case of discrimination against the City.

III. Allegations Against Respondent Las Vegas Peace Officers Association

Duty of Fair Representation

Ms. Vos has also brought a claim against the Association alleging that it breached its duty of fair representation. A recognized bargaining agent has a duty under the Act to fairly represent the employees in the bargaining unit. Rosequist v. International Ass'n of Firefighters Local 1908, 118 Nev. 444, 49 P.3d 651 (2002). "The duty of fair representation requires that when the union represents or negotiates on behalf of a union member, it must conduct itself in a manner that is not 'arbitrary, discriminatory, or in bad faith.'" Weiner v. Beatty, 121 Nev. 243, 249, 116 P.3d 829, 833 (2005).

A union's actions are arbitrary only if its conduct can be fairly characterized as so far outside a "wide range of reasonableness that it is wholly 'irrational' or 'arbitrary.'" Marquez v. Screen Actors Guild, Inc., 525 U.S. 33, 45 (1998). In order to prove discriminatory actions, a complainant must "adduce substantial evidence of discrimination that is intentional, severe, and unrelated to legitimate union objectives." Amalgamated Ass'n of St., Elec. Ry. and Motor Coach Emp. of America v. Lockridge, 403 U.S. 274, 301 (1971). In order to show "bad faith," a complainant must present "substantial evidence of fraud, deceitful action or dishonest conduct." Id at 299.

The allegations against the Association in this case concern its stance towards the City during this round of layoffs and refusing to fight for Ms. Vos's job, as well as the handling of Ms. Vos's grievance connected to the July 2010 layoffs.

We find that the Association's disposition towards the City did not breach the duty of fair representation in this case. The evidence at the hearing, and in particular the testimony of Association President Tracey Valenzuela, demonstrated that the Association was aware of the pending layoffs, investigated the circumstances surrounding the layoffs and verified to its satisfaction that the layoffs in this case were genuinely motivated by a lack of money. The Association received and considered information that it had received from the City indicating that the negotiated triggers had been met to necessitate a reduction in force, and the Association also had an accountant independently review the City's finances and conclude that the City was genuinely unable to pay its employees at current levels. While the Association never requested that the Senior Corrections Officer positions be exempted from the layoffs, we do not see this as a breach of the duty of fair representation. The Association owes its duty of fair representation to all employees in the bargaining unit, not just to the Senior Corrections Officers, and declining to specially favor the Senior Corrections Officers when discussing the layoffs with the City is well within the duty of fair representation.

These actions were not so far outside the wide range of reasonableness as to be irrational. There is no hint of discrimination in the Association's actions and all of the Association's actions in this regard are related to the legitimate objective of representing the bargaining unit as a whole. Ms. Vos did not raise an allegation that the Association's actions were deceitful or dishonest. Therefore the Association's stance toward the City was not arbitrary, discriminatory or taken in bad faith.

Ms. Vos also asserts that the Association breached its duty of fair representation in handling her grievance. Testimony at the hearing established that Ms. Vos requested the Association to file a grievance on her behalf based upon the elimination of the Senior Corrections Officer position and based upon our prior order in Item No. 248.

A bargaining agent has wide latitude to evaluate the merits of a grievance and to decline to proceed with grievances that are not meritorious. e.g. Vaca v. Sipes, 386 U.S. 171 (1967); see also Scott v. Machinists Automotive Trades Dist. Lodge No. 190 of Northern California, 827 F.2d 589, 593 (9th Cir. 1987). However that latitude is not unlimited and a bargaining agent may breach the duty of fair representation if it fails to investigate a grievance that has been brought to its attention. Farsaci v. Service Employees International Union, Local 1107, Item No. 604A, EMRB Case No A1-045871 (March 13, 2007); Tenorio v. National Labor Relations Board, 680 F.2d 598, 601 (9th Cir.1982).

In this case, the Association adequately investigated the circumstances of Ms. Vos's grievance. As stated above the Association was aware of the layoffs and had investigated whether the layoffs were genuinely necessary due to a lack of money. The Association did not ignore the particular issues that Ms. Vos raised as to the Senior Corrections Officer position and our prior order. Testimony at the hearing established that the Association considered whether the City was prevented from eliminating the Senior Corrections Officer positions, sought an opinion from legal counsel and when that opinion informed the Association that the City was within its rights to include Senior Corrections Officers in the layoff the Association determined that the grievance requested by Ms. Vos would lack merit. These actions satisfy the duty of fair representation, and the Association's determination that Ms. Vos's grievance lacked merit was within the Association's discretion. Further there was no evidence to suggest that the

Association's determination was prompted by a discriminatory motive or was dishonest. Therefore we conclude that the Association's actions did not violate the duty of fair representation.

The Board also heard testimony that Eric Fredenburg, the Vice President of the Association, assisted Ms. Vos in faxing to the City some documents that might possibly have been a grievance. Although the testimony regarding whether these documents were in fact a grievance is less than clear, at a minimum we can conclude from this that that the Association did not obstruct or prevent Ms. Vos from filing her own grievance. This is sufficient to show that the Association did not breach the duty of fair representation.

IV. Other Allegations

Throughout the hearing and in her closing brief Ms. Vos has also made reference to violations of federal and state statutes beyond NRS Chapter 288 as well as contractual claims asserting that the City had violated the collective bargaining agreement. As such allegations are beyond the authority of this Board, we express no opinion and make no findings pertaining to those allegations.

Finally, the Board has considered whether an award of costs and fees pursuant to NRS 288.110(6) is warranted in this case. As Ms. Vos raised a genuine dispute, we conclude that such an award is not warranted.

Based upon the forgoing, the Board makes the following findings of fact and conclusions of law:

FINDINGS OF FACT

1. Complainant Pamela was employed by Respondent City of Las Vegas from 1982 to July 16, 2010.

2. Ms. Vos was one of employees that we ordered reinstated as Senior Corrections Officers in Item No. 248.

3. The July 2010 layoffs eliminated all Senior Corrections Officer positions and Senior Locksmith positions in the City's Department of Detention and Enforcement.

4. At the time of the July 2010 layoffs, Ms. Vos had the highest level of seniority in the corrections officer classification.

5. Ms. Vos was given an opportunity to exercise her bumping rights to bump back down to the position of Corrections Officer, but declined to do so.

6. At the time of the July 2010 layoffs, the Association had received information from the City regarding the City's finances and had retained an accountant to review the City's finances

8. Any dislike felt by Lieutenant Freeman towards Ms. Vos is not connected to the decision to include Senior Corrections Officers in the July 2010 layoff.

9. Ms. Vos' personal characteristic of being a stickler for procedure and her prior grievances are not connected to the decision to include Senior Corrections Officers in the July 2010 layoff.

10. Ms. Vos is a member of protected class based upon age.

11. Ms. Vos was qualified to perform the job of Corrections Officer and Senior Corrections Officer.

12. Ms. Vos was subject to an adverse employment action when her position as Senior Corrections Officer was included in the July 2010 layoffs.

13. The City did not treat similarly situated employees more favorably than Ms. Vos as stated above.

14. In conducting the July 2010 layoffs the City followed the bargained-for layoff procedure based upon the evidence presented at the hearing.

15. The July 2010 layoffs were prompted by a lack of money.

16. Ms. Vos requested that the Association file a grievance, based upon our prior order in Item No. 248, to prevent the City from eliminated the Senior Corrections Officer positions.

17. The Association investigated the circumstances surrounding Ms. Vos's requested grievance and determined that the requested grievance lacked merit.

18. If any of the foregoing findings is more appropriately construed a conclusion of law, it may be so construed.

CONCLUSIONS OF LAW

1. Pursuant to NRS 288.110(2) the Board has exclusive jurisdiction to hear and determine disputes arising out of the interpretation of or performance under the provisions of the Local Government Employee-Management Relations Act.

2. Ms. Vos is a local government employee.

3. The City of Las Vegas is a local government employer

4. The Las Vegas Peace Officers Association is the recognized bargaining agent for the bargaining unit that included Senior Corrections Officers and Corrections Officers employed by the City of Las Vegas

5. As bargaining agent, the Association owes a duty of fair representation to all employees in the bargaining unit.

6. Our decision in Item No. 248 did not prohibit the City from including Senior Corrections Officer positions in a layoff due to a lack of money.

7. Because the July 2010 layoff was prompted by a genuine lack of money, it was a management right under NRS 288.150(3)(b).

8. The City did not violate our order in Item No. 248.

9. The City was not required to bargain with the Association over whether to include Senior Corrections Officers in the July 2010 layoffs.

10. The City did not commit a unilateral change when it followed the bargained-for procedures for conducting a reduction in force.

11. Ms. Vos did not present credible evidence to support an inference that personal reasons were a motivating factor in her layoff.

12. Ms. Vos did not establish a *prima facie* case of discrimination based upon a protected class (age or race) because she did not show that similarly situated employees outside her class were treated more favorably.

13. The Association did not breach the duty of fair representation in its stance towards the City regarding the July 2010 layoffs.

14. The Association's investigation into Ms. Vos's requested grievance was adequate and its determination that the requested grievance lacked merit was within the Association's permissible discretion.

15. The Association did not breach the duty of fair representation regarding its handling of Ms. Vos's requested grievance.

16. The Board lacks jurisdiction to decide common law claims, breach of contract claims, matters arising under federal statutes and matters arising under NRS Chapter 613.

17. Pursuant to NRS 288.110(6) an award of costs including attorney fees is not warranted in this case.

18. If any of the foregoing conclusions is more appropriately construed a finding of fact, it may be so construed.

ORDER

It is hereby ordered that the Board finds in favor of Respondent City of Las Vegas and Respondent Las Vegas Peace Officers Association as set forth above.

It is further order that each party shall bear its own fees and costs incurred in this matter.

DATED the 24th day of March, 2014.

LOCAL GOVERNMENT EMPLOYEE-
MANAGEMENT RELATIONS BOARD

BY: _____
PHILIP E. LARSON., Chairman

BY: _____
SANDRA MASTERS, Vice-Chairman

BY: _____
BRENT C. ECKERSLEY. Board Member

STATE OF NEVADA

LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT

RELATIONS BOARD

PAMELA VOS, Complainant, vs. CITY OF LAS VEGAS and LAS VEGAS PEACE OFFICERS ASSOCIATION; and DOES 1 TO 500, Respondents.	CASE NO. A1-046000 **NOTICE OF ENTRY OF ORDER**

To: Pamela Vos, In Proper Person

To: City of Las Vegas and their attorney Jack O. Eslinger, Esq.

To: Las Vegas Peace Officers Association and their attorney Michael E. Langton, Esq.

PLEASE TAKE NOTICE that an ORDER was entered in the above-entitled matter on March 24, 2014.

A copy of said order is attached hereto.

DATED this 24th day of March, 2014.

LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

BY Yvonne Martinez
YVONNE MARTINEZ, Executive Assistant

CERTIFICATE OF MAILING

I hereby certify that I am an employee of the Local Government Employee-Management Relations Board, and that on the 24th day of March, 2014, I served a copy of the foregoing ORDER by mailing a copy thereof, postage prepaid to:

Pamela Vos
5317 Walton Health Avenue
Las Vegas, NV 89142

Jack O. Eslinger, Esq.
City of Las Vegas
Deputy City Attorney
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

Michael E. Langton, Esq.
801 Riverside Drive
Reno, NV 89503

Yvonne Martinez

YVONNE MARTINEZ, Executive Assistant