

AGREEMENT

Between

**THE SHREWSBURY BOROUGH EDUCATION
ASSOCIATION~CUSTODIAL/MAINTENANCE UNIT**

And

**THE SHREWSBURY BOROUGH BOARD OF
EDUCATION**

July 1, 2017 through June 30, 2020

ARTICLE I
RECOGNITION

BE IT RESOLVED, by the Shrewsbury Borough Board of Education (hereinafter referred to as the "Board"), pursuant to Chapter 303, as amended, of the Public Laws of 1968, that the Board herewith recognizes the Shrewsbury Borough Teachers' Association (hereinafter referred to as the "Association") as the majority representative for collective negotiations concerning the terms and conditions of employment for all regularly employed custodial and maintenance employees who work a minimum of sixty percent (60%) of the basic work week.

ARTICLE II
CUSTODIAL/MAINTENANCE EMPLOYMENT

A. **Notification of Contract and Salary**

Employees shall be notified of their contract and salary status for the ensuing year no later than May 15th.

B. **Acceptance of Employment**

As a matter of courtesy, employees shall notify the Board of their intent to remain in the system by May 15th.

ARTICLE III
ASSOCIATION RIGHTS

- A. Both parties recognize that public criticism of the other party is inappropriate.
- B. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- C. The Association and its representatives shall have the right to use the school building at reasonable hours for meetings. The Superintendent shall be given a reasonable advance notice of not less than twenty-four (24) hours of the time and place of all such meetings and his/her approval secured. Approval of the Superintendent shall not be unreasonably withheld.

- D. The Association and its representatives may be permitted to use school facilities and equipment designated for employee use including typewriters, calculating machines, copy machines, fax machines, and all types of audiovisual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof.
- E. The Association and its representatives shall have the use of a bulletin board in the lounge.
- F. The Association and its representatives may use the school mail boxes for appropriate Association business.
- G. No unit member, other than a probationary employee, can be disciplined or reduced in rank or in compensation, or deprived of any professional advantage without just cause. Dismissals of all non-probationary employees shall be in accordance with P.L. 1989, Chapter 269, approved January 4, 1990. All employees hired after July 1, 1996 shall be considered probationary employees for the first six (6) months of employment. Such employees shall receive all benefits received by non-probationary employees, including salary, except that probationary employees may be terminated without cause and without prior notice. All employees must obtain the black seal license within nine (9) months of initial employment, and shall remain a probationary employee beyond six (6) months until receipt of the black seal license. The time to obtain the black seal license may be extended upon recommendation of the Superintendent and approval by the Board. A probationary employee shall be required to undergo a physical at the request of the Administration at any time to ensure the employee can properly perform his or her duties.

ARTICLE IV
MANAGEMENT RIGHTS

The Board of Education reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations:

- (a) to direct employees of the school district;
- (b) to hire, promote, transfer, assign and retain employees in positions within the school district and to suspend, demote, discharge or take other disciplinary action against employees;
- (c) to relieve employees from duties because of lack of work, or for other legitimate reasons;
- (d) to maintain the efficiency of the school district operations entrusted to them;
- (e) to determine the methods, means, and personnel by which such operations are to be conducted;
- (f) to take whatever action might be necessary to carry out the mission of the school district in situations of emergency;
- (g) the Board retains the right to manage the district and direct all employees except as specifically limited by this Agreement.

ARTICLE V
HOURS OF WORK

- A. For custodial and maintenance employees, eight (8) hours, excluding lunch, shall constitute one (1) workday. Forty (40) hours shall constitute one (1) work week. Holidays and paid sick days shall count in the computation of the forty (40) hours. The work week shall consist of any five (5) work days, Monday through Saturday. Whenever

possible the District will make every effort to give the employee two (2) weeks prior notice of any schedule changes.

- B. All work performed in excess of the forty (40) hours per week shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay.
- C. All work performed on Sunday shall be compensated at the rate of one and one half (1-1/2) times the employee's regular hourly rate of pay.
- D.
 - 1. All work performed on holidays (as published in the yearly list) when the school is closed, shall be compensated for at the rate of two (2) times the employee's regular hourly rate of pay.

If a holiday falls on a Friday or Saturday, all work performed on the Saturday or Sunday immediately following the holiday, shall be compensated for at the rate of two (2) times the employee's regular hourly rate of pay.
 - 2. Employees shall be expected to work on any regular work day and shall not be eligible for any additional compensation or compensatory time when school is closed due to snow or other emergencies.
 - 3. Any Custodial/Maintenance employee whose rotation covers a holiday weekend will be considered "on call" for that weekend and compensated for an eight (8) hour day at a regular hourly rate for being "on call". If the "on call" Custodial/Maintenance employee gets called in to cover the building on the holiday weekend, the Custodial/Maintenance employee rate will revert to two (2) times their hourly rate (double time) and the employee will be compensated for a full eight (8) hour day.
- E. All monies due for overtime shall be paid in the same manner as has previously been the practice.

- F. Employees shall be expected to work a reasonable amount of overtime, upon reasonable notice, provided the Board shall accept a reasonable excuse for nonavailability. Overtime shall be distributed according to Article VI (A) The Board agrees that it will not discriminate against an employee who has a legitimate reason for refusing to work overtime.
- G. With respect to hourly rate, the hourly rate of pay shall be computed to be 1/2080 of the employee's annual base salary as shown in Schedule A and shall not include any additional stipends, premium pay, or overtime pay.
- H. If an employee has completed his shift, leaves the premises and is called back to work, he/she shall be guaranteed a minimum of two (2) hours work at the applicable rate unless it is the result of negligence on the part of a unit member (i.e. doors/windows left unlocked) which will then be compensated at clock time only. In such a case, the individual responsible for the infraction will also miss a turn at the next overtime offering in the rotation. This shall not apply, however, when the employee is called in for work prior to his/her regular shift and is scheduled to work up his/her regular shift.
- I. Employees shall be assigned to a specific work shift, which shall remain the same during the school year, except in cases of emergencies, and for other good cause.

ARTICLE VI

SENIORITY

- A. A published list of all members of the bargaining unit shall be maintained by the Board of Education. Said list shall be in order of the date the employee was hired. Overtime shall be equally distributed to the extent possible on a rotating basis among the members of the bargaining unit, except in emergency situations and situations requiring a black seal license.

- B. No custodian/maintenance person hired with equal years of experience shall be hired at a salary higher than custodial/maintenance employees currently employed.
- C. Effective July 1, 2002, the Board shall require the custodial/maintenance employees to have their paychecks directly deposited into their designated banking institutions and accounts by the school's banking institution.

ARTICLE VII

PAYMENT OF SALARIES

- A. The salaries of all custodial and maintenance employees covered by this Agreement are set forth in Schedule A which is attached hereto and made a part hereof.
- B. Custodial and maintenance employees employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.

ARTICLE VIII

EMPLOYEE EVALUATION

- A. General Procedure
 - 1. Open evaluation. All monitoring or observation of work performance of an employee shall be conducted openly and with full knowledge of the employee.
 - 2. Copies of evaluation. An employee shall be given a copy of any evaluation report prepared by his/her evaluators for his/her own keeping at least one (1) day before any conference to discuss it unless the parties mutually agree to meet sooner. No such report shall be placed in the employee's file or otherwise acted upon without prior conference with the employee unless the employee refuses to meet with his/her supervisor.

3. Employees shall sign their evaluation report acknowledging that he/she has received it with the express understanding that such signature does not indicate agreement with the contents thereof. No evaluation report shall be placed in the employee's personnel file without the employee's signature on the copy acknowledging that he/she has had the opportunity to review it, unless he/she has refused to sign within five (5) days of the receipt of the evaluation. No employee shall be required to sign a blank or incomplete evaluation form. The employee shall also have the right to submit a written answer to such material and his/her answer shall be attached to the file copy.

B. Personal Records

1. **File.** An employee shall have the right, upon one day's request, to view the contents of his/her personnel file and to receive a copy of any documents contained therein. The review shall be conducted in the presence of the Superintendent or his/her designee. This right of review shall not include correspondence dealing with one's experience prior to employment in the district nor shall it include hiring credentials.
2. In the event of removal of confidential materials from the employee's file, a dated notation will be placed in the employee's file stating that confidential material other than credentials involved in the hiring process, have been removed.
3. If, upon reviewing his/her file, the employee desires to answer any material that is available for his/her inspection in that file, he/she may make such answer and have it placed in the file, provided said answer is received within five (5) days of the date when the employee could reasonably have been expected to know of the existence of said document.

ARTICLE IX
EMPLOYEE FACILITIES

Custodial and maintenance employees will continue to be permitted to use the lounge in the custodial/maintenance area as well as the teacher's room.

ARTICLE X
TRAVELING EXPENSES

- A. Employees shall be reimbursed at the Board approved IRS rate per mile for travel expenses approved by the Administration.
- B. Employees shall not be required to use their personal vehicles to transport heavy materials and/or supplies that could potentially damage their vehicle.

ARTICLE XI
LEAVES

- A. **Sick Leave**
Every employee shall be eligible for twelve (12) days leave per year for personal illness at full pay. Unused days shall accumulate without limit.
- B. **Non-Accumulative**
If an employee shall require additional sick leave in any one year, additional non-accumulative days may be granted as provided in N.J.S.A. 18A:30-6.
- C. **Notification of Accumulation**
Employees shall be shown a written accounting of accumulated sick leave days as early as possible in each school year.
- D. **Leave for Personal Emergencies**
 - 1. Every employee shall be eligible for a maximum of four (4) days leave per year for personal business at full pay. Personal business is defined as a matter for the health and welfare of the employee or the employee's family or for business that

cannot be conducted at any other time. Religious holidays taken shall be considered personal days. Except for emergencies, reasons for such leave shall be given to the Superintendent two (2) working days prior to the requested date. One two hundred fortieth (1/240th) of his/her salary shall be deducted from an employee's salary for each day of such leave taken by the employee beyond the authorized number of days.

2. In addition to the aforementioned days for personal business allowed annually on a non-cumulative basis, each employee will be allowed a maximum of five (5) days leave in any school year in the event of a death of the employee's spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent and spouses' grandparents teacher's step-child, or one living in the home or one who has replaced a parent and for whom the employee is responsible for support. The leave must be taken within two (2) weeks of notification of death.
3. No request for personal time can be for less than 1/2 day intervals.
 - a. Any personal leave days not used in any school year shall be converted to sick leave days which will be added to the employee's sick leave accumulation.

E. Payment for Unused Sick Leave Upon Retirement

1. Contingent upon twenty (20) consecutive years of employment, upon retirement from PERS, the employee shall be paid for unused accumulated sick leave for three-fourths of all days at the rate of \$100 per day to a maximum of fifteen thousand dollars (\$15,000) or as per applicable State law.
2. Employees claiming this payment must notify the School Business Administrator of their intention to retire at the end of the school year, or at the end of the next calendar year, not later than December 1 of the school year in advance of the

retirement date in order to be eligible for the payment after July 1 of the next school year.

In the event an employee does not file his/her request for retirement benefit (cash-in of sick leave on retirement) by December 1, then the payments of this benefit will take place after July 1 of the next following school year.

3. Payment will be made by direct contribution into the District's 403(b) Plan. No employee shall be permitted to receive cash compensation for accumulated sick leave.

ARTICLE XII

INSURANCE PROTECTION

From July 1st, 2017 through June 30th, 2018, Association members shall be enrolled under the School Employee Health Benefits Plan (SEHBP) or its equivalent as per state offerings, as of the effective date of the new contract, July 1, 2014. All employees shall be bound by the provisions of sections 39 and 41 of P.L.2011, c.78 (C.52:14-17.28c and C.18A:16-17.1), until the full amount of the contribution required by section 39 has been implemented in accordance with the schedule set forth in section 41. Once full implementation has occurred, employee contributions required under the final year of implementation for P.L.2011, c.78 (the first year of the new contract) shall remain static for the final two years of the new contract. Employees shall not be required to enroll in Direct 10, but shall be allowed to enroll in the plan of their choice available under the SEHBP.

Effective July 1, 1999, new employees eligible for coverage shall receive single coverage only. Dependent coverage shall be at the employee's cost. The cost of dependent coverage shall be at the group rate as charged to the Board. Effective upon the date the employee is tenured, the employee shall be eligible to receive full family plan coverage at the Board's expense.

Effective July 1st, 2018 the following Health Benefit provisions are in effect:

7/1/18: Tenured Teachers:

- Any Current Tenured Teachers who takes NJ Direct 10 PPO will remain at Tier IV Contributions.
- Any Current Tenured Employee that enrolls in NJ Direct 1525 will be at Tier III Contributions

7/1/18: Current Non Tenured Members:

- All Current Non Tenured Members' base plan will remain NJ Direct 10 at Tier IV Contributions.
- Any Current Non-Tenured Members may add dependents on the NJ Direct 2035 PPO Plan at Tier IV Contributions

- When Current Non-Tenured Members become Tenured, they are entitled to move to NJ Direct 10 PPO with dependents at Tier IV contributions or they are entitled to enroll in NJ Direct 1525 PPO with dependents at Tier III Contributions.

7/1/18: New Hires:

- All new hires will be enrolled in NJ Direct 15 PPO at Tier IV Contributions.
- Any new hires may add dependents on the NJ Direct 2035 PPO Plan at Tier IV Contributions
- When Current Non-Tenured New Hires become Tenured, they are entitled to move to Direct 15 PPO with dependents at Tier IV contributions or they are entitled to enroll in NJ Direct 1525 PPO at Tier III contributions.

A group Dental Service Plan is in effect to cover employees only. The Board agrees to coverage increases to 100% for Preventative and Diagnostic Treatment only with no change in the remaining coverage which is 50%-50% participation for remaining basic, Crowns and Prosthodontics dental coverage. Eligible employees may add dependents at their own expense.

Employees eligible to receive health benefits may waive SEHBP medical and prescription drug coverage and will not have to pay the required health benefits contribution, provided that they are covered under a spouse's or partner's employer provided health benefits coverage. If any employee elects to waive their SEHBP health benefits coverage, in accordance with the applicable law, said employee shall be reimbursed up to 25 percent of the amount saved by the employer or \$5,000, whichever is less. Payment will be made to the employees by June 30th at the end of the health benefit contract year. If the employee must return to the health benefit coverage during the school year, or is no longer eligible to receive benefits during the year, the opt out payment will be pro-rated accordingly.

Opting out of the district's Health Benefit Plan is required on a yearly basis. The proper form is to be submitted to the Business Office during the annual open enrollment time by for implementation on the January 1st. If the employee does not file to opt out, he/she will automatically be enrolled in the current health benefit plan at the full eligible benefit level.

The Board will provide a §125 Cafeteria plan for insurance premiums and medical or dependent care expenses on an annual basis according to the district's plan document. Payment shall be made pursuant to an IRS plan which shall be established by the Board. The §125 Cafeteria plan for Flexible Spending for unreimbursed medical or dependent care expenses: Employees may elect to participate in the district's Flexible Spending Plan during an open enrollment at the end of each year for an effective date of September 1st of the following school year. Payment shall be made pursuant to an IRS plan which shall be established by the Board. A carryover of up to \$500 of unreimbursed expenses may be carried over into the next school year. This carryover does not affect the maximum amount of salary reduction contributions that the participant is permitted to make under §125(i) of the Internal Revenue Code.

ARTICLE XIII

EDUCATIONAL ALLOWANCE

The Board shall reimburse up to \$200 for all approved coursework, testing fees, licensing and re-licensing for black seal license. The Superintendent must approve, in writing, coursework prior to registering and documentation of satisfactory completion of the course must be presented to obtain reimbursement.

ARTICLE XIV

CLOTHING ALLOWANCE

Uniforms will be issued and paid for by the Board (5 shirts, 5 pairs of pants, 2 sweatshirts). Replacement uniforms will be issued at the Board's discretion on an as-needed basis. The Board will agree to provide 1 snow coverall and 5 t-shirts for warmer weather wear to be replaced on an as-needed basis. The staff will be required to wear the issued t-shirts throughout the summer.

A shoe allowance of \$150 will be allotted for each employee annually for reimbursement upon presentation of a proper receipt for up to two (2) pairs of OSHA/ANSI pre-approved steel toed or composite toed footwear per year.

Upon termination, the employee will be required to return any garments (shirts, and sweatshirts) with the "SBS Staff" insignia on them. Final payment of any monies due to the employee will be held until aforementioned garments are returned.

ARTICLE XV

VACATION

- A. Employees are entitled to annual vacation days in accordance with the schedule listed below (prorated in the case of a partial year). All vacation days must have prior approval of the Supervisor. Employees shall be paid their normal salaries during vacation periods.

<u>Years of Service</u>	<u>Amount of Vacation</u>
1 through 5 years	2 weeks
6 through 10 years	3 weeks
11 through 24 years	4 weeks
25 years and above	5 weeks

- B. Vacation Leave is to be credited automatically to each employee on July 1st of each year (prorated in the case of a partial year).
- C. Vacation preference shall be determined on the basis of length of service.

ARTICLE XVI

HOLIDAYS

- A. All employees shall receive a day's pay for each of fourteen (14) paid holidays.
- B. The Board shall provide each employee with a list of the fourteen (14) paid holidays no later than June 1st of the year proceeding the year in which the holidays occur.

ARTICLE XVII

COMPLAINT PROCEDURE

Any complaints regarding an employee made to any member of the administration by a parent, student, or other person, which are used in the evaluation of the employee in any manner, shall be brought to the employee's attention as soon as possible.

ARTICLE XVIII

GRIEVANCE PROCEDURE

- A. Definition

A grievance is defined as a complaint by an employee that there has been a personal loss, injury, or inconvenience because of misinterpretation or misapplication of the contract regarding an employee's terms and conditions of employment.

A grievance to be considered under this procedure must be initiated within forty-five (45) calendar days from the time when the employee knew or could have reasonably been expected to know of its occurrence.

B. Procedure

1. Any employee who has a grievance shall discuss it first with the School Business Administrator (SBA) in an attempt to resolve the matter informally.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he/she shall set forth his/her grievance in writing to the SBA specifying the following:
 - a. The nature of the grievance and the injury, loss or inequity suffered;
 - b. The contractual or statutory provision claimed to have been misinterpreted or misapplied; and
 - c. The remedy requested.
3. Upon receipt of the written grievance, the SBA will send a copy of the grievance to the office of the Superintendent. The SBA will communicate his/her decision, in writing, to the employee and the Superintendent within five (5) school days of the receipt of the written grievance.
4. The employee may appeal the SBA's decision to the Superintendent. The appeal of the Superintendent must be made in writing within five (5) school days after the receipt of the written decision from the SBA. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) work days. The Superintendent shall communicate his/her decision within ten (10) school days to the employee and the SBA.
5. If the grievance is not resolved to the grievant's satisfaction, he/she may within five (5) school days request a review by the Board of Education. The request

shall be submitted in writing, through the Superintendent, who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and in its discretion may hold or waive a hearing. If not waived, a hearing will be held with the grievant(s) within thirty (30) calendar days and a decision will be rendered in writing within thirty (30) calendar days of receipt of the grievance by the Board or the date of the hearing (whichever comes later).

6. If the grievance is not resolved to the grievant's satisfaction and that of the Association at the Board level, the Association may so notify the Board through the Superintendent. Grievances based solely on a claimed reprimand and/or discharge may be submitted to arbitration within forty-five (45) days following the decision rendered by the Board. All other grievances are non-arbitrable. The following procedure will be used to secure the services of an arbitrator:
 - a. Either party may request the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
7. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from, the Agreement between the parties. The decision of the arbitrator shall be final and binding. In deciding grievances, the arbitrator shall be without power or authority to make any decision contrary to, or inconsistent with, or modifying or varying in any way, to the terms of the Agreement or of applicable law. Only the Board and the aggrieved or his/her representative shall be given copies of the arbitrator's award.

8. The parties shall be responsible for all costs incurred by each and only the fee and expenses, if any, of the arbitrator shall be shared by each party paying one-half.
9. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided adjustment is not inconsistent with the terms of this Agreement. The employees, administrators and/or the Board may have the representatives of their choice in attendance at the Superintendent's level and at all subsequent levels of the grievance procedure.
10. All documents, communications and records dealing with the processing of a grievance shall be filed in a grievance file and shall not be kept in the personnel folder of any of the participants.
11. Failure at any step of this procedure by the Board or administrator to communicate the decision on a grievance within the specified time limits shall be deemed a denial and shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
12. No reprisals of any kind shall be taken by either party as a result of action taken under this Article of the contract.

ARTICLE XIX

SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or

applications shall continue in full force and effect, and the parties shall renegotiate any such invalidated provisions.

ARTICLE XX


DURATION OF AGREEMENT

The term of the contract shall be three (3) years, and shall be effective as of July 1, 2017 through June 30, 2020, with negotiations commencing no later than October 1, 2019 for a successor Agreement. This Agreement shall remain in effect until a successor Agreement is negotiated.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

SHREWSBURY BOROUGH
EDUCATION ASSOCIATION

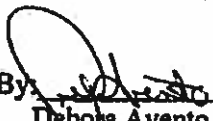
By: 
John Rooney, President, SBEA

By: 
Secretary

Dated: 11/26/19

SHREWSBURY BOROUGH
BOARD OF EDUCATION

By: 
Pamela Hemel, President

By: 
Debora Avento, Board Secretary

SCHEDULE A

**SHREWSBURY BOROUGH SCHOOL LICENSED
DAY CUSTODIAN SALARY GUIDE**

A. Based on 40 hours/week and 52 weeks/year (2080 hours/year).

B. Salary:

1. The following salary increases apply to base salary only (not longevity, stipends, or other contractual rates, except as otherwise designated in this Agreement). The salary increases are inclusive of increment. Salary increases shall be at straight line percentages on the preceding year's base salary for the duration for this agreement.

Effective 7/1/2017: 5.00%

Effective 7/1/2018: 5.00%

Effective 7/1/2019: 5.00%

2. Effective 7/1/18, Minimum starting salaries shall be as follows:

Custodial: \$28,000

Maintenance: \$31,000

3. Current Custodial/Maintenance team members as of the signing of the Memorandum of Agreement (10/17/17) will receive an adjustment up to the minimum starting salary and an adjustment for skill set and years of experience in district in year one only, prior to the application of the annual agreed upon percentages as per the attached schedule.
4. Effective July 1st, 2017, at the discretion of the Administration, an additional amount of up to \$500 may be added to the starting salary for any new employee for each 3 years of documented experience or additional skill sets. The additional amount may be awarded at the time of hire or after a 3 month probationary period. However, no new hire may be hired at a salary rate higher than the current Custodial/Maintenance team salaries.

5. At the digression of the Administration, a bonus incentive of up to \$500 may be awarded annually (at the end of the school year) to each of the Custodial/Maintenance Unit employees that will be based on the employee's evaluation, initiative, attendance and attitude.

C. The stipend for Black Seal License shall be:

2017-2018: \$475
2018-2019: \$475
2019-2020: \$475

D. Longevity:

After 15 years in District \$450
After 18 years in District \$400 (additional)
After 21 years in District \$300 (additional)