

AGREEMENT

-Between-

TEAMSTERS LOCAL 11 International Brotherhood of Teamsters

-And-

CITY OF ENGLEWOOD - INSPECTORS

January 1, 2017 through December 31, 2020

Michael Curcio President/Principal Officer Elizabeth Williamson Secretary-Treasurer

Printed & Assembled by Teamsters Local 11 Office Staff

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ARTICLE I - RECOGNITION

- A. This Agreement pertains to the terms and conditions of employment of all regularly employed inspectors, including fire inspectors, code enforcement officials, court clerks and Regulatory Manager employed by the City of Englewood (RO-2018-028)
- B. The Union is recognized as the sole collective negotiations agent for all employees described in the bargaining unit.
- C. Whenever the term is used herein, the term "employee(s)" shall mean and construed only as referring to those individuals in A above.

ARTICLE II - REPRESENTATION FEE

- a. If an employee does not become a member of the Union during any membership year (from January 1 to the following December 30) which is covered in whole or in part by the Agreement, said employee, upon written consent, may voluntarily pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as a recognized majority negotiation representative.
- b. Prior to the beginning of each membership year, the Union will notify the Employer in writing of the amount of the regular membership dues and initiation fees charged by the Union to its own members for that membership year. The representation fee voluntarily paid by non-members will be equal to 85% of that amount.
- c. In order to adequately offset the per capita cost of services rendered by the Union as majority negotiation representative, the representation fee should be equal in amount to the regular membership dues and initiation fees charged by the Union to its own members, and the representation fee has been set at 85% of that amount.
- d. Once during each membership year covered in whole or in part by this agreement, the Union will submit to the Employer a list of those employees who have voluntarily agreed to pay the representation fee by providing the employee's written consent to pay the representation fee. The City will deduct from the salaries of such employees the full amount of the representation fee as provided in this article and promptly will transmit the amount so deducted to the Union.
- e. The City will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesald list during the remainder of the membership year in question. The deductions will begin with the first pay check paid.
- f. 10 days after receipt of the aforesaid list by the City; or thirty (30) days after the employee begins his or her employment in a negotiation unit position, unless the employee previously served in a negotiation unit position and continued in the employ of the City in a non-negotiation unit position or was on layoff consistent with the provisions of this agreement, in which event the deductions will begin with the first pay check paid ten (10) days after the resumption of the employee's employment in a negotiation unit position, whichever is later.

- g. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.
- h. The Union will notify the City in writing of any changes in the list provided for 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 City receives said notice.
- i. Should Federal or State law hereinafter provide for a change in the permissible scope of representation/agency fee clauses, the Employer and the Union agree to implement a union representation/agency fee clause to the maximum extent allowed by Federal and State law.

ARTICLE III - UNION SECURITY

A. All present employees who are members of the Local Union on the effective date of this Agreement shall remain members of the Local Union in good standing by payment of the regular monthly dues. All present employees who are not members of the Local Union and do not become members thirty-one (31) days after the effective date of this agreement, will pay a Representation Fee as set forth hereafter.

It is agreed that at the time of hire, newly hired employees, who fall within the bargaining unit, will be informed they have a chance to join the Union thirty-one (31) days thereafter or pay the Local Union a Representation Fee.

B. Check-Off Union Dues

- 1. The Employer hereby agrees to deduct from the wages of employees by means of check-off the dues uniformly required by the labor organization pursuant to the provisions of N.J.S.A. 52:14-15.9E. The Employer, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made from the second salary paid to each employee during the month, and such deduction made the first month shall be a double deduction, and thereafter the regular deduction shall apply to dues owed for the following month. Any member who does not receive a paycheck for the first payday of the month shall have these deductions made from the first pay he receives in the month. Dues not already deducted for the current month must be deducted from the last paycheck of a Union member when he leaves the employ of the Employer or is discharged.
- In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the amount of monthly dues and proper amount of initiation fee.
- 3. The Employer agrees to forward the full name and address for all new employees who become eligible for membership and for whom initiation fee is deducted. The Employer further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reason thereof.
- C. The Union, in exchange for the implementation of this Article, hereby agrees to hold the City harmless against any and all claim or suits or other liability occurring as the result of the implementation of this Article. In any such action, the Union agrees to reimburse the City for any and all costs, including legal fees, for the defense of said suit, but the City specifically reserves the right to name its own attorney with respect to its defense.

ARTICLE IV - HOURS OF WORK AND OVERTIME

- A. The regular work week for full-time employees is 35 hours Monday through Friday. The standard workday is 7 hours excluding a one-hour unpaid lunch.
- B. All employees shall receive a one-hour unpaid lunch. Employees shall not use the hour at the end of their shift and leave early unless there are extenuating circumstances warranting the adjustment and it is approved by the Department Head or Human Resources Director, if the Department Head is absent.
- C. All covered employees shall be entitled to one 15-minute break for every 3.5 hour working period. The breaks shall not be used at the beginning of the work day nor at the end of the work day, and cannot be combined to form one 30-minute break.
- D. Overtime is defined as work in excess of forty (40) hours in a work week. Employees who work greater than forty (40) hours will receive time and one-half (1.5) the regular straight time pay for all hours worked in excess of forty (40) hours in a work week. Employees who work in excess of thirty-five (35) hours in a week, but less than forty (40) shall receive the straight time rate for those hours. Employees required to work on holidays or Sundays shall receive double time.
- E. Employees called for Jury Duty will receive their regular straight time pay from the City and will turn in to the City any payments received on jury duty.
- F. All employees required to work after hours shall have access to their office after hours.
- G. For the purpose of computing overtime, the following paid absences shall be considered as time worked: (1) Bereavement Days; (2) Holidays; (3) Jury Duty; (4) Personal Days; (5) Sick Days; (6) Vacation Days. Scheduled overtime including permit inspections, fire watches, and meetings scheduled after working hours shall be paid at the overtime rate. All overtime worked shall be paid for promptly.
- H. Stand by: If an employee is requested to respond the employee will be compensated starting at time of request. If the employee responds within 1 hour, he/she shall receive a guaranteed 4-hour minimum, at time and one-half the regular straight time rate. \$50.00 per day shall be paid to anyone covering for construction official.
- Employees required to be on call shall have the option to take a city owned vehicle home.

ARTICLE V - GRIEVANCE PROCEDURE

- A. A grievance shall be a claim made by an employee when that said employee has been harmed by the interpretation or application of this Agreement.
- B. A grievance to be considered under this procedure must be initiated at Step 1 in writing within 10 calendar days from the time the cause of the grievance occurred, and the procedure following shall be resorted to as the sole means of obtaining adjustment of the grievance. If the grievance is unanswered by management within the time limits, it is assumed that the grievance is denied, and the Union has the right to proceed to the next Step of the procedure.
- C. The failure of the City of its designated representative to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next Step. Failure at any Step of this procedure to appeal to the next Step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.
- D. Step 1 the grievance shall be in writing to the Department Head within 10 calendar days from the time when the cause for the grievance occurred. The Department Head shall, within 5 working days thereafter, give a written decision on the grievance.
- E. Step 2 If no satisfactory resolution is reached at Step 1, then the grievance shall be submitted in writing to the City Manager within 5 working days of the written response from the Department Head, or if no written response is received, then within working 5 days of the last day in which a response was to have been provided by the Department Head in Step 1. Within 5 working days of receipt of the grievance, a meeting may be arranged between the City Manager and/or his/her designee and a representative of the Union. Within 5 working days of the meeting, or if no meeting is held within 10 working days from the receipt of the grievance at Step 2, the City Manager and/or his/her designee shall issue a written decision on the grievance.
- F. Step 3 In the event the grievance is not satisfactorily resolved by the above Steps, then both parties agree that within 10 calendar days of the written response in Step 2, or if no response is received, then within 10 calendar days of the last day in which a response was to have been provided by the City Manager and/or his/her designee in Step 2, either party may request the Public Employment Relations Commission to appoint an arbitrator according to the rules and regulations of said Commission. The arbitrator shall have full power to hear and determine the dispute, and his/her decision shall be final and binding.

- G. The arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this Agreement. No dispute arising out of any questions pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.
- H. The cost of the arbitration, other than the costs incurred individually by the parties in the preparation and presentation of their case to the arbitrator, shall be shared equally by the Employer and the Union.
- I. The time limits set forth in the above steps may be extended by mutual consent.

ARTICLE VI - SENIORITY

- A. The Employer shall establish and maintain a seniority list of employees, names and dates of employment from date of last hire in the department basis, with the employee with the longest length of continuous and uninterrupted service to be placed at the top of said seniority list. The name of all employees with shorter length of continuous service shall follow the name of such senior employee, in order, until the name of the employee with the shortest length of service appears at the end of the list. The seniority of each employee shall date from the employees' date of last hiring with the Employer.
- B. Other than seasonal, temporary, and part-time employees, new employees retained beyond the probationary period shall be considered regular employees, and their length of service with the Employer shall begin with the original date of their employment, and their names placed on the "Seniority List". Such seniority list shall be kept up-to-date with additions and subtractions as required.

C. Probationary Period

- The first year of employment for all new employees shall be considered a probationary period.
- During the aforementioned probationary period, the Employer may discharge such employee for any reason whatsoever. An employee discharged during his probationary period shall not have recourse to the Grievance Procedure as set forth in the Agreement.

The Employer shall have no responsibility for the re-employment of newly engaged probationary employees if they are dismissed during the probationary period.

Promotions and Vacancies

 The City specifically reserves the right to determine the number and classification of all positions and qualifications for employment in said positions.

2. Promotional Opportunities

In the event the City determines that a vacancy exists, or creates a new position within the unit, it shall email and post a notice of such new job or vacancy on the bulletin board for a period of ten (10) working days. Such notice shall contain a description of the job, the pay range, qualifications, when the job will be available, and to whom applications are to be submitted. In case of an emergency the position can be filled within 5 days.

Employees of this bargaining unit requested to serve in a higher classification or different job title due to vacancy or extended sick or vacation leave shall be paid the difference between the salary of the position in which he is acting from his actual salary on a prorated basis starting on the 6th day of service in the position.

All interested employees may submit bids for such openings. The City shall determine which, if any, of the bids are qualified for the openings, in its sole discretion. If, in the discretion of the City, there are 2 or more equally qualified applicants, then the most senior employee shall be given an opportunity to perform the job.

3. Lateral Transfers:

Employees may request a lateral transfer to a vacant position. Such transfers shall be granted in the sole discretion of the City. If 2 or more employees seek transfers to the same position, and both are equally qualified, in the sole discretion of the City, then the most senior shall be transferred first. Qualifications are determined as in paragraph 3 above.

- 4. Nothing contained herein shall limit appointment to current bargaining unit members.
- 5. Any employee promoted or transferred shall be probationary for 60 days, and if found unsatisfactory during that time, shall be returned to their prior duties.

D. Reduction in Force

The Employer agrees it will not engage any new employee in a department unless all of the regular, full-time employees in that department are working the scheduled hours noted in this Agreement.

- In the reduction or restoration of the working force, the rule to be followed shall be length of service with the Employer. The employee with the least sentority shall be laid off first, and in re-hiring, the reverse principle shall apply; namely, the last employee laid off shall be the first to be re-hired.
- 2. In the event of a reduction in the number of persons in a job classification, or of the abolition of a job classification, the displaced employee may bump into a classification first which carries the same rate of pay, and secondly, into a classification carrying a lesser rate of pay, only if said employee is qualified to perform the duties, in the sole discretion of management, and is of greater seniority than the employee who would be bumped.

- 3. Notice of any impending layoffs shall be placed upon the bulletin board 30 days prior to the layoff.
- 4. An employee's seniority shall cease under the following conditions:
 - a. Resignation or termination of employment for cause
 - b. Absence without notice or leave for 5 consecutive days shall constitute a resignation.
 - c. Layoff of more than 12 consecutive months.

ARTICLE VII - HOLIDAYS

A. During each year of the Agreement, the Employer agrees to grant all employees within the bargaining unit holidays in accordance with the following schedule:

New Year's Day
President's Day
Martin Luther King Ir. Bi

Martin Luther King, Jr. Birthday Good Friday

Memorial Day Independence Day Labor Day Columbus Day General Election Day

Veterans Day Thanksgiving Day Christmas Day

If the paid holiday falls on a Saturday, the preceding Friday shall be considered the holiday. If the paid holiday falls on a Sunday, the following Monday shall be considered the holiday.

There will be twelve (12) paid holidays.

- B. Employees who work their regular shift on any of the above holidays shall be paid for such work at the rate of 1 ½ times the employee's regular rate, in addition to holiday pay.
- C. Covered employees shall be paid for the hours they were scheduled to work while the City is closed due to an emergency closing.

ARTICLE VIII - VACATIONS

- A. Full-time employees shall be entitled to paid vacations pursuant to the following schedule:
 - 1. Employees who have completed one (1) full year but less than four (4) full years: 10 working days per year.
 - Employees who have completed four (4) full years but less than fifteen (15) full years:
 20 working days per year.
 - 3. Employees who have completed fifteen (15) full years: 25 working days per year.
- B. During the first calendar year of employment, an employee shall be entitled to a prorated portion of total annual vacation time, computed on a monthly basis and based on the number of full months worked.
- C. Employees may carryover 5 vacation days for use by 4/1 of the following year by requesting via email to the Department Head, City Manager, and HR Director by 10/15. A response will be made within 10 business days.
- D. An employee, on termination after completing at least one year of employment, shall be paid for unused vacation days accrued during the year of termination, calculated from January 1 of that year, and computed at the rate of 1/12 of the employee's yearly vacation day entitlement for each full calendar month worked during such year.
- E. Vacations shall be scheduled and taken subject to and at times approved by department heads, consistent with the workloads of the departments and, subject to the foregoing, may be taken at any time during the year.
- F. Employees shall submit schedules of requested vacation time for any year by no later than April 15 of that year (February 15th for Fire Prevention Only) and to the extent practicable, and consistent with the provisions of Section E of this Article, preferences for vacation times shall be based on seniority within an employee's job classification and department. Once made and approved, selection preferences for vacation times may be altered only with the express consent of the department head, and in no even shall such change cause a change in the scheduled vacation time of another employee unless such other employee consents thereto.

ARTICLE IX - LEAVES

- A. Leaves will be provided to employees in accordance with Chapter 18 of the Revised General Ordinances of the City of Englewood or as set forth below.
- B. Sick leave shall accumulate at the rate of 1 ¼ days per month, not to exceed a total of 15 days per year. The definition of sick leave shall exclude any work connected illness or injury compensable by workman's compensation.
- C. The following additional sick leave will be granted automatically based on the length of service, on a one-time basis only during the employee's career for catastrophic illness and may not be accumulated from one contract period to another, and it is not to be included in the totals calculated under A and B of this Article

More than 1 and through 10 years	15 days
11 through 15 years	30 days
More than 15 years	45 days

Catastrophic illness shall be defined as an illness which prevents an employee form working for a continuous period in excess of 10 working days. Payments of the additional sick leave provided hereunder shall not commence until after said 10-day period.

- D. An employee in good standing whose employment terminates after 2 years of service with the City will receive a lump sum payment equal to ½ of the amount of his accumulated sick leave not used at the time of termination provided he is not discharged for cause other than physical disability. Upon termination after 8 years, he shall receive 75% of the amount of his accumulated unused sick leave, and upon such termination after 20 years, or upon termination because of physical disability, or retirement, he shall receive 100% of his accumulated sick leave provided, however, that the maximum payment of terminal leave, for all of the aforesaid calculations under this section shall not exceed \$12,000.
- E. The following Personal leave days will be available to each employee:
 - Three (3) personal days per year, not chargeable to sick leave, upon approval of department head.
 - 2. 3 personal days per year chargeable to sick leave that are not to be consecutive, unless approved by supervisor, or H/R Director in case when manager is not available.
- G. The following paid Bereavement Leave days will be available to each employee:
 - 1. Four (4) days for the death of a mother, father, husband, wife, child, brother, sister, mother-in-law, father-in-law and domestic partner.

- 2. Three (3) days for the death of a grandparent or grandchild.
- 3. Two (2) days for the death of a brother-in-law, sister-in-law, uncle, aunt, nephew and niece.
- The parties agree that in order for the employees to be eligible for bereavement leave as a domestic partner, he or she shall comply with the applicable provisions of the New Jersey Domestic Partnership Act, N.J.S.A. 26:8A-1, et. seq.
- G. Military leave for City employees shall be granted in accordance with N.J.S.A. 38:23-1.
- H. The City will provide family leave in accordance with the Federal Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA). Employees eligible for leave for reasons provided under both the FMLA and NJFLA, shall take such leave concurrently. All paid leave taken pursuant to FMLA and NJFLA shall be taken concurrently. For employees eligible for New Jersey's Family Leave Insurance Program ("NJFLI"), the NJFLI benefits must be taken concurrently with leave taken pursuant to FMLA and/or NJFLA.

ARTICLE X - PROFESSIONAL ENRICHMENT PROGRAM

- A. Requests to attend a conference or seminar by an employee must be preapproved by the City Manager. The City Manager must preapprove any conference that requires out of state travel and/or overnight stay. Requests shall be made sufficiently in advance to take advantage of discounts for early registration, and must be submitted at least thirty (30) days before the event. Requests must be in writing including the conference schedule, registration information and estimated costs. The City Manager is responsible to detail all training requests during the budget formulation process. Approval of any conference or seminar request is conditioned upon the availability of funds.
- B. Tuition Reimbursement In order to encourage self-improvement of each employee and increase the value of such employee to himself or herself as well as to the City, tuition fees paid by employees for studies at college or university level for accredited degrees directly associated with their employment will be reimbursed to such employees on the following basis and subject to the following conditions:
 - Such studies shall have been approved by the City Manager before being undertaken.
 - One-half the tuition will be reimbursed following registration for such studies and ½ thereof shall be reimbursed upon presentation of a certificate or transcript from the college or university attended certifying to satisfactory completion of such studies.
 - 3. Prior to receipt of any payment, the employee shall be required to sign an agreement to continue employment with the City after successful completion of a course of study, at a rate of one year's obligated service for each full year's tuition paid, to commence upon completion of the course of study, and if such employee shall breach such agreement he or she shall be required to repay to the City any such tuition—payment for which he or she was reimbursed by the City. The words "full year's tuition" as used herein shall mean normal tuition payable by a matriculated student for a normal full academic year, and if the tuition paid is less than that amount, then the employee's period of obligated service shall be reduced to a prorated portion of one year.

ARTICLE XI - UNIFORMS

- A. All members of this bargaining unit shall comply with the City of Englewood employee manual dress code.
- B. The City shall supply 4 shirts and 4 pants per year and 1 jacket as needed to full-time uniformed employees and 2 shirts and 2 pants per year to part-time uniformed employees.
- C. All members of the bargaining unit shall receive a \$125.00 safety shoe allowance paid on the first pay of the new calendar year.

ARTICLE XII - DISCHARGE

An employee shall not be discharged, except for just and sufficient cause, except that newly engaged employees on probation shall be subject to dismissal for any cause whatsoever.

ARTICLE XIII - CLASSIFICATIONS AND WAGE RATES

All covered employees will be paid on a biweekly basis

1/1/2017	1/1/2018	1/1/2019	1/1/2020
1.75%	1.75%	1.75%	1.75%

ARTICLE XIV - LONGEVITY PAY

LONGEVITY PAY

A. Effective on the anniversary date of an employee's appointment to any municipal, county or state employment, effective from January 1, 2016 said employee wages shall reflect an additional percentage increase as follows:

4 years	1.5%	
8 years	3%	
12 years	4.5%	
16 years	6%	
20 years	7.5%	

No longevity for any new hires after ratification

AUTOMOBILE ALLOWANCE - PART TIME

All full time and part-time employees shall have access to city vehicles during working hours. If a situation arises where a personal vehicle must be used for the work day that said employee shall be reimbursed \$100.00 per month for that work day.

Deferred Compensation

Covered employees shall be permitted to participate in the Deferred Compensation Plan 457 of the City of Englewood.

A. Contract Negotiations:

Commencing with the negotiations respecting the within collective negotiation agreement between the Employer and Union and continuing thereafter, covered employees designated by the Union to participate in scheduled negotiation sessions with the Employer, shall be permitted time to attend negotiations sessions.

B. Union Meeting Attendance:

One (1) elected shop steward shall be entitled to receive one (1) paid day off per calendar year to attend a Union sponsored seminar, meeting or conference.

ARTICLE XV - HOSPITAL, INSURANCE AND PENSIONS

- A. The City shall maintain comparable benefits and coverage under any and all existing insurance programs which are currently in effect. Employees shall contribute amounts as set forth by Chapter 78, P.L. 2011. The contributions will remain set at the maximum level (Year 4) of contributions per Chapter 78.
- B. The City shall provide the existing health insurance benefits, employee and spouse coverage, to all post-January 1, 1991 retires until they reach the age of 65 subject to contributions required by Chapter 78.

ARTICLE XVI - MANAGEMENT RIGHTS

The City hereby retains and reserves unto itself all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and the United States, including, but without limiting the generality of the foregoing, the following rights:

- to the executive management an administrative control of the City government and its properties and facilities; to make all plans and decisions on matters involving operations;
- to hire all employees and, subject to the provisions of law, determine their qualifications; to promote, transfer, assign, or lay-off employees to meet the needs of the City;
- 3. to determine the necessity of overtime and the amount of overtime required;
- 4. to demote, suspend, discharge or take disciplinary action against employees;
- 5. to determine the duties in any job classification.

The foregoing enumeration of Management's Rights shall not be deemed to exclude other rights of management not specifically set forth herein. The City, therefore, retains all discretion, authority and prerogatives not otherwise clearly and specifically limited by this agreement.

ARTICLE XVII - FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which neither were nor have been the subject of negotiations. During the term of this Agreement, and whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed the Agreement.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by the parties.

ARTICLE XVIII - EDUCATIONAL PROGRAMS

The Employer agrees to contribute three cents (\$0.03) per hour to Teamsters Local 11 Educational Program for all hours an employee receives pay in accordance with the Memorandum executed by the parties. Such Fund is to be administered in accordance with the Local 11 Welfare Plan Trust Agreement by an equal number of Employer and employee trustees. The payment shall be in a lump sum.

ARTICLE XIX - DURATION

This Agreement shall be effective on January 1, 2017 through December 31, 2020. Negotiations for a successor Agreement shall begin no later than sixty (60) days prior to the expiration date of this Agreement. This Agreement shall remain in full force and effect during the period of negotiations and until this Agreement is replaced by a new Agreement.

ARTICLE XX - SEPARABILITY AND SAVINGS

In the event any provisions, or compliance by the City or the Union with any provisions in this Agreement shall constitute a violation of any law, then and in such event, such provisions, to the extent only that it is so in violation, shall be deemed separable from the remaining provisions of this Agreement, which remaining provisions shall be binding on the parties and not affected.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers the day and year first above written.

City of Englewood	International Brotherhood/of Teamsters Local 11/
BY: Jewell Thompson-Chin, Interim City Manager	BY:
DATE: 10/1/19	DATE: 9/27/19
	BY: Matthew P. McGourty, Business Agent
	Committee:
	Milke Daley Giusseppe Lanjastra
	Anthony Culmone
	while Comme

Daniella Chappell