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**Contract Database Metadata Elements**

Title: **Canandaigua City School District and Food Service Employees' Association, Canandaigua City School District Food Service Negotiating Unit (1998)**

Employer Name: **Canandaigua City School District**

Union: **Food Service Employees' Association, Canandaigua City School District Food Service Negotiating Unit**

Local:

Effective Date: **07/01/98**

Expiration Date: **06/30/01**

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Canandaigua City School District And  
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AGREEMENT

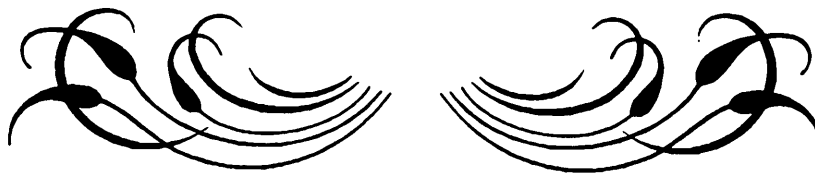
between

THE SUPERINTENDENT OF SCHOOLS OF THE CITY SCHOOL  
DISTRICT OF THE CITY OF CANANDAIGUA

and

THE CANANDAIGUA CITY SCHOOL DISTRICT  
FOOD SERVICE EMPLOYEES

JULY 1, 1998 - JUNE 30, 2001



NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD  
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EXECUTIVE DIRECTOR

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**I. DURATION**

This Agreement shall become effective July 1, 1998 and continue until June 30, 2001

**II. RECOGNITION**

The Canandaigua City School District hereby recognizes the Food Service Employees' Association as the exclusive bargaining representative of the Food Service Negotiating Unit. The Food Service Negotiating Unit consists of all food service workers.

**III. DEFINITION**

Full-time food service workers are those whose regular work schedule is five (5) hours or more per day.

Part-time food service workers are those whose regular work schedule is less than five (5) hours per day.

Food service workers include, for the purpose of this Agreement, all kitchen staff, such as cook/manager and food service helper, and other approved civil service titles that may be identified.

**IV. PERSONAL SICK LEAVE**

- A. Newly employed full-time and part-time Food Service Worker Unit personnel will earn one paid sick leave day for each month worked for the first five months of employment. After five months of employment, sick leave benefits will accrue as stated below. Paid sick leave benefits are not to exceed a total of (ten) 10 days for full-time employees, and (five) 5 days for part-time employees during the first year of employment.
- B. Full-time food service workers may accrue sick leave at the rate of 10 days per year at full pay. Part-time food service workers may accrue sick leave at the rate of 5 days per year. Unused sick leave may be accumulated up to 150 days for full-time and 100 days for part-time food service workers.
- C. In the event that a full-time food service worker accumulates more than 150 days the district agrees to pay \$10.00 for every day above 150. This payment may be received in cash or set aside for the payment of the cost of future health insurance benefits. Unit members must annually inform the district, in writing, of their choice of payment. Once this choice is made, it may not be rescinded.
- D. Each full-time food service worker shall be allowed two (2) days per year and each part-time food service worker shall be allowed one (1) day per year of leave with full pay for the purpose of transacting or attending to personal, legal, business or family matters which require absence during working hours. Such leave shall be available for reasons of hardship or pressing need, such as a personal legal matter, attending a

**SCHOOL FOOD SERVICE AGREEMENT -- JULY 1, 1998-JUNE 30, 2001**

1 graduation or wedding ceremony of a son or daughter or other similar matters. It is  
2 understood that this listing of permissible uses of personal leave is not meant to be  
3 exhaustive, but merely a guide to the types of absence contemplated by this section.  
4 The leave shall not be used merely for personal convenience or pleasure or on matters  
5 such as shopping, hunting, vacations, or similar purposes. Except in emergencies, the  
6 Unit member shall give the Administrative Head of Food Service written notice on the  
7 form provided to take such leave at least two (2) school days prior to the day of the  
8 proposed absence. It is not necessary to indicate the specific reason for taking such  
9 leave, but it shall be indicated that in the Unit member's opinion, the need is pressing  
10 and that the matter cannot be satisfactorily dealt with at a time other than during normal  
11 working hours.

- 12
- 13 E. A notification form may be obtained from the cook/manager in each building.
- 14
- 15 F. "Notification for Personal Leave" form is shown in Appendix A.
- 16
- 17 G. Full-time employees shall be allotted ten sick days plus two personal business days per  
18 school year. An employee may use all twelve as sick days or one as a personal  
19 business day and eleven as sick days or two of the twelve as personal business days and  
20 ten as sick days. Further, full-time Unit members may use up to four days as family  
21 illness days. All these days shall be allowed to accumulate as per sub Section B above.  
22
- 23 H. Part-time employees shall be allotted five sick days plus one personal business day.  
24 An employee may use all six as sick days or one as a personal business day and five as  
25 sick days. Further, part-time Unit members may use up to two days as family illness  
26 days. All these days shall be allowed to accumulate as per sub Section B above.  
27
- 28 I. In the event that a Unit member requests and is granted an extended leave of absence  
29 the Unit member must provide a written declaration of their intent to return to work  
30 that specifies the planned date of return.  
31  
32

33 **V. UNIFORM ALLOWANCE**

- 34
- 35 A. The uniform and/or shoe allowance will be limited to \$130 per year for the term of the  
36 contract.  
37
- 38 B. Unit members shall receive payment upon presentation of a properly submitted  
39 statement verifying the purchase. Personnel must submit proof of uniform purchase to  
40 the school before June 1.  
41
- 42 C. In the event the districts fails to provide shirts and aprons, the uniform allowance shall  
43 be increased by the cost of shirts and aprons.  
44

45 **VI. TOWELS**

46

47 The School District General Fund will furnish sufficient towels for use in each building.  
48 The School District General Fund will also assume the responsibility for the washing of  
49 towels.  
50  
51  
52

**VII. HOLIDAYS**

All Unit members will be provided eight paid holidays. These are:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

And one floating holiday to be identified by the Association president by September 15 of each school year. This holiday must be identified as a day when students are not in attendance.

**VIII. NOTICE OF VACANCIES**

The District shall inform the cook/managers in each building of all vacancies within the Unit.

**IX. SENIORITY**

Seniority shall be considered on a District-wide basis. Whenever reductions in staff are necessary, the principle of last-hired, first-to-be-released, will be followed. However, nothing in this provision shall require the promotion of an employee or transfer to a responsibility for which he/she is not considered capable.

**X. RETIREMENT BENEFITS**

- A. The Board of Education has elected the option available under the Retirement System so that unused sick leave may be credited toward the length of service at the time of retirement.
- B. The Board of Education has elected to provide the death benefit option available under the New York State Employees' Retirement System, Section 60b.
- C. All members of this Unit are eligible to participate in the New York State Employees' Retirement Program. All who enroll after March 1, 1976 must contribute 3% of their salary.

**XI. IN-SERVICE TRAINING**

Up to four (4) mandatory in-service training sessions may be held during each school year. Each employee will be required to attend these sessions and will be paid at their regular rate for attendance.

**XII. PHYSICAL EXAMINATION**

Food Service employees may have any required physical examination performed by a physician other than the school physician, but the employee is responsible for any fee charged.

**XIII. BENEFITS STATEMENT**

The Administrative Head of Food Service will provide an individual statement once a year, showing the following: unused sick leave, salary, and hospital insurance paid by the employer.

**XIV. CONTINUATION OF EMPLOYMENT**

**SCHOOL YEARS 1998-99, 1999-2000, AND 2000-2001**

- A. Persons designated to be included in the Food Service Negotiating Unit who were employed during any school year will be assured continuous employment in the same or similar position for the following school year, including periods following school vacations and holidays, unless 14 days notice is given that employment will be terminated.
- B. Persons designated to be included in the Food Service Negotiating Unit who are employed for the first time in any school year, will be assured continuous employment in the same or similar position for the balance of the school year, including periods following school vacations and holidays, unless 14 days notice is given that employment will be terminated.
- C. Customary vacation periods will be observed in accordance with the official school calendar. It is expected that each employee of this Unit will return to work on the first scheduled work day for his/her particular position following each holiday or vacation recess occurring during any school year.

**XV. SAVINGS CLAUSE**

If any provisions 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 not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of the Agreement shall continue in full force and effect.

**XVI. HEALTH INSURANCE**

- A. The District will provide the Non-Monroe County School District's Blue Cross/Blue Shield Plan with the basic prescription rider beginning July 1, 1998. The District will pay 100 percent of the cost for full-time employees, and 50 percent of the cost for part-time. Should an employee elect a different health plan, the employee will pay any difference in premium costs. Employees may use pre-tax dollars to pay this portion of the premium. In order to be eligible for partial payment of health insurance premium, an employee must be employed at least 2-1/2 hours per day. Employees working less than 2-1/2 hours per day may participate, but must pay the full cost of the program.

SCHOOL FOOD SERVICE AGREEMENT -- JULY 1, 1998-JUNE 30, 2001

- 1  
2 B. The District will provide the "Smile Saver Plan I" of the Rochester Blue Shield or an  
3 equivalent. The District will pay 50 percent of the premium cost for Unit members  
4 considered full-time employees and 25 percent of the premium cost for members who  
5 qualify as part-time employees. For the purposes of the Dental Insurance, full-time and  
6 part-time are defined above in this section.  
7  
8 C. Retired Unit members may continue group coverage by assuming full payments  
9 therefore, except as noted below. Full-time Unit members who qualify for New York  
10 State Employees' Retirement benefits upon termination on or after July 1, 1987 will  
11 qualify for a reserve to be established for the purposes of paying health insurance  
12 premiums. This reserve will be computed by multiplying \$10 by the number of unused  
13 sick leave days credited to that individual as of the effective date of retirement.  
14

15 **XVII. EMERGENCY LEAVE FOR CRITICAL ILLNESS**

16 **OR DEATH IN THE IMMEDIATE FAMILY**

- 17  
18 A. Critical illness means a life and death situation which the attending physician considers  
19 sufficiently serious to require the staff member's presence at the bedside of the sick or  
20 injured immediate family member.  
21  
22 B. Immediate family means: husband, wife, children, and any other members of the same  
23 home; father and mother; brothers and sisters; grandfather, grandmother, and  
24 grandchild; father-in-law and mother-in-law.  
25  
26 C. Up to three days absence with pay will be allowed for each critical illness or death in  
27 the immediate family as defined in paragraph "B". For purposes of death in the family,  
28 the definition of family shall be all those listed in paragraph "B" above plus brother-in-  
29 law and sister-in-law. Leave periods described in this paragraph may be extended at  
30 the discretion of the Superintendent.  
31  
32 D. The employee may be asked to present a certificate from the attending physician when  
33 requesting leave for critical illness in the immediate family.

34 **XVIII. SALARY**

- 35 A. The cook/manager or other designated person who must report for work to prevent food  
36 from spoiling on days when school is closed because of inclement weather or other  
37 emergency, will be paid for a minimum of 1-1/2 hours.  
38  
39 B. Food service staff whose regular work day begins before the official announcement of  
40 school closing and who reports to work in good faith shall be paid for the time worked  
41 or up to one hour whichever is greater but not to exceed two hours without the  
42 expressed approval of the Food Service Supervisor. All Unit members continue to be  
43 responsible to listen to the approved radio stations for school closing information.  
44  
45 C. Food service staff will be paid up to four hours at their regular hourly rate for  
46 attendance at area conferences. This provision is limited to those conferences which  
47 they are required to attend and to not more than two per school year.  
48  
49 D. Longevity Supplement  
50 After completion of the 12<sup>th</sup>, 16<sup>th</sup>, and 20<sup>th</sup> consecutive year of service, unit members  
51 shall receive a bonus of \$500. This bonus shall be payable at the last pay period in  
52 June following the 12<sup>th</sup>, 16<sup>th</sup>, and 20<sup>th</sup> anniversary date of full or part-time service. The  
53 anniversary date of an employee hired prior to March 1 of any school year shall be

SCHOOL FOOD SERVICE AGREEMENT -- JULY 1, 1998-JUNE 30, 2001

1 calculated on the previous July 1. The anniversary date of an employee hired after  
2 March 1 of any year shall be calculated on July 1 of that year.

3  
4 E. Food service staff working on special dinners or similar events outside of the regular  
5 work day (i.e., evenings, weekends, summer, or preparing food for Superintendent's  
6 Conference Days) will be paid one and a half times their regular hourly rate.

7  
8 F. When a payday falls on a vacation day, checks will be issued on the last day of work  
9 preceding the vacation day, whenever possible.

10  
11 G. Wages

12 1. Effective July 1, 1998 all Unit members will receive a 4.0 percent increase over  
13 their rate in 1997-98.

14 2. Effective July 1, 1999 all Unit members will receive a 4.0 percent increase over  
15 their rate in 1998-99.

16 3. Effective July 1, 2000 all Unit members will receive a 4.0 percent increase over  
17 their rate in 1999-2000.

18 4. Health Reimbursement Fund

19 a. The District will share the unappropriated School Lunch Fund balance on a 50-  
20 50 basis as follows: the District will contribute \$150 each for full-time and \$75  
21 for each part-time Unit member to the Health Reimbursement Fund. This  
22 contribution shall occur on the first business day of October following the  
23 1998-99, 1999-00, and the 2000-01 school years.

24 b. The Health Reimbursement Fund will comply with all Federal IRS rules and  
25 regulations that apply to such funds.

26  
27 H. Cook/Manager Stipend. The cook manager in each building shall receive an additional  
28 annual stipend of \$750 for the 1998-99, 1999-00, and 2000-01 school years. This  
29 stipend may be paid as one time bonus in December or divided in to two payments  
30 payable in December and in June or paid as a stipend in each regular pay period. Each  
31 cook/manager shall notify the payroll office of their choice of payment, in writing by  
32 September 15 of each year.

33  
34 I. Assistant Cook Stipend. The assistant cook in each building shall receive an additional  
35 annual stipend of \$300 for the 1998-99, 1999-00, and 2000-01 school years. This  
36 stipend may be paid as one time bonus in December or divided in to two payments  
37 payable in December and in June or paid as a stipend in each regular pay period. Each  
38 assistant cook shall notify the payroll office of their choice of payment, in writing by  
39 September 15 of each year.

40  
41 J. Cook Stipend. The cook in each building shall receive an additional annual stipend of  
42 \$300 for the 1998-99, 1999-00, and 2000-01 school years. This stipend may be paid as  
43 one time bonus in December or divided in to two payments payable in December and  
44 in June or paid as a stipend in each regular pay period. Each cook shall notify the  
45 payroll office of their choice of payment, in writing by September 15 of each year.

46  
47 K. Catering. Any Unit member whose work day is extended either before or after their  
48 regular shift as a result of providing for district approved catering shall be compensated  
49 at their regular rate for of the additional time. The cook/manager and the Food Service  
50 Supervisor shall agree in advance regarding the length of this additional time.

51  
52 L. In the event that a unit member substitutes for a cook/manager for a minimum of 5  
53 consecutive work days that unit member shall receive an hourly supplement of \$1.00  
54 per hour or an hourly wage of \$9.00 per hour, whichever is higher, for the time worked  
55 as a substitute retroactive to the first day of substitute service.

56  
57 M. If the Federal minimum wage changes prior to July 1, 2001, the district and the  
58 Association agree to negotiate the impact.



- 1  
2 N. Food Service Workers will be paid for up to two (2) emergency days (school closings)  
3 during each school year.  
4

5 **XIX. SICK LEAVE RESERVE**

- 6  
7 A. The Board will make provision for a sick leave reserve to aid Unit members who suffer  
8 prolonged illness and whose sick leave becomes exhausted during an extended period  
9 of illness. The intent of the sick reserve is to provide a safety net for those members  
10 who suffer a long term illness or injury. The reserve is not intended to provide salary  
11 continuity for short term illness or injury nor is it intended to cover cosmetic or elective  
12 procedures. Wherever possible, the member shall schedule procedures or treatments  
13 during the summer or at other times that would minimize absence from work.  
14  
15 B. In order to be eligible to use the sick reserve, the member must be suffering from a  
16 disabling illness or injury that prevents the member from performing the essential  
17 duties of the position.  
18  
19 C. Each Unit member who chooses to participate will contribute one sick day by filing a  
20 signed authorization statement with the personnel office within the month of September  
21 or within 30 days after effective date of employment. When the number of available  
22 days falls below 25, participants must re-contribute one day to maintain membership.  
23 If the Reserve falls below 25 days, the Board will contribute 65 days. Unused days  
24 will carry over into the next school year.  
25  
26 D. Unit members may use sick leave reserve days upon the following terms and under the  
27 following conditions:  
28  
29 1. The Unit member must be an employee of the district on active status;  
30 2. The Unit member must have contributed at least one day of sick leave to the reserve  
31 and maintained membership by contributing each time the reserve fell below 25  
32 days;  
33 3. The Unit member must have exhausted his or her regular paid sick leave;  
34 4. The Unit member must have been absent with a qualifying illness or injury for a  
35 number of consecutive days as determined by the following formula:  
36  
37 {40 days} minus {(Number of accumulated personal leave days as of the start of  
38 the school year September 1) **plus** (ten divided by the number of years service).}  
39  
40 5. The Unit member must submit verification of the medical condition by the  
41 physician subject to the approval of the supervising school physician;  
42 6. If recurrence of the same illness requires additional absence, the requirement under  
43 C4 will be waived and the Unit member may be eligible for additional days but not  
44 to exceed the maximum of 90 school days allowed per school year.  
45  
46 E. There will be a limit of 90 days per unit member per school year under this article. The  
47 total cumulative use any employee may make of the reserve is 180 days.

1  
2 F. A committee consisting of a representative from each employee Unit shall administer  
3 the reserve. The committee shall review requests and make recommendations to the  
4 Superintendent for the use of sick leave reserve. The final decision for granting of sick  
5 leave allowance from the Sick Leave Reserve rests with the Superintendent of Schools.

6  
7 G. This article is not subject to grievance.  
8

## 9 **XX. WORKERS' COMPENSATION**

10 When an injury or illness occurs, the following procedure must be followed:

- 11  
12  
13 1. The employee will report all work related injuries to their immediate supervisor or  
14 other appropriate supervisory personnel, for example the building principal or  
15 school nurse.  
16  
17 2. An accident report is completed, signed, and dated. The original is sent to the  
18 payroll office.  
19  
20 3. If the amount of lost time warrants, the appropriate forms are sent from the payroll  
21 office to the District's Workers' Compensation insurance carrier. An employee may  
22 use up to 14 days of accumulated sick time to maintain their full bi-weekly pay.  
23 Any lost time beyond 14 work days shall be compensated by the District's  
24 insurance carrier as per Workers' Compensation Law and Regulations as quoted  
25 below:

26 "No cash benefits are paid for the first seven days of disability unless  
27 the disability extends beyond 14 days. In that event, the worker may be  
28 due cash benefits from the first day off the job. However, necessary  
29 medical care is provided no matter how short or how long the length of  
30 the disability."  
31

32 A joint committee of District administrative personnel and employee representatives  
33 will convene to determine the potential for assignment to light duty as described below.  
34 The joint committee shall include one member of the employee's own Unit, one  
35 member of another Unit, and two District administrators. These four shall meet to  
36 select a fifth member who will serve as chairperson. The task of this joint committee  
37 shall be to determine whether the employee is a candidate for the light duty program.  
38

39 The goals of a light duty Workers' Compensation program are:

- 40  
41 1. To help the employee maintain a greater portion of their earnings than would  
42 otherwise be the case under Workers' Compensation alone.  
43  
44 2. To contribute to the employee's well-being by allowing gainful employment.  
45  
46 3. To allow the employee to maintain his/her earned sick days.  
47  
48 4. To contribute to the District's need for productivity.  
49  
50 5. To reduce or forestall the continued increases in the Workers' Compensation  
51 insurance premium cost.  
52  
53  
54

SCHOOL FOOD SERVICE AGREEMENT -- JULY 1, 1998-JUNE 30, 2001

1 An employee temporarily unable to perform his/her previous duties due to an injury or  
2 illness received in the employ of the District, who can return to work under temporary  
3 medical restrictions, can be assigned by the District to a temporary light duty work  
4 program within the employee's own job classification. Further, the assignment of duty  
5 shall be restricted to those duties he/she is capable of performing.  
6

7 The assignment to light duty may include certain modifications of the job description  
8 duties so as to minimize the risk of re-injury. Other job modifications may include a  
9 reduction in the length of the work day or other modifications that are consistent with the  
10 goals of the light duty program and with the recommendations of the employee's and  
11 District's designated physician.  
12

13 In the event of a reduction in working hours, the following pay calculation shall apply.  
14

15 The employee shall receive their regular wage for hours worked  
16 plus 2/3rds the difference between the daily earnings and usual  
17 and customary daily wage earnings as per this example.  
18

19 Normal work day earnings = \$7.35/hr. X 6 hours = \$44.10/day  
20

21 Suppose the employee works 2 hours at \$7.35 = \$14.70  
22

23 \$44.10  
24 -14.70  
25 \$29.40 X .66 = \$19.40  
26

27 The 0.66 (2/3) factor is the statutory Workers' Compensation reimbursement factor.  
28

29 Therefore, the employee is paid \$14.70 for work performed and  
30 \$19.40 in Workers' Compensation benefits for a total of \$34.10  
31

32 Without the light duty program, the Workers' Compensation  
33 benefit alone would be \$29.10 per day.  
34

35 The employee shall retain their sick days while on light or  
36 modified duty and shall not gain access to the sick reserve.  
37

38 The decisions of the joint committee are not subject to the grievance process.  
39  
40

41 IN WITNESS THEREOF, the parties hereunto set their hands  
42

43 and seals this 13<sup>th</sup> day of July 1998.  
44  
45

46  
47 SUPERINTENDENT OF SCHOOLS OF THE CITY SCHOOL DISTRICT OF  
48 THE CITY OF CANANDAIGUA, NEW YORK  
49

50 By   
51  
52

53  
54 CANANDAIGUA CITY SCHOOL DISTRICT FOOD SERVICE ASSOCIATION  
55 PRESIDENT  
56

57 By   
58  
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Appendix "A"

**SCHOOL FOOD SERVICE UNIT**

**Personal Leave**

A. Each full time food service worker shall be allowed two (2) days per year and each part-time food service worker shall be allowed one (1) day per year of leave with full pay for the purpose of transacting or attending to personal, legal, business or family matters which require absence during working hours. Such leave shall be available for reasons of hardship or pressing need, such as a personal legal matter, attending a graduation or wedding ceremony of a son or daughter or other similar matters. It is understood that this listing of permissible uses of personal leave is not meant to be exhaustive, but merely a guide to the types of absence contemplated by this section. The leave shall not be used merely for personal convenience or pleasure or on matters such as shopping, hunting, vacations or similar purposes. Except in emergencies, the Unit member shall give the Administrative Head of Food Service written notice on the form provided to take such leave at least two (2) school days prior to the day of the proposed absence. It is not necessary to indicate the specific reason for taking such leave, but it shall be indicated that in the Unit member's opinion, the need is pressing and that the matter cannot be satisfactorily dealt with at a time other than normal working hours.

B. Notification forms may be obtained from the cook/manager in each building.

C. Notification forms for personal leave shall read as follows:

(To be submitted in duplicate to the Administrative Head of Food Service at least two days in advance of absence).

Under the provisions of the Agreement between the Food Service Unit and the School District, I intend to take personal leave on the following date:

\_\_\_\_\_.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Receipt of Personal Leave Notification is acknowledged.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_