

5837

6/30/2000

Grand Ledge Public School

MASTER AGREEMENT

BETWEEN

GRAND LEDGE BOARD OF EDUCATION

AND

**GRAND LEDGE FOOD SERVICE UNIT III,
MEA/NEA**

NOVEMBER 1, 1998 - JUNE 30, 2000

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PREAMBLE

WHEREAS, the Board has an obligation, pursuant to Act 336 of the Michigan Public Acts of 1965 as amended, to negotiate with representatives of its employees with respect to hours, wages, terms, and conditions of employment, and

WHEREAS, the parties have reached certain understandings through extended and deliberate professional negotiations, it is hereby agreed as follows:

AGREEMENT

This Agreement entered into by and between the Board of Education of the Grand Ledge Public Schools, Grand Ledge, Michigan, hereinafter called the "Board," and the Grand Ledge Food Service Unit III, MEA/NEA, hereinafter referred to as the "Union."

ARTICLE 1 - RECOGNITION

Section A - The Board hereby recognizes the Michigan Education Association (MEA) as the exclusive bargaining representative, as defined in Section II of Act 336, Public Acts of 1965, for non-supervisory school personnel employed by the Board as follows:

1. Unit III - All Food Service Personnel

Section B - Nothing contained herein shall be construed to deny or restrict any individual employee's rights he/she may have under the Michigan General School Laws or the right of the individual employee to confer with and raise issues or problems with appropriate supervisory personnel.

Section C - The employee must be working on a regularly scheduled job to be included under this Master Agreement. This shall be interpreted to mean substitutes shall not be covered by this Agreement.

ARTICLE 2 - AID TO OTHER UNIONS

The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 3 - GENDER

Reference to the male gender shall apply equally to the female gender and vice versa.

ARTICLE 4 - NON-DISCRIMINATION

This Agreement shall be applied uniformly to all eligible members of this bargaining unit by the Employer and the Union. There will be no discrimination with respect to conditions of employment.

ARTICLE 5 - EMPLOYEE RIGHTS

Section A - The Union and its members shall have the right to use building facilities for meetings at such hours that do not interfere with the regular program of the school or any other activities that had previously been scheduled and approved by the Board or its representatives and subject to housekeeping aspects of the Building Use Policy as adopted by the Board. Bulletin boards in lounges and workrooms shall be made available to the Union and its members.

Section B - The Board agrees to make available to the Union for viewing and reproduction all pertinent information considered to be public in nature concerning the financial resources of the district, tentative budgetary requirements and allocations, and such other appropriate information as will assist the Union.

Section C - Duly authorized representatives of the Union and their respective affiliates shall be permitted to transact official local Union business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

Section D - Members of the Union designated by the Union to attend a function of the State Association, such as conventions or educational conferences, shall be allowed time off with pay to attend such conferences and/or conventions. No more than five (5) members shall be allowed to attend such conventions or conferences at any one time. No more than two (2) members from one (1) classification will be allowed to attend such conventions or conferences at any one (1) time. No more than five (5) such days shall be used each year by the bargaining unit.

ARTICLE 6 - AGENCY SHOP

Section A - Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union, as established by the Union, for the duration of this Agreement.

Section B - Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment, to

become members of the local, state, and national or pay to the Union each month a service fee in an amount established by the Union for the duration of this Agreement, on or before the thirtieth (30th) day following such effective date.

Section C - Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of the Union or pay the Union each month a service fee as established by the Union for the duration of this Agreement commencing on or before the thirtieth (30th) day following the beginning of their employment in the bargaining unit.

Section D - The Union agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reasons of action by the Board for the purpose of complying with this Article.

Section E - The Employer agrees to deduct from wages of any employee who is not a member of the Union, the Union's service fee, as provided in a written authorization executed by the employee. The written authorization for service fee deduction shall remain in full force and effect during the period of this contract.

Section F - Service fee will be authorized, levied and certified in accordance with the Constitution of the Union. No employee will be terminated during the pendency of any appeal relative to the level of service fee.

Section G - The Employer agrees to provide this service without charge to the Union.

Section H - Notice of current dues will be presented to the payroll office by the first payday of the school year.

ARTICLE 7 - DUES CHECK-OFF

Section A - The Employer agrees to deduct from the wages of any employee all Union dues or fees uniformly required as provided in a written authorization executed by the employee. The written authorization for Union dues or fees deduction shall remain in full force and effect during the period of this contract.

Section B - Dues will be authorized, levied, and certified in accordance with the Constitution of the Union. Dues may vary from member to member based on hours worked.

Section C - The Employer agrees to provide this service without charge to the Union.

Section D - Employees shall be deemed to have complied with the requirement of this Article

if they are not more than thirty (30) days in arrears in payment of the dues or service fee.

Section E. The procedure in cases of non-compliance with the above provision shall be as follows:

1. The association shall notify the bargaining unit member of non-compliance by certified mail, with return receipt requested, explaining to the employee the delinquency in tendering the service fee, specifying the current amount of the delinquency, and warning the employee unless the delinquent service fee is paid or a properly executed deduction form is tendered within fourteen (14) days, the employee will be reported to the school district and a deduction of the service fee will be made from the employee's salary pursuant to applicable law.
2. If the bargaining unit member fails to comply the association shall give a copy of the letter sent to the delinquent bargaining unit member, proof of service and the following written notice to the district at the end of the fourteen (14) day period:

"The Association certifies that _____ has failed to tender the periodic service fee required as a condition of continued employment under the current Master Agreement and demands that, under the terms of the Master Agreement, the school deduct the delinquent service fee from the collective bargaining unit member's salary. The Association certifies the amount of the service fee includes only local, regional, state, and national fees as authorized by law."

3. The district, upon receipt of said notice and request for deduction, shall act pursuant to the above. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The association, in enforcing this provision, agrees not to discriminate between bargaining unit members. No employee will be terminated during the pendency of any appeal relative to service fees. To the extent permitted by law, the district will continue to deduct from the above employee's wages the service fee, while employed by the District.

Section F - The Union shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer or in reliance upon signed authorization cards or lists furnished to the Employer by the Union for the purpose of payroll deduction of dues.

Section G - Employees shall tender the monthly membership dues and/or service fees by signing the official authorization form of the Union.

Section H - When Deductions Begin - Check-off deductions under all properly executed authorization for check-off forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

Section I - Remittance of Dues to Financial Officers - Deductions for any pay period shall be remitted to the designated officer of the Union with an alphabetical list of names of all employees from whom deductions have been made as soon as clerically possible. The Employer shall also indicate the amount deducted and notify the Union of the names and addresses of employees who, through their employment status, are no longer subject to deductions.

ARTICLE 8 - UNION REPRESENTATIVE

Section A - The Union shall be represented by the Grievance Representative and the Grievance Committee chosen by the Union.

The Board shall be notified at the beginning of each school year of the names of the Grievance Representative and the Grievance Committee.

Section B - If Union Representative(s) are required by the Employer to attend grievance hearings or meetings when regularly scheduled to work, they will be reimbursed for such lost time by the Employer.

ARTICLE 9 - HOLIDAYS

Section A - Holidays for Food Service employees are delineated in "Appendix A."

Section B - Food Service employees working on any of the designated holidays, at the request of their supervisor, shall be paid time-and-one-half (1-1/2).

Section C - Snow Days - When school is declared closed due to inclement weather, heating problems, road conditions or other problems that may arise, employees will work at the request of their immediate supervisor. Leave days will not be deducted when employees do not work and all employees will receive their regular pay on such days. In addition, if any employee works on such days, he/she shall receive additional hours of leave time equal to the number of hours which he/she works on such days, but in any case not more than five (5) days per year. To the extent that such days may not be counted as days of pupil instruction for purposes of receiving State Aid, then such days shall be rescheduled subject to the provisions herein in order to ensure 180 days of student instruction and no loss of State Aid to the school district.

Employees shall work on such rescheduled days with no additional wages beyond that which would normally be expected in one (1) school year. The particular dates on which lost instruction days will be made up shall be according to the Teachers' contract. It is understood that employees who have been required to work on days when school is closed, owing to the conditions cited above, shall receive an extra day's pay for each day they work on "student make-up days."

Section D - If an individual building is closed, employees in that building will work at the request of the Executive Director of Operations with no additional compensation beyond what they normally would have received. In such cases, all affected employees will be required to work if any affected employees are required to work.

ARTICLE 10 - DISCIPLINE AND DISCHARGE

Section A - No employee who has acquired seniority status shall be disciplined or discharged without just cause. Normally, employees shall not be disciplined in public or in the presence of other workers.

Section A1 - Due Process - Prior to imposing discharge or suspension (except in cases of gross misconduct) on an employee who has acquired seniority status, the Employer shall notify the affected employee and the local Union President of the charges, contemplated action and the date, time, and place of hearing concerning same. The employee shall have the right to request Union representation but in no event will the hearing be held later than seventy-two (72) hours from notification.

Section A2 - The Local president shall be notified when an employee who has not acquired seniority status is suspended or discharged.

Section B - Notice of Discharge or Discipline - The Board agrees promptly upon the discharge or discipline of an employee who has acquired seniority status to notify the Union representative in the unit of the discharge or discipline.

Section C - The discharged or disciplined employee who has acquired seniority status will be allowed to discuss his/her discharge or discipline with the Union representative of his/her unit, and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer.

Section D - Appeal of Discharge or Discipline - Should a discharged or disciplined employee who has acquired seniority status consider the discharge to be improper, a complaint shall be presented in writing through the Union representative to the Employer within two (2) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after reviewing the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to Level Two of the Grievance Procedure. There shall be no recourse through the grievance procedure for discipline or discharge of an employee who has not acquired seniority status unless said action is taken against such employee because of union activity.

Section E - In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously, nor impose discipline on an employee for falsification of his/her employment application after a period of two (2) years from his/her date of hire.

ARTICLE 11 - PROBATIONARY EMPLOYEES

Section A - Employees hired into the bargaining unit shall be considered probationary for the first forty-five (45) working days of their employment.

Section B - There shall be no seniority among probationary employees.

Section C - After the employee has completed the probationary period for his/her classification, he/she shall be entered on the seniority list of the unit and shall rank for seniority from his/her original date of hire.

Section D - The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article 1 of this Agreement, except for discharge for other than Union activity.

Section E - All benefits not specifically excluded by this Agreement shall begin with the first day of work. It is understood that probationary employees will receive no insurance benefits for the first thirty (30) days of employment.

ARTICLE 12 - NO STRIKE CLAUSE

Section A - The Union and Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

ARTICLE 13 - PROTECTION OF EMPLOYEES

Section A - Legal and Physical - Liability insurance carried by the Board shall protect all employees against civil suits brought against them growing out of the exercise of their regular duties.

Section B - All cases of accidents, injury, or assault involving employees or students growing out of the exercise of employee duties or school activities shall be reported to the building principal or the Executive Director of Operations promptly. At the request of the employee,

the Employer will provide, at no cost to the employee, reasonable access to legal counsel to advise the employee with respect to any such assault on the employee.

Section C - Complaints by parents or students directed toward employees shall be called to the attention of the employee as soon as possible.

ARTICLE 14 - GRIEVANCE PROCEDURE

Section A - A grievance is defined as, and limited to, an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement. Any member or members of the Union or a representative may file a grievance.

Section B - The term "days" shall be defined as days when bargaining unit members are scheduled to work when school is in session and Monday through Friday, excluding holidays, during the summer. The number of days at each level are maximum. The time limits may be extended by mutual written agreements.

Section C - The grievance shall be submitted in writing and shall include the following:

1. A statement of the facts alleging the violation.
2. The specific Article or Section of this Agreement which is alleged to have been violated.
3. The specific relief which will resolve the grievance.
4. The name(s) of the aggrieved party.
5. Appropriate transmittal signatures and dates.

Section D - Informal Procedure - Prior to initiating formal grievance procedures, the aggrieved party shall attempt to seek resolution with the appropriate supervisor.

Section E - Formal Procedure:

LEVEL ONE - Supervisor's Level: Within five (5) days of the alleged violation of this Agreement or of the grievant's knowledge of its occurrence, whichever is first, the aggrieved party shall submit a written grievance to the Executive Director of Operations. Within five (5) days of receipt of the written grievance, the Executive Director of Operations shall schedule a Level One hearing. In the event a Level One hearing is not scheduled within the five (5) day limitation, Level One shall be waived and the grievance referred to Level Two.

Within five (5) days of the hearing on the grievance, the Executive Director of Operations shall render a decision in writing, transmitting a copy to the Union, the aggrieved party, and the Superintendent or designee.

LEVEL TWO - Superintendent's Level: If the decision of the Executive Director of Operations is not satisfactory to the grievant, the Union, within five (5) days of receipt of the

Executive Director of Operations' decision, shall transmit to the Superintendent or his/her designee the Level One decision, and a statement of intent to file at Level Two.

Within ten (10) days of a Level Two grievance, the Superintendent or his/her designee shall schedule a Level Two hearing.

Within five (5) days of the hearing on the grievance, the Superintendent or his/her designee shall render a decision in writing, transmitting a copy to the Union and to the aggrieved party.

Group grievances, or grievances over which the Executive Director of Operations has no control may be started at Level Two, provided they are reduced to writing within ten (10) days of their occurrence or knowledge of occurrence.

LEVEL THREE - In the event the Union is not satisfied with the disposition of the grievance at Level Two, the Union must provide written notice of intent to submit the grievance to arbitration within fifteen (15) days after receipt of the decision in Level Two.

After receipt of a notice of intent to arbitrate, the parties shall meet in an attempt to agree on an arbitrator. If the parties are unable to mutually agree on an arbitrator, then the Union may submit the matter to the Michigan Employment Relations Commission or American Arbitration Association requesting that an arbitrator be selected with their assistance and under their rules. All arbitral proceedings shall be conducted in accordance with the rules established by the American Arbitration Association.

The arbitrator shall have no power to amend, alter, or modify this Agreement or any supplementary agreement.

The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and the award shall not be based on other extra contract matters not specifically incorporated in this Agreement.

There shall be no appeal from the arbitrator's decision. It shall be final and binding on the Union, the Board, and on all parties.

The arbitrator shall have no power to establish salary schedules or set or alter hourly rates.

No decision of the arbitrator in any one case shall require retroactive adjustment in any other case.

The expenses of the arbitration proceedings shall be borne equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

Representatives of the Union who are called as witnesses shall not suffer any loss in their regular wages.

The arbitrator shall not be empowered to rule on matters which are subject to applicable federal, state, or civil regulatory procedures. This provision shall not be construed to unreasonably restrict utilization of the grievance procedure.

Section E - Grievances shall be processed from one step to the next within the time limits prescribed in each of the steps. Any grievance upon which a disposition is not made by the Employer within the time limits prescribed or any extension which may be agreed to shall be deemed settled on the basis of the Union's demand. Any grievance not carried to the next step by the Union within the prescribed time limits, or any extension which may be agreed to, shall be automatically closed upon the basis of the Employer's last disposition.

Section G - Employees shall be allowed representation at all levels of the Grievance Procedure by authorized Union Representatives as provided under the Public Employment Relations Act.

ARTICLE 15 - VACANCIES, TRANSFERS AND PROMOTIONS

Section A - A vacancy shall be defined as a newly created position or a present position that is not filled and which the Employer intends to fill. If a vacancy can be filled by the recall of a laid off employee to the position he/she was laid off from, said vacancy shall not be posted.

Section B - All vacancies shall be posted in a conspicuous place in each building of the district for a period of five (5) workdays, except as provided below. Said posting shall contain the following information:

1. Location of work.
2. Starting date.
3. Rate of pay.
4. Hours to be normally worked; normal starting and ending times.
5. Classification(s).
6. Minimum qualifications.

Nothing in the posting shall imply any restrictions on management's right to change schedules and/or flex time to meet the needs of the district.

During the school year, copies of postings will be sent to the local Union President prior to posting. Interested employees may apply in writing to the Superintendent, or designee, within the five (5) day posting period. Postings shall be mailed to any bargaining unit member who is on an approved leave of absence that is not scheduled to extend more than twenty (20) work days beyond the starting date of a posted position. The employee must provide stamped, self addressed envelopes for that purpose.

Any vacancies that arise after the end of the scheduled work year for food service employees, but before the beginning of the next scheduled work year for food service employees, shall be posted and mailed to all bargaining unit members prior to the beginning of the work year

along with the "Welcome Back" letter and tentative work schedules. The application deadline for these postings shall be ten (10) calendar days after the mailing date.

Section C - Vacancies within the bargaining unit shall be filled on the basis of seniority and qualifications. For purposes of interpretation, where qualifications are essentially equal between applicants, seniority will prevail. Should no member of the bargaining unit apply for and be granted the vacancy, the Employer will fill said vacancy by an individual who can demonstrate his/her ability to do the work.

Section D - Within ten (10) work days after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Union. In the event the senior applicant is denied the position or fails during the trial period, reasons for the denial or failure shall be given to the local Union President.

Section E - In the event of promotion in the department, the employee shall be given a thirty (30) work day trial. The Employer shall give the promoted employee reasonable assistance to enable him/her to perform up to Employer standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected employee, the employee shall be returned to his/her previous assignment and other employees who may be affected as a result of this return will be displaced accordingly. During any trial period, employees will receive the rate of pay for the job they are performing.

Section F - The aforementioned probationary trial period may be waived with written approval from the Executive Director of Operations, Union President and the probationary employee.

Section G - Involuntary transfers will be minimized and made only for good and sufficient reason. However, no employee who has been involuntarily transferred will realize a reduction in pay. Employees required to work in a higher paying position shall be paid the rate of the higher paying position.

ARTICLE 16 - LEAVES

Section A* - All employees who have successfully completed their ninetieth (90th) day of employment shall be allowed one (1) paid sick day per month of active employment with an unlimited accumulation.

*A day is defined as the length of the employee's regularly scheduled work day. A change in an employee's regularly scheduled work day will require a recalculation of the accumulated sick leave. For example, an employee who has accumulated twenty (20) days of sick leave working a four (4) hour day is changed to a regularly scheduled eight (8) hour work day, now this employee would have eighty (80) hours of sick leave worth ten (10) days sick leave accumulation in the new eight (8) hour position.

Section B - Accrued sick leave may be used for the following reasons:

1. Personal illness or injury.
2. When the employee is taken ill on the job.
3. Illness in the immediate family.
4. For appointments with doctors or dentists, if they cannot be scheduled at a time other than during the work day.
5. Approved personal leave of no more than two (2) days per year may be used for this purpose. The employee must request such days in writing at least five (5) days in advance, whenever possible.
6. One (1) day funeral leave for aunts, uncles, grandparents.

Section C - To be eligible for sick leave, the employee must notify his/her supervisor in a reasonable time prior to the time he/she is to report to work.

Section D - The Board reserves the right to require a physician's statement upon return from an absence because of illness or injury.

Section E - Upon retirement or resignation from employment, an employee with a minimum of ten (10) years of service shall be paid for all unused sick leave based on one-half his/her current rate. In cases of death, full payment shall be made to the beneficiaries or to the employee's estate if there are no beneficiaries. In no event shall such payments exceed the following percentages of an employee's average annual income from Grand Ledge Public Schools over the last three (3) years of employment:

20 years or more	23%
16 years to 19 years	18%
10 years to 15 years	13%

Section F - At the expiration of accumulated days, an employee may request voluntary health leave without pay, subject to the following Section:

Section G - Other Leaves:

1. Employees may, at the discretion of the Board of Education, be granted voluntary leave, without pay, during any school year for a period of up to one (1) year. All such requests must be submitted in writing and the full conditions of the Agreement must be in writing, including the assignment of the employee upon return, and effect, if any, of the leave on the salary schedule. Seniority will be frozen for voluntary unpaid leaves of more than three (3) weeks in duration.
 - a. Voluntary leaves of three (3) weeks or less in duration may be approved at the discretion of the Executive Director of Operations.

2. Military leave will be granted to any regular employee who may enlist or be conscripted into the military forces of the United States for service or training. Upon return from such leave, within one (1) year of the termination of military service, the employee shall be returned to a comparable position with full credit on the salary schedule for time in military service. The employee must notify the Employer at least fifteen (15) work days of his/her intended return to work.
3. An employee absent from the job to attend an approved meeting shall receive regular pay with no time charged against sick leave.
4. When approved in advance by the Executive Director of Operations, conference costs and travel expenses at the current rate will be reimbursed by the Board. Membership charges shall be the responsibility of the employee unless approved in advance by the Superintendent
5. A medical or disability leave of up to one (1) year shall automatically be granted upon presentation of a doctor's statement certifying the medical necessity of the leave during the work year. The Board reserves the right to require a second opinion before granting a medical leave by a Board-appointed physician at Board expense. Upon return, the employee shall assume his/her former position. For such leaves that last longer than one (1) year or if the former position is abolished, the employee shall return to a vacancy within his/her former job title. Should no vacancy be available, the employee shall be permitted to displace a less senior employee within his/her former job title.

The second opinion will be from a Board-paid physician in the same medical specialty as the employee's doctor. If those two (2) physicians disagree, the parties will choose a third (3rd) physician whose opinion shall be conclusive. The third (3rd) physician shall be paid by the Board unless the employee's insurance covers his/her fee. Provided, however, if the insurance carrier requires a second opinion, the Board shall adopt it as its own.
6. For Board-approved medical leaves, bidding seniority will not be frozen for up to one year.

Section H - Funeral Leave - Paid funeral leave up to three (3) days shall be granted for a death in the immediate family. Immediate family is defined as spouse, brothers, sisters, parents, parent-in-laws, sons, daughters (including stepchildren), grandchildren, or other close relative residing in the employee's household.

ARTICLE 17 - RETIREMENT

Section A - The Grand Ledge Public Schools shall contribute the state-mandated percentage of each employee's salary to the Michigan Public School Employee Retirement system.

Section B - The Board of Education will pay a retirement benefit of thirty dollars (\$30) for each year that an employee has been employed with the Grand Ledge Public Schools at the time of his/her retirement. To qualify for this benefit, the employee must have worked for the Grand Ledge Public Schools for a minimum of ten (10) years.

ARTICLE 18 - GENERAL WORKING CONDITIONS

Section A - The Board agrees to allow members of the Union to utilize the existing telephone facilities. However, long distance charges for non-school business shall be paid by the using employee.

Section B - The Board will make an attempt to provide adequate parking facilities for employee use.

Section C - Employees shall report all conditions they believe to be recognized as hazardous to their health and safety. Further, nothing herein precludes employees from making inquiries or reports to the proper authorities. The Employer agrees to investigate such reported hazards.

Section D - While equipment and tools may vary, the Employer shall normally make available equipment and tools that are essential to completing assigned work.

Section E - Employees may use the minimum physical force necessary to repel a physical assault from a student.

Section F - The Employer shall provide, without cost to the employees, the following:

1. Uniforms as required the Employer.
2. Costs for medical tests and/or check-ups as required, which are not covered by the employee's insurance.

ARTICLE 19 - TEMPORARY ASSIGNMENTS

Section A - A temporary position is one which is not filled because the employee normally holding said position is on or is expected to be on an extended absence or which the Employer does not expect to maintain on a permanent basis for more than ninety (90) days.

Exception - Medical/disability leaves of up to one (1) year shall be considered temporary.

Section B - Temporary positions, as defined in Section A above, shall be first offered by seniority to those employees normally assigned to the same work site at which the temporary vacancy exists. If no such employee accepts said offer, then the temporary vacancy may be filled by a substitute. Further, substitutes may be used for a period longer than ninety (90) days if no such employee volunteers to fill the temporary position.

Section C - Positions open due to daily absence(s) will be offered to the most senior employee working at the same work site where said temporary vacancy exists. The position vacated by a senior employee opting to occupy a position open due to a daily absence will be filled by the next most senior employee at the same work site, continuing down to the position with the least hours. The position with the least hours shall then be filled by a substitute whenever possible.

Section D - Regular employees filling a temporary vacancy will receive from the first day on the temporary assignment, the rate of pay they would receive if permanently assigned to the temporary vacancy for all hours actually worked. In no case, however, will an employee receive less than his/her normal rate of pay while filling a temporary vacancy. After five (5) days in a temporary vacancy, the employee's snow days, holidays, and non-instructional days shall be paid at the rate of the temporary vacancy. All sick leave use will be at the employee's regularly scheduled hours and rate of pay while filling any temporary vacancy.

Section E - Laid off members of the bargaining unit who fill in for absent employees shall be considered "recalled" to employment. Pay for such "recall" positions shall be at the regular rate of pay from the first day. At such time an employee works more than ten (10) consecutive workdays in the same position or any twenty-one (21) consecutive workdays, all rights and privileges of the contract shall accrue. Employees considered to be "recalled" pursuant to this section need not be given a fourteen (14) day notice of layoff therefrom. However, it is understood that such work shall not impair an employee's regular recall rights.

Section F - A regular employee that voluntarily takes a temporary position will be returned to the position he/she occupied immediately prior to taking the temporary position once said temporary position has expired.

ARTICLE 20 - EMPLOYEE SUPERVISOR AND EVALUATION

Section A - Each employee shall be evaluated at least once every three (3) years by the Executive Director of Operations based upon his/her job performance. Employees shall have the right to make a written response and have same attached to any evaluation of record.

The Board agrees that the work performance of probationary employees will be observed, but this in no way alters Article 11, Section D.

Section B - Evaluations and evaluation procedures are not subject to the grievance procedure. It is expressly understood, however, that any discipline resulting from evaluation of any employee's work is subject to the grievance procedure.

ARTICLE 21 - WORK SCHEDULE

Section A - The normal work year for all employees shall be thirty-eight (38) weeks.

Section B - Employees who are regularly scheduled to work four (4) hours per day or more will be allowed a fifteen (15) minute coffee break each day and up to a thirty (30) minute lunch break.

Section C - If a bargaining unit member's time sheet shows that he/she is required to work over fifteen (15) or more minutes each day for two (2) weeks, the Executive Director of Operations will observe the position in the next week to make a determination if the position's hours should be increased on the work schedule or not. The disposition of the Executive Director of Operations is final and not subject to the grievance procedure.

Section D - Should it be determined that a job requires thirty (30) minutes or more extra work per day over its originally scheduled hours, it shall be posted per Article 15.

ARTICLE 22 - OVERTIME

Section A - Time-and-one-half (1-1/2) shall be paid for all hours worked in excess of eight (8) in any one day (midnight to midnight) or in excess of forty (40) hours in any one work week.

Section B - Unless provided otherwise in the Article, Food Service employees called in on Saturdays and Sundays will receive pay at time-and-one-half (1-1/2).

Section C - Overtime earned as provided in Sections A & B herein may be, upon mutual agreement to do so, used as compensatory time. Such compensatory time shall be at time-and-one-half (1-1/2) and shall be taken within two (2) weeks after it has been earned.

Section D - In the event a Food Service employee has worked over eight (8) hours in a day or forty (40) hours in a week and is called in to work for hours outside his/her normally scheduled hours, said employee shall be paid for a minimum of two (2) hours at the rate of time-and-one-half (1-1/2) his/her regular hourly rate. Food Service employees will work extra hours before or after their regular workday at their regular hourly rate up to eight (8) hours per day, except banquet work.

Section E - Extra work (i.e., work that is done during time that is in addition to the employee's regularly scheduled hours) shall be assigned to the regular employees in the kitchen where the extra work is to be done. Such extra work shall be assigned by the kitchen

manager from the "Extra Work Chart" established by each kitchen manager at the beginning of each school year. In kitchens where there are no managers, bargaining unit members shall equally share any extra work on a mutually agreeable basis between the employees.

Employees who volunteer shall be placed on the "Extra Work Chart" on the basis of seniority. Extra work shall be first offered to the most senior employee who is qualified to do the activity who was not previously offered such extra work and who is still at the site. If all employees still at the site refuse the extra work, the employee having the least seniority (and still at the site) may be assigned said extra work.

Section E - For the purpose of computing benefits under this Agreement, paid vacation days, sick days, funeral leave, jury duty, and paid personal leave shall be considered as hours worked.

ARTICLE 23 - BANQUETS

Section A - Food Service employees will be paid additional compensation at the rate of \$2.50 per hour for school groups and \$3.00 per hour for non-school groups for banquet work beyond the regular workday. Also, all Food Service employees who want banquet work will be provided that opportunity. Banquet work will be put up for bid on a seniority rotation basis, with those employees who decline said work going to the bottom of the list.

1. Banquet work within the Grand Ledge School District will be offered to all Food Service employees that indicate, in writing, a desire to perform such work. The Management will provide, at the start of each school year, a sign-up form for this purpose and distribute a copy of the form to each employee.
2. Using these forms, a flow-chart will be established whereby employees that have filled out a form will be contacted for banquet work assignments. Initial assignment on the flow-chart will be established by seniority. Each employee signing up to work, however, will be offered work on a rotating basis. Seniority, in this instance, will be used only for the basis of establishing the order of names on the flow-chart each year. Employees that are offered banquet work on their rotation and choose not to work will forfeit their opportunity for banquet work until their normal rotation.
3. In order to utilize various kitchen facilities in an effective and efficient manner, one person normally assigned to the building where the banquet activity is being prepared or served will be offered the opportunity to work. This will be accomplished by using the rotation schedule that is established and may result in an employee(s) being offered banquet work more frequently than others due to the location of banquet activity.

Section B - If an employee works a banquet in addition to regular work and exceeds eight (8) hours in one day (midnight to midnight) or forty (40) hours in one week, they will receive compensation at the rate of one and one-half (1 1/2) their normal daily rate.

Section C - Food service personnel shall not be responsible for damages found after a group has used kitchen facilities unsupervised.

ARTICLE 24 - SENIORITY

Section A - Seniority shall be defined as all seniority retained by members of the bargaining unit as of December 12, 1983, in addition to all seniority earned as a member of the bargaining unit since that time.

Section B - Accumulation of seniority shall begin on the employee's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one (1) individual employee has the same starting date of work, position on the seniority list shall be determined by casting lots.

Section C - Regular part-time employees shall accrue seniority as a full-time employee. Probationary employees shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work.

Section D - The Employer shall prepare, maintain, and post an official seniority list. The initial seniority list shall be prepared within thirty (30) days after the effective date of this Agreement, with revisions and updates prepared and posted annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Union President.

Section E - Seniority shall be lost by an employee upon termination, resignation, or retirement. Effective May 31, 1984, employees transferring to a non-bargaining unit position shall retain earned seniority while outside the bargaining unit.

Section F - Seniority of employees on voluntary unpaid leaves of absence of more than three (3) weeks shall have their seniority frozen for the duration of such leaves. Employees on approved medical or military leaves of absences shall continue to accrue seniority during said leave.

Section G - Employees on layoff shall retain and accrue their seniority for purpose of recall.

ARTICLE 25 - LAYOFF AND RECALL

Section A - Layoff is defined as a reduction of the work force. If layoff becomes necessary, it shall be conducted in the following manner:

1. Temporary employees.
2. Probationary employees.
3. Remaining employees beginning with the least senior.

Section B - Senior employees affected by a layoff or elimination of position shall have the right to bump the least senior bargaining unit member in an equal or next lesser position (classification) for which they are qualified. The Executive Director of Operations reserves the right to require a thirty (30) day probationary period as stated in Article 15, Section E.

Section C - In the event of a reduction of hours, the entire position to be so reduced shall be eliminated and a new position shall be posted. Layoff provisions herein shall apply, except that the notice period for elimination of a position to facilitate a reduction of hours in said position may be reduced to five (5) working days. (An employee may voluntarily accept a reduction in his/her work hours without the position being subject to posting.)

Section D - Employees to be laid off shall be given a written notice at least fourteen (14) days prior to the effective date of the layoff.

Upon request, the Employer shall provide to the Union President a list of those employees to be laid off at the same time the notices are issued to the employees.

Section E - Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given at least five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work, providing the employee reports within the five (5) day period. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall forfeit his/her seniority rights.

Section F - A laid-off employee shall, upon application, be granted priority status on the substitute list according to his/her seniority.

Section G - Laid-off employees shall be recalled in reverse order of layoff to any position for which they are qualified.

Section H - For the purpose of layoff and recall only, up to three (3) identified officers of the Union shall assume the highest seniority ranking.

ARTICLE 26 - JURY DUTY

An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular salary.

ARTICLE 27 - MISCELLANEOUS

Section A - Upon Business Office approval, the payroll department will make payroll deductions upon written authorization from employees for annuities, credit union, savings bonds, charitable donations, or any other plans or programs.

Section B - This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. All future individual employee agreements shall be made expressly subject to the terms of this Agreement.

Section C - Upon request from the Union, the Board shall provide, at no cost, a maximum of ten (10) copies of this Agreement.

Section D - If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Upon the request of either party, the parties shall negotiate for purposes of possible agreeing to a replacement provision at reasonable times and places.

Section E - When an employee is absent, a substitute will be obtained whenever possible.

Section F - Mandatory Meeting Pay - Mandatory meetings requiring the employee to report to the school shall provide employees with a minimum of one (1) hour's pay, or the actual time of the meeting, whichever is greater. Employees required to attend meetings during their regularly scheduled working hours shall receive their regular pay only. An employee must attend scheduled meetings if held prior to 2:00 p.m., unless excused by the Executive Director of Operations.

Section G - This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the Union. This Agreement is subject to amendment, alteration, or additions, only by a subsequent written agreement between, and executed by, the Board and the Union. The waiver of any breach, term, or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

Section H - The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section I - Employees shall be reimbursed at the rate established for all other employee groups by the Board while using personal vehicles on the job.

ARTICLE 28 - RATES FOR NEW JOBS

When a job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union of the classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiation.

ARTICLE 29 - INSURANCE

Section A - Worker's Compensation - Any employee who is injured in the line of duty shall receive such compensation and expenses as are prescribed by the Worker's Compensation Law of the State of Michigan.

Section B - Pursuant to the authority as set forth in the Michigan School Code, Section 1255 (380.1255 M.S.A. 15.41255), the Board agrees to provide the following payment toward fringe benefits.

Section C - Employees regularly scheduled to work twenty (20) or more hours per week in 1997-98 shall receive \$144.27 per employee per month to be applied toward MESSA Super Care I or toward the defined dental program or non-taxable options as available through MESSA or cash. In 1998-99 this amount shall be increased to \$148.60 per eligible employee per month and in 1999-2000 to \$153.06 per eligible employee per month. Increases shall be effective July 1 of each school year. The appropriate amounts will be paid retroactively to July 1, 1997 and July 1, 1998.

Section D - The dental plan is SET, Inc. - Ultra-Dent 293-04.

Section E - Employees working at a regularly scheduled daily job less than twenty (20) hours per week, but at least ten (10) hour per week, shall be eligible for up to \$66.05 per month paid

by the Board to be applied toward the defined dental program or non-taxable options as available through MESSA or cash. For 1998-99, the Board subsidy will be increased to \$68.03 per month. For 1999-2000, the Board subsidy will be increased to \$70.07 per month. Increases shall be effective July 1 of each school year. The appropriate amounts will be paid retroactively to July 1, 1997 and July 1, 1998.

Section F - The Board agrees to provide the above-mentioned subsidies for programs within the underwriting rules and regulations as set forth by the carrier in the Master Contract held by the policyholder.

Section G - The employer will implement a cafeteria plan in compliance with the Section 125 of the Internal Revenue Code like the plan agreed to by the Grand Ledge teachers.

ARTICLE 30 - MANAGEMENT RIGHTS

Section A - In order to carry out its responsibility for the development and operation of education programs providing the best possible educational opportunity for the Grand Ledge School District consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law, including by way of illustration, and not by way of limitation, the following:

1. The supervision, direction, and control of the management and administration of the school system, its properties and facilities.
2. The right to hire all employees and subject to the provisions of the law to determine their qualifications, to discharge, demote or otherwise discipline employees for reasonable and just cause and to promote and transfer employees.

Section B - The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provision of the Agreement.

ARTICLE 31 - NEGOTIATION PROCEDURES

Section A - This Agreement may be extended only by mutual, written consent of both parties.

Section B - Both parties agree to enter into negotiations on a new Agreement on wages, hours, and other conditions of employment at least thirty (30), and not more than ninety (90) days, prior to the expiration of this Agreement.

Section C - The provisions of this Agreement shall constitute a binding obligation on the parties for the duration hereof or until changed by written, mutual consent. Any previously

adopted policy, rule, or regulations of the parties which are in conflict with a provision of this Agreement shall be superseded and replaced by the Agreement.

ARTICLE 32 - SCHOOL IMPROVEMENT

Section A - A School Improvement Plan shall be defined as a plan, program or process required under Section 1277 of the School Code of 1976 (1990 P.A. 25) or corresponding provisions of the State School Aid Act, 1979 P.A. 94, as amended.

Section B - Recommendations made by any site-based committee at the building level shall not violate any of the rights secured to the Board or the Association under this Agreement.

Section C - Any provision(s) of a SIP or applications thereof affecting the wages, hours, and/or terms and conditions of employment, or the impact of any wages, hours and/or terms and conditions of employment of any bargaining unit member must be ratified by the Board and the Association prior to being implemented.

Section D - Individual membership in SIP/BET shall be voluntary.

Section E - Employees will be paid for SIP/BET meetings which they are required to attend, which are held during the employee's regular working hours.

Section F - Participation or non-participation in SIP/BET shall not be used as criteria for evaluation, discipline or discharge.

Section G - Areas identified for school improvement planning are not intended to extend beyond the scope of the traditional decision-making authority of building level administrative staff.

ARTICLE 33 - DURATION OF AGREEMENT

This Agreement shall be effective as of November 1, 1998 except as otherwise stated herein and shall continue in effect until June 30, 2000.

For the Union:

Karen Sherwood

For the Board of Education:

Dated this _____ day of _____, 1994.

APPENDIX A

I. REQUIREMENT

Food Service employees shall be responsible for preparation and serving of hot lunches. All Food Service employees shall submit evidence of good health. All Food Service employees are expected to observe the same rules and regulations relating thereto as are required of all school personnel.

II. WORK SCHEDULE

Hours of employment for each individual employee shall be determined by the Executive Director of Operations. Review of an employee's hours will be granted upon request.

When schools are closed because of an emergency, an effort must be made to take care of Food Service needs (such as prepared food).

Food Service employees shall be eligible to be paid for at least one-hundred-eighty-nine (189) days, which shall include all student attendance days, up to six (6) holidays occurring on Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, President's Day (unless scheduled as a student attendance day in which case the employees will receive another day off or additional pay for the day), and Memorial Day, and up to two (2) non-instructional days as defined in the teachers' contract. On two (2) of these non-instructional days, employees shall be required to work.

In order to receive pay for any holiday;

1. The holiday must fall between the first day of work and the last day of work within any school year calendar and work schedule of the employee,
2. The employee must normally be scheduled to work the day on which the paid holiday is observed. For example, for an employee to be paid the Friday after Thanksgiving, the employee must have a work schedule that includes working on Fridays. There is no intent to refuse an employee holiday pay for Christmas Day if December 25 falls on a Saturday or Sunday. The holiday pay will be for a Friday or Monday.
3. The employee must work the last scheduled workday preceding the holiday and the first scheduled workday following the holiday. An employee who is absent on a paid leave day shall be considered to have worked the day.

III. RESIGNATION AND RETIREMENT

Notice of resignation or retirement shall be made in writing to the Assistant Superintendent of Human Resources at least two (2) weeks prior to date of resignation or retirement.

IV. WAGE SCHEDULE

A. All wages will be effective from the first day of employment of the contract year.

	1st Year	2nd Year	3rd Year	4th Year	5th Year
<u>Central Kitchen Manager</u>					
1997-98	10.63	10.93	11.23	11.53	11.82
1998-99	10.84	11.15	11.45	11.76	12.06
1999-00	11.06	11.37	11.68	12.00	12.30

Food Service Delivery/Cust. Person

1997-98	10.91	11.09	11.39	11.68	11.99
1998-99	11.13	11.31	11.62	11.91	12.23
1999-00	11.35	11.54	11.85	12.15	12.47

High School Manager

1997-98	10.11	10.41	10.71	11.01	11.30
1998-99	10.31	10.62	10.92	11.23	11.53
1999-00	10.52	10.83	11.14	11.45	11.76

Beagle Group Leader

1997-98	9.60	9.89	10.19	10.49	10.78
1998-99	9.79	10.09	10.39	10.70	11.00
1999-00	9.99	10.29	10.60	10.91	11.22

Central Kitchen First Cook - Oven Roasting and Scratch Baking

1997-98	9.21	9.50	9.79	10.09	10.39
1998-99	9.39	9.69	9.99	10.29	10.60
1999-00	9.58	9.88	10.19	10.50	10.81

Secondary School Prep Cook - Scratch Food Preparation, Major Baking & Serving

1997-98	8.71	9.00	9.30	9.60	9.89
1998-99	8.88	9.18	9.49	9.79	10.09
1999-00	9.06	9.36	9.68	9.99	10.29

Satellite Food Handler - Minor Bake Off, Serving and Dishwashing

1997-98	8.14	8.45	8.73	9.02	9.32
1998-99	8.30	8.62	8.90	9.20	9.51
1999-00	8.47	8.79	9.08	9.38	9.70

B. Wage Schedule Guide

1. Any employee transferring to another position at a different pay rate shall be paid the rate for the new position that is in the column in which he/she is being paid at the time of the transfer.

2. The Executive Director of Operations may grant experience credit to new hires at his/her discretion.

C. Longevity - Longevity pay shall be added to the bargaining unit member's base hourly wage and shall be determined by the number of complete years of experience as a regular Food Service employee in the Grand Ledge Public Schools as follows:

- 1. 5 years- \$.10/hour in addition to regular hourly wage
- 2. 10 years- \$.15/hour in addition to regular hourly wage
- 3. 15 years- \$.20/hour in addition to regular hourly wage
- 4. 20 years- \$.25/hour in addition to regular hourly wage

APPENDIX B - BREAKFAST POSITIONS

Section A - Breakfast program positions are covered under the language in Appendix B. The wages for such positions shall be as indicated herein.

Section B - Breakfast positions shall be posted for bidding to all members of the bargaining unit. Positions shall be awarded on the basis of seniority among employees able to complete breakfast work so as it would not interfere with their regularly scheduled hours or their regularly scheduled duties. Should no bargaining unit member apply for a breakfast position, the employer will fill the position by an individual who can demonstrate his/her ability to do the work.

Section C - The classification for breakfast positions shall be considered Food Handler regardless of other positions or classifications the employee may already hold. If a breakfast position requires baking and/or food preparation, the classification shall be changed to Prep Cook.

Section D - Employees awarded breakfast positions shall be compensated only for the time posted and not for any time that elapses between their regularly scheduled position and the breakfast position.

Section E - Breakfast positions shall be considered separate and distinct from all other positions an employee may already hold. Therefore, holding a breakfast position will not entitle an employee to breaks or increases in his/her benefit package unless a breakfast position alone should exceed twenty (20) hours per week or four (4) hours per day.

Section F - Employees holding breakfast positions shall be expected to work and be compensated for their scheduled breakfast hours on half days of school when students are present. In addition, they will continue to fulfill and be compensated for their scheduled cleaning or meeting day duties as requested by the Executive Director of Operations.

Section G - Employees holding breakfast positions shall not work or receive breakfast wages for the following days:

1. Days called off by the Superintendent for inclement weather or building problems.
2. Weather delayed school hours (no breakfast served in the elementary; breakfast and a la carte only if convenient and not conflicting in secondary).
3. Holidays.
4. Sick days. (Accumulated sick leave may not be used for breakfast positions hours)

Section H - Breakfast positions open due to a daily temporary absence shall be filled by the next senior employee available to work the site where the absence occurs. Should no such employee exist, the Executive Director of Operations will make arrangements for a substitute.

Section I - Should a breakfast position be eliminated, the employee shall not retain the position or the hours. Whenever possible, a two (2) week notice will be provided to the employee and the bargaining unit by the Executive Director of Operations in the event of a position being eliminated.

Section J - All positions left vacant by an employee's retirement or resignation shall be posted separately. Should an employee bid on and be awarded a position that would conflict with his/her breakfast duties, said breakfast position shall be forfeited and it shall be posted after the thirty (30) work day trial period. (See Section E of Article 15 Vacancies, Transfers and Promotions)

Section K - Hourly wages for breakfast positions shall be Step 1 of the Satellite Food Handler wage schedule per Appendix A, IV - Wage Schedule. Longevity pay will not be added to this wage.