Revised: November 2, 2004

AGREEMENT

BETWEEN

THE CITY OF PATERSON
PASSAIC COUNTY, NEW JERSEY

AND



AFSCME AFL-CIO

COUNCIL 52, LOCAL 3724

WHITE COLLAR EMPLOYEES, POLICE CIVILIANS,

MUNICIPAL COURT EMPLOYEES

JULY 1, 2005 THROUGH JUNE 30, 2007

RUDERMAN & GLICKMAN, P.C. 675 Morris Avenue, Suite 100 Springfield, NJ 07081 973-467-5111

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PREAMBLE

This Agreement entered into this _____ day of ______,

2004, by and between the City of Paterson, in the County of

Passaic, New Jersey, a municipal corporation of the State of New

Jersey, (hereinafter the "City"), and Council 52, Local 3724,

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,

AFL-CIO (White Collar employees, Police Civilians, Municipal

Court Employees) (hereinafter the "Union"), represents the

complete and final understanding on all bargainable issues

between the City and the Union.



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ARTICLE I

RECOGNITION

- In accordance with the certification of the New Jersey Α. Public Employment Relations Commission dated September 7, 1988, the City recognizes the Union as the sole and exclusive of establishing bargaining agent for the purposes salaries/wages, hours and other conditions of employment, and the administration of grievances arising thereunder for the terms of the Agreement for all White Collar Employees, all Clerical and White Collar Employees employed by the Municipal Court, and all Civilian Employees employed by the Public Safety Department of the City of Paterson, excluding all other employees, managerial executives, uniformed police, fire fighters, confidential employees, all employees represented in other bargaining units, and supervisors within the meaning of the Act.
- B. Whenever titles are used in this Agreement, they shall be defined to include the plural as well as the singular and to include males and females.



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ARTICLE II

BILL OF RIGHTS

An employee shall be entitled upon request to Union representation at each and every step of the grievance procedure set forth in this Agreement. An employee shall be entitled upon request to Union representation at each stage of a disciplinary proceeding instituted pursuant to this Agreement in Article IV.



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ARTICLE III

MANAGEMENT RIGHTS

- A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws, and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
- 1. The executive management and administrative control of the City government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the City.
- 2. To make rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
- 3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance



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notice thereof to the employees and to require compliance by the employees is recognized.

- 4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.
- 5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause.
- 6. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive or for other legitimate reason.
- 7. The City retains the right to subcontract any or all of the work performed by employees covered by this Agreement.
- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.



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- C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulations.
 - D. This Article does not include Police civilians.



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ARTICLE IV

GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment.

- B. Definition
- 1. A grievance is a claim by an employee or the Union based upon the interpretation, application or violation of this Agreement and includes discipline as noted in Step 3A below. In order to be considered under this procedure, a grievance must be initiated by the employee or the Union within twenty-one (21) calendar days from the occurrence of the act giving rise to the claim. If the grievance is not initiated within the time period allowed, it shall be deemed to have been waived.
- 2. In the wording of this statement of procedure, the term "aggrieved" shall be taken to include all those employees covered by this Agreement.
- 3. Failure in any step of this procedure to communicate to the aggrieved employee of A.F.S.C.M.E. Council 52, Local 3724, the decision on a grievance within the specified time limits, shall permit the aggrieved employee to proceed to the next step of the grievance procedure. Failure to announce an appeal of a grievance to the next step within the specified time



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limits shall terminate the grievance.

- 4. Any of the time limits specified below may be extended by mutual agreement.
- 5. If, in the judgment of the Union, a grievance affects a group of employees, the Union may process and institute such grievance at Step 3 of this grievance procedure, provided it is initiated and signed by at least one employee.
- 6. Any Grievance Committee meetings with the City which are held during normal business hours, on the City's premises, will be without loss of straight time pay.
- 7. The Union shall have the right to submit a grievance concerning a suspension and/or discharge directly to the third step of the grievance procedure, and the matter shall be handled in accordance with this procedure, including arbitration.
- 8. The Union reserves the right to have non-employee Union representatives at all steps of the Grievance Procedure.
- 9. If any disciplinary action taken by a representative of management results in a grievance, the responsible management representative, that individual initiating the action, shall attend the Step 3 Grievance Hearing. The concept of progressive discipline shall be followed.
- STEP 1: The Union Steward or other authorized representative, with the employee, shall take up the grievance or dispute with the employee's immediate supervisor. The



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supervisor shall then attempt to adjust the matter and shall give his/her answer to the Steward within five (5) work days.

STEP 2: If the grievance has not been settled in Step 1, it will be reduced to writing and presented to the next highest ranking supervisor or his/her designee within ten (10) work days following receipt of the determination from Step 1. The next highest ranking supervisor or his/her designee shall render an answer in writing, within three (3) work days after its presentation in Step 2. The written grievance of this Step shall contain the relevant facts, the applicable Section of the Agreement allegedly violated, and the remedy requested by the grievant.

STEP 3: If the grievance is still unsettled, it shall, within ten (10) work days from receipt of the answer in Step 2, be submitted to the next highest ranking supervisor or his/her designee, who shall schedule a meeting within five (5) work days with the Union Grievance Committee and the grievant. The next highest ranking supervisor or his/her designee shall forward his/her answer in writing to the Union President and the grievant within five (5) work days thereafter.

STEP 4: If the grievance is still unsettled, the Union may, within twenty (20) days following the answer in Step 3, request arbitration.

1. The arbitrator shall be selected in accordance with



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the rules and regulations of the Public Employment Relations

- 2. The arbitrator shall conduct a hearing and shall render his decision in writing with findings of fact and conclusions of law. The decision of the arbitrator shall be final and binding upon parties subject to the rights of the parties under law.
- 3. The arbitrator shall not add to, subtract from, modify or amend in any way this Agreement.
- 4. Only one (1) issue or grievance may be submitted to an arbitrator unless the parties agree otherwise.
- 5. The cost of the arbitrator will be borne equally by the Union and the City and all other expenses incurred by either side, including the presentation of witnesses, will be borne by the side incurring same. However, upon timely request, the City will make available for an arbitration hearing, employees of the City who the Union requested as witness(es) on its behalf. The City shall make such employees available with the least disruption to the work of the City, and such individuals shall suffer no loss of their regular straight time rate of pay during their regular working hours for such appearance.



ARTICLE V

DISCHARGE AND DISCIPLINE

WHITE COLLAR

- A. The City shall not discharge an employee nor discipline such employee involving a monetary loss through suspension or fine up to and including five (5) days only without just cause. The City shall notify the Union of any discharge or discipline of an employee. Where such an action involves loss of the employee's wages, the Union and the City shall endeavor to meet within two (2) work days from such action to try to resolve the matter. If the matter remains unsettled, the Grievance Procedure may be invoked. Any grievance involving discharge or discipline may be initiated by the Union at Step 3 of the Grievance Procedure.
- B. A grievance may be settled at any stage of the disciplinary grievance procedure, provided that the Union shall be notified and offered the opportunity to be present at all meetings, hearings, disciplinary proceedings or discussions which involve the employees covered by this Agreement. The employee and the Union shall be provided with a written copy of any such settlement within three (3) work days.



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ARTICLE VI

UNION RIGHTS

A. Bulletin Boards

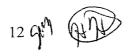
The City agrees to provide bulletin boards for the exclusive use of the Union to post notices and other Union information at each work location. Such notices shall be affixed with the local AFSCME number and or Council 52, and/or AFSCME International letterhead.

B. Access to Premises

The City agrees to permit representatives of the International Union and Union Council 52, subject to prior approval of the Director of Personnel or his designee, to enter the premises of the City for individual discussion of working conditions with employees, provided such representatives do not interfere with the performance of duties assigned to employees. Upon entering the workplace, the Union President or other authorized representative shall notify the Department Head or other designated supervisor.

C. Contract Negotiations

The City shall give time off with no loss of pay to the President and seven (7) members of the bargaining unit negotiating team to participate in contract negotiations. If such meetings are conducted during regular business hours, there shall be no loss of regular straight time pay for such



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employees.

- D. A reasonable amount of time must be given to the Union President to conduct Union business. Also, a reasonable amount of time must be given to the Union President, the Executive Board, or his/her alternate during working hours for:
 - 1. Grievance hearings and discussions
 - 2. PERC hearings
 - 3. O.A.L. hearings
 - 4. Leave for attendance for Union conferences/conventions
 - 5. Posting of Union literature





ARTICLE VII

UNION SECURITY

- A. The City agrees to deduct the annual dues of the Union in twenty-four (24) equal deductions from all employees who execute a written authorization pursuant with N.J.S.A. 52:14-15.9e. Such notice shall be given to the head of the City's Payroll Department.
- B. The dues check shall be accompanied each month with an alphabetized list of all employees in the bargaining unit. The list shall include new hires, along with their home addresses, date of hire, classification, status and whether they are terminated or on leave of absence, and the amount of dues deducted.
- C. The total of such deductions, together with the list, shall be remitted to the designated Financial Officer of Council 52, AFSCME, AFL-CIO, #516 Johnston Avenue, Jersey City, NJ 07304, monthly, by the 15th of the month following such deductions.
- D. Employees shall be eligible to withdraw dues deduction authorization as of July 1 of each year upon timely notice of withdrawal.
 - E. Agency Shop
- 1. Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty



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(30) days thereafter, and any new employee who does not join within thirty (30) days of initial employment with the unit shall, as a condition of employment, pay a representation fee to the Union in the amount equal to eighty-five per cent (85%) of the regular Union membership dues, fees, and assessments as certified to the City by the Union. The Union shall establish and/or advise the City that it has established a demand and return system in accordance with N.J.S.A. 34:13A-5.5.

F. Indemnification

The Union agrees to indemnify and save the City harmless against any and all claims, demands, suit or other forms of liability that arise out of, or by reason of action taken by the City, in reliance upon dues deduction authorization information furnished by the Union or its representatives or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union advising of any changes in such deductions.



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ARTICLE VIII

NON-DISCRIMINATION CLAUSE

- A. The provisions of this Agreement shall be applied to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share with the City the responsibility for applying this provision of the Agreement.
- B. All references to employees in this Agreement designates both sexes and wherever the male gender is used, it shall be deemed to include male and female employees.
- C. The City and Union agree that every employee shall have the right to organize, join and support the Union for the purpose of engaging in collective negotiations or to refrain from same. The City and the Union undertake and agree that they shall not directly or indirectly discourage or deprive or coerce an employee in the enjoyment of any right conferred by Chapter 303 of the Public Laws, 1968, as amended.



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ARTICLE IX

PERSONNEL FILES

- A. Each employee shall be notified of his/her performance and shall have the opportunity to review such evaluation with his/her supervisor. Duplication of the evaluation by the supervisor shall be provided to the employee upon request. The employee shall sign or initial the City's copy of the evaluation form to indicate that the employee has reviewed and noted the contents of the form. Such signature does not necessarily constitute agreement with the contents of the form, but signifies that the employee has reviewed the form and/or received a copy of same.
- B. Upon request in writing, an employee shall have access to his/her personnel file during working hours. An employee, upon request, will be furnished a copy of an individual item(s) in his/her personnel file.
- C. The employee shall have the right to respond in writing to any document in the file. Such response shall become part of the personnel file.
- D. The home telephone number and address of employees shall not be made available for the use of outsiders, but such use shall be confined to the business of the City.



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ARTICLE X

SENIORITY

A. Definition

Seniority means an employee's length of continuous service with the City since his last date of hire.

B. Application

Seniority shall apply toward longevity payments and length of vacation.

C. Seniority Lists

A copy of the seniority list shall be furnished by the City to the Union Local every six (6) months. The seniority list shall show the names, job titles and date of hire of all employees in the bargaining unit, and shall be posted by the Union on all bulletin boards.

D. Break in Continuous Service

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and/or retirement. If an employee returns to work in any capacity within one (1) year, such employee shall receive credit for the previous service. However, the time spent on leave (with or without pay or through resignation, discharge or other cause, shall not count as service time.



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E. Posting

- 1. In order to keep employees within a department or organizational unit informed of positions in which they may be interested for the purpose of transfer, reassignment, or promotion, and to provide an opportunity to apply for existing or planned job vacancies, such vacancies shall be noted as per the NJ Department of Personnel Internet web site, and also periodically by the Director of Personnel. The term "promotion" means the advancement of an employee to a higher position.
- 2. Provisional promotions and/or vacancies shall be filled from among those employees who apply and meet the requirements of the job.
- 3. Upon a promotion, the salary of the promoted employee will be appropriately adjusted.

F. Layoffs

- 1. In the event the City plans to lay off employees for any reason, the City shall meet with the Union to review such anticipated layoff prior to the date such action is to be taken in accordance with procedures of the NJ Department of Personnel.
- 2. When such action takes place, it shall be accomplished by laying off any temporary and probationary employees first. Should it be necessary to further reduce the work force, then regular employees shall be laid off in the inverse order of seniority.



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- 3. The City shall forward a list of those employees being laid off to the local Union Secretary on the same date that the notices are given to the employees.
- 4. Employees to be laid off will be given notice in accordance with NJ Department of Personnel regulations and will be afforded all rights due them under such regulations.
- 5. In the event that NJ Department of Personnel regulations governing lay off notice, bumping and other rights, are not applicable, then an employee subject to layoff will be permitted to exercise' his/her seniority right to bump, or replace an employee with less seniority. Such employee may, if he/she so desires, bump an employee in an equal or lower job classification, provided the bumping employee has greater seniority.

G. Recall

When the workforce is increased after a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at his/her last known address by registered mail, If any employee fails to report for work within ten (10) days from the date of mailing the notice of recall, he/she shall be considered a voluntary resignation. Recall rights for employees shall expire in accordance with NJ Department of Personnel regulations. Written notice of expiration of recall rights shall be sent to the employee at



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his/her last known address by registered certified mail. A copy of both recall notices and notices of expiration of recall rights shall be sent to the Union.



ARTICLE XI

HOURS OF WORK

A. Work Day

The regular work day shall consist of eight (8) consecutive hours within a twenty-four (24) hour period, inclusive of meal periods.

B. Work Week

- 1. The regular work week shall be Monday through Friday.
- 2. For employees working in the Record Bureau, Identification Bureau, and the Auto Squad, the work week shall be Monday through Friday, and all employees shall be entitled to two (2) fifteen (15) minute rest periods during each full shift, in addition to their paid meal period.

C. Work Schedules

Work schedules showing each employee's hours and workweek and whether employed on a full or part time basis shall be made available to the Union upon request. Except in cases of emergency, employee(s) and the Union will be notified not less than one (1) week in advance of any change in work schedule or hours. In cases of emergency, the Union will be notified of the change within the pay period following the implementation of the new work schedule of hours.



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D. Overtime

1. Overtime is defined as work in excess of the

employee's regularly scheduled work week. Employees who are

normally scheduled to work thirty-five (35) hours per week will

receive straight time pay for the hours from thirty-five (35)

through forty (40), and time and one-half (1-1/2) the regular

straight time pay for all hours worked in excess of forty (40)

hours per week.

2. An employee required to work on Sunday shall be paid

double his/her hourly rate of pay for all hours worked.

3. Overtime requirements: Overtime work shall be given to

qualified employees on a rotating basis in order of seniority

among those employees able to perform the work. Employees may be

required to work a reasonable amount of overtime.

E. For purposes of computing overtime, the following paid

absences shall be considered as time worked:

Bereavement Days

Holidays

Jury Duty

Personal Days

Sick Days

Vacation Days

F. Employees called for Jury Duty will receive their

regular straight time pay from the City. Employees will not be

required to turn in to the City any monies they receive for food

and travel expenses.

G. All overtime worked shall be paid for promptly, no

later than in the next regular payroll check.



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- H. Data Processing personnel will receive the following shift differential in addition to their regular base pay:
 - 1. Second Shift 5%
 - 2. Third Shift 10%
- I. In the event the City establishes new shifts, the Union will be notified seven (7) calendar days in advance, except in cases of emergency. The City will determine the initial rate of pay, subject to any subsequent negotiations at the request of the Union.

J. Call-In Time

Any employee called for emergency duty, in addition or outside of their regularly scheduled shift, shall be paid at time and one -half (1-1/2) for all hours worked.

K. Break

All employees are entitled to a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon.

Smoking breaks are included in the definition of "Rest".

Smoking breaks are not in addition to the rest periods provided herein. Abuse of this provision will lead to disciplinary action.



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ARTICLE XII

HOLIDAYS

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

New Year's Day
Martin Luther King's Birthday
Good Friday
Memorial Day
Fourth of July
Presidents Day
Labor Day
Columbus Day

Election Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Day Before Christmas Day
Christmas Day
Floating Holiday

- B. 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.
- C. If an employee is regularly scheduled to work on any of the above holidays, he/she shall be entitled to time and one-half (1-1/2) pay for actual work performed on the holiday in addition to a straight time day's pay for the holiday as such.

D. Police Civilians Only

An employee who is scheduled to work on any of the above holidays shall be entitled to a day off within a thirty (30) day period.

Employees not scheduled to work on any of the above holidays shall be, if called into work, entitled to time and one-half (1-1/2) plus an additional day off within the thirty



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(30) day detail or double time and one-half.

E. Emergency Day

An emergency day will be given to any employee who has an emergency situation arise on a particular working day. The emergency day can only be used if the employee has enough time accrued in their vacation and personal credits to allow for an emergency day.



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ARTICLE XXV

FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter 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 this Agreement.
- B. This shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.



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ARTICLE XXVI

TERM AND RENEWAL

This Agreement shall be in full force and effect retroactively as of July 1, 2005 and shall remain in effect to and including June 30, 2007. This Agreement shall continue in full force and effect from year to year thereafter unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days, nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement. In the event such written notice is given, and a new contract is not signed before the expiration date of the old contract, this Agreement is to continue in full force and effect until a new contract is signed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Paterson, County of Passaic and State of New Jersey on this 15 day of works, 2004.



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This Agreement is subject to City Council ratification and will be executed after such ratification.

CITY OF PATERSON

MAYOR

El-M. Burgor BUSINESS ADMINISTRATOR

Asst DIRECTOR OF PERSONNEL

CITY CLERK MULLIN SIAM

AFSCME LOCAL 3724

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Hand D. Hughes PRESIDENT #3724

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MEMORANDUM OF AGREEMENT To be attached to the Collective Agreement between Council 52, Local 3724, and the City of Paterson

It is agreed and understood that all language in this agreement referring to police civilians is applicable to all civilian employees of the Fire Department represented by this bargaining unit.

By: 20 M. Bugo. (Eli Burgos, Business Admin. City of Paterson)	By: Hand Hughes (Hazel Hughes, President Local 3724)
Date:	Date: 1/13/05
By: Mondrow,	

Staff Representative)

MEMORANDUM OF AGREEMENT To be attached to the Collective Agreement between Council 52, Local 3724, and the City of Paterson

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By: Cli Burgos, Business Admin. City of Paterson)	By: Hand Hughes (Hazel Hughes, President Local 3724)
Date:/- /3 - 05	Date: 1/13/05
By: Woodrow, Staff Representative)	MARI This page is 70 ACCOMPANY
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