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Union: **United Public Service Employees Union (UPSEU)**

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AGREEMENT

BETWEEN

**THE BAY SHORE UNION FREE SCHOOL DISTRICT,
TOWN OF ISLIP,
COUNTY OF SUFFOLK, NEW YORK**

AND

UNITED PUBLIC SERVICE EMPLOYEES UNION

JULY 1, 2008 - JUNE 30, 2010

RECEIVED

JAN 07 2009

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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ARTICLE I - GENERAL PROVISIONS

SECTION I. CONTRACTUAL PROVISIONS

A. EFFECTIVENESS

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

B. "NO STRIKE" PLEDGE

The Association hereby affirms that it will not strike against the District or any other unit of government, assist or participate in any such strike, or impose an obligation upon its members to conduct, assist or participate in such a strike. The term "strike" as herein defined, means any strike or other concerted stoppage of work or slow-down.

C. SEVERANCE, LIMITATION, AND SUPERSEDURE

1. If any provision of this Agreement or any application of the Agreement to any unit member or group of unit members 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 shall continue to be in full force and effect.
2. Where the provisions of this Agreement are in conflict with any other District determination, the provisions of the Agreement shall be controlling. If there are terms and conditions of employment not covered by the Agreement, such shall be subject to the District's authority and control under applicable Board policy.
3. The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement, that this Agreement constitutes the entire agreement of the parties, and, therefore, the parties agree that no additional negotiations of this Agreement shall be conducted on any item, whether contained herein or not, unless specifically provided for or by mutual written agreement.

D. TERM OF AGREEMENT

This Agreement shall commence on July 1, 2008 and remain in full force and effect until June 30, 2010.

SECTION II. MANAGEMENT RIGHTS

Subject to the provisions of this Agreement and applicable law, the District retains full responsibility and sole right of management of the District, its business affairs and property, including, but without limitation, the right to supervise and direct the working forces; to plan, to control, to increase, to decrease, to transfer, or to discontinue operations; to establish a work and school schedule; to hire, and to promote employees; to increase or to decrease the working force; and to suspend, discharge and discipline employees.

The Association does not waive its right to negotiate over the impact of District decisions in accordance with decisional law rendered by the Public Employment Relations Board.

SECTION III. RECOGNITION

The BAY SHORE UNION FREE SCHOOL DISTRICT, TOWN OF ISLIP, COUNTY OF SUFFOLK, NEW YORK (hereinafter referred to as the "District") recognizes the UNITED PUBLIC SERVICE EMPLOYEES UNION (hereinafter referred to as the "Association") as the sole, exclusive agent of members of the Unit covered herein. This Unit shall be defined as all Registered Nurses employed by the District for fourteen (14) or more hours per week. All other job titles of the Bay Shore Union Free School District are excluded from the bargaining Unit.

SECTION IV. MAINTENANCE OF STANDARDS/DUTY OF CONSULTATION

During this Agreement, and except as specifically provided otherwise or as mutually agreed, the District shall not diminish any wages, benefits, or other terms and conditions of employment without first consulting the Association.

ARTICLE II - ASSOCIATION BENEFITS

SECTION I. AGENCY FEE

1. Pursuant to the passage of legislation enabling the implementation of an agency fee, the District does hereby agree that no later than the second pay period after the effective date of employment, for each member of the Unit who is not a member of the Association, the District will deduct from the salary of such employee and will pay to the collective bargaining agent each pay period a

service charge toward the administration of this Agreement and the representation of such employee; provided, however, that each employee will have available to him/her membership in the Association on the same terms and conditions as are available to every other member of the Association. The service charge shall be an amount equal to the collective bargaining agent's regular and usual initiation fee, if any, and bi-weekly dues for each pay period, thereafter in an amount equal to the regular and usual bi-weekly dues. The District shall deduct such fee in the same manner as the membership dues are deducted.

2. Any Unit member from whom an agency fee has been deducted pursuant to this provision who has any objection thereto shall be limited to processing his/her objection in accordance with organization appeal procedures contained in a separate organizational document governing such appeals. The Association has submitted to the District, pursuant to Chapter 677 of the Laws of 1977 of the State of New York a procedure providing for the processing of demands, by members of the bargaining Unit, for the return of that portion of the agency fee deduction, if any, which represents the employee's pro-rata share of expenditures by the Association in aid of activities or causes only incidentally related to negotiation of terms and/or conditions of employment. The Association represents that the aforementioned procedure shall not be changed contrary to the law.
3. The Association will supply to the District a list of the names of those Unit members who shall have the agency fee deducted from their salaries.
4. The Association shall indemnify and save harmless the District on account of any recovery of refund and related additional costs thereof obtained by such non-member of the Association against the District pursuant to this section.
5. On each January 1, the District may request the Association to provide timely submission of evidence of proof of certification.

SECTION II. NEGOTIATIONS PROCEDURE

A. NOTICE

Should either party desire to initiate amendment of this Agreement at the expiration date thereof, notification of such intent shall be sent in writing to the other party no later than January 15th immediately preceding the expiration date of this agreement.

B. START OF NEGOTIATIONS

The parties shall mutually agree on a date to commence negotiations for a successor agreement and shall endeavor to hold the initial negotiation session by February 15th immediately preceding the expiration date hereof.

SECTION III. NOTIFICATION OF VACANCY

The District will post all vacancies which occur within the Unit in all permanent work sites for members of the Unit. If the vacancy occurs other than during school calendar days, the President of the Unit shall be informed in writing of the vacancy.

SECTION IV. PAYROLL DEDUCTION

1. The District shall deduct from a Unit member's pay the dues as uniformly designated by the Association for membership in the Association on the basis of individually signed voluntary deduction authorization cards. Dues will be deducted monthly in equal installments commencing with the second pay period in September or on the second paycheck after employment and calculated to be fully paid by the final pay period in June.
2. The District shall also make Credit Union, and approved TA deductions as are requested in writing by the member.

SECTION V. RIGHT TO REPRESENTATION

The Association shall be given the opportunity to be represented at any investigatory meeting between an employee or any District representative other than the immediate supervisor concerning a grievance, a complaint, or a proposed or actual disciplinary action.

SECTION VI. USE OF FACILITIES

In accordance with State Education Law for such use, upon notice of three work days, the Association shall have the right upon notice to use classroom and public areas of school buildings outside the scheduled work day, on days when school is in session, when such use shall not conflict with educational uses or prior scheduled events, and shall not result in any incremental cost to the District.

ARTICLE III - MEMBER BENEFITS

SECTION I. EMERGENCY CLOSINGS

A. SNOW AND EMERGENCY CLOSINGS

In the event a building is closed due to snow or other emergency, unit members will be paid their daily salary.

SECTION II. REASSIGNMENT

A. STAFFING NEEDS

The District reserves the right to assign a Unit member to another building if his/her building is closed due to a non-snow condition or to meet other staffing needs which may develop.

B. LAYOFFS AND RECALL

1. All layoffs and recalls shall be made in accordance with Civil Service Law and rules, regulations and policies of the Department of Civil Service.
2. The District agrees that prior to any layoff of any employees covered by this Agreement, it will discuss the same with the Association. Layoffs, however, are to continue to be in the sole discretion of the District.

C. SENIORITY

1. Seniority will be based on the original date of employment with the District. Service as a long term substitute shall not count for purposes of accrual of seniority.
2. If ability, adaptability, and qualifications are equal, seniority shall prevail in transfers, assignments or vacancies. Before filling any position, the District will discuss the same with the Association.

SECTION III. CLASSIFICATION

A. EVALUATION

A written evaluation will be given to each member of the Unit at least once each year. Such evaluation will reflect initial input and review from at least two supervisory levels.

Further, an oral evaluation will be given by the Building principal prior to February 1st of each year.

B. EDUCATION

1. In those cases where the District mandates or requests voluntary attendance at any training course program, or workshop, the Superintendent shall pay at the appropriate salary rate for all hours in excess of the normal work week for all times spent in training activities, exclusive of travel time or meals other than lunch. In addition, the District shall pay any required registration or tuition fees for such pre-approved activities.
2. Members of the Unit may apply to the District for approval of attendance at professional conferences, meetings, and conventions. In its discretion the District shall approve requests where such approval is in the best interests of the District. If approved, the District shall pay in accordance with the above paragraph.
3. On a space available and required District approved basis, Unit members may apply to attend in-service courses offered by the District to faculty and staff members.

SECTION IV. INSURANCE

A. HEALTH

During the term of this Agreement, the District will maintain membership in the New York State Empire Plan with Enhancements or equivalent for members of the Unit who qualify under regulations of the carrier and the District. The District will also continue to pay the premium for the Group Excess Medical Insurance.

For any member who retires, the District shall assume 92.5% of the family or individual premium of the retiree medical premium.

The parties agree that the District shall assume 85% of the family or individual premium for those unit members covered under the District's health insurance program.

The "Empire Plan with Enhancements" or District adopted equivalent will be available to each member of the Unit. Where such Empire Plan coverage is not available under the member's spouse's coverage, such coverage will be either individual or family coverage as provided under the carrier's standards. For all members of the Unit eligible for such insurance coverage who already have spouse-based coverage in such plan, the member shall be paid annually the sum of \$750 in accordance with the last paragraph in this section.

In determining such equivalent programs as noted above, members of the Unit shall have the option of having the premium amounts established under the "Empire Plan with Enhancement" or the selected equivalent if one is selected, applied to an approved HMO or other approved option.

Members of the Unit whose "Empire Plan" or equivalent coverage availability derives from a spouse's coverage shall be paid annually the sum of \$750, on or about December 15 of each year.

Should it become necessary for the member to re-enroll in the "Empire Plan" or equivalent due to unavailability of coverage under his/her spouse's plan, the District shall permit such re-enrollment and the member shall be charged back a pro-rata portion of the above referenced \$750, if the sum has been paid. Said pro-rata charge back shall be at the rate of \$62.50 per month, calculated from July 1 to the date of re-enrollment. Should the member leave the District prior to June 30, then the District shall be entitled to recovery of the pro-rata portion of the \$750 for the amount of the year the member was not entitled to "Empire" coverage.

B. DENTAL

For the duration of the Agreement, the District will assume full payment for the dental plan currently in effect for each member of the Unit.

C. LIFE

The District shall provide a fully paid group term life insurance policy covering each member of the Unit in the amount of \$20,000.

SECTION V. GRIEVANCE PROCEDURE

A. DEFINITIONS

1. "Day" shall mean calendar day.
2. "Grievant" shall mean an individual member of the Unit who is personally affected by the matter in dispute.
3. "Time Limits" shall be set forth, and shall be strictly construed unless mutually waived in writing. Failure by the grievant to comply with the time limits as set forth, or with the established procedure, shall mean withdrawal of the grievance. Failure of a supervisor to respond within the prescribed time shall advance the grievance to the next step.

4. "Grievance" shall mean the specific dispute, the contract clauses upon which it is based, and the remedy requested as set forth in the initial Record of Contract Grievance Claim and Processing Form. Such initial commitment to writing shall constitute the sole and complete commitment to writing for the purpose of this section and shall be the only version of these items appearing on any demand for arbitration which may evolve from such grievance.
5. "Immediate Supervisor" shall mean the building principal of the building in which the grievant is located.
6. "Superintendent" shall mean the Superintendent of schools or his designee.

B. SCOPE

Grievable matters shall include only those disputes between the District and the individual member of the Unit, with respect to the meaning, interpretation, or application of the terms of this Agreement. All such disputes which are not resolved through informal consultation between the grievants involved and their immediate supervisors shall be resolved in accordance with the provisions of this section. All of the procedural stages as herein provided shall be pursued and completed as a condition precedent to the commencement of any action or proceeding before the Public Employment Relations Board or any court of competent jurisdiction for the construction and interpretation of this Agreement.

C. FIRST PROCEDURAL STAGE

The first procedural stage shall consist of the member of the Unit's oral notification to the immediate supervisor that he/she wishes to discuss a grievance based upon the contention that a section of the Agreement, as it relates to the individual, has not been followed. Thereafter, a meeting shall be held at which time, the grievance shall be discussed. Either party may have another person present. Such oral notification shall be given within ten (10) days from the date of the occurrence of the situation or incident giving rise to the dispute or when discovered by the grievant, provided the occurrence, situation or incident was not reasonably discoverable.

The immediate supervisor shall have ten (10) days to investigate and take such appropriate action as he/she deems necessary, with verbal response to the grievant.

D. SECOND PROCEDURAL STAGE

1. If the grievance is not resolved in the first stage to the satisfaction of the grievant, the grievant may fill out completely, sign, and file a Record of Contract Grievance and Processing Form. Such form shall be submitted to the District through the Building principal within ten (10) days of the meeting provided in the first

procedural stage. It shall specify those sections of the Agreement alleged to be violated together with the remedy requested as specified in paragraph "4" under "definitions" above.

2. If requested by the Association, the parties shall meet within ten (10) days of the submission. The District shall respond in writing within ten (10) days of such meeting.

E. THIRD PROCEDURAL STAGE

1. Should the grievance be denied by the District the grievant covered by his/her Agreement may then request that the grievance be forwarded to the third procedural stage for appeal. The third procedural stage shall consist of forwarding a written request for third stage review, together with the Record of contract Grievance Claim and Processing Form, including all correspondence evolving therefrom, to the Superintendent or his designee within ten (10) days following the filing of a response in the second stage.
2. During this review of the record, a meeting with the parties involved may be scheduled.
3. The Superintendent of Schools or his designee shall respond within fifteen (15) days of the date of the meeting, if any, or in the event that such a meeting is not held, within fifteen (15) days of the date of filing by personal delivery with the District Clerk of the request for review by the Superintendent.

F. FOURTH PROCEDURAL STAGE

1. The fourth procedural stage is binding arbitration with respect to all grievances except those which may arise during the pendency of any period of strike penalty as imposed on the Association by the New York State Public Employment Relations Board. The Association may submit a request for arbitration as follows: Within fifteen (15) days after receipt of response in stage three, a letter of intent to arbitrate shall be filed with the District and with the Public Employment Relations Board. Under "Nature of Dispute" shall appear the grievance as previously presented on the Record of Contract Grievance and Processing Form and the "Remedy Sought" shall include the remedy as requested in the original submission as specified in paragraph "4" under "definitions" above.
2. Thereafter, the fees and expenses for arbitration shall be borne equally by the parties. The fees and expenses for arbitration shall not be deemed to include legal expenses or expenses for witnesses of either party to the dispute. The cost of the transcript shall be borne by any party requesting it.

3. The Arbitrator shall limit his/her decision strictly to the claimed violation of the express provisions of the Agreement submitted to him/her and the arbitrator shall be without power or authority to make any decision:
 - a) Contrary to, or inconsistent with, or modifying, violating, or varying in any way, the terms and provisions of this agreement.
 - b) Overruling the exercise of Board of Education's or Superintendent's discretion under the terms and provisions of this Agreement, so long as the Board or Superintendent can demonstrate that there is substantial evidence in the record supporting the determination made, or that the determination was not arbitrary or capricious, or discriminatory.
4. The parties agree to use the Public Employment Relations Board's arbitration services as provided by the Public Employment Relations Board.

SECTION VI. HOURS, WORK WEEK AND WORK YEAR

Each work day shall be seven hours in duration. The work year shall constitute the number of days comprising the teacher calendar. Members shall be paid their daily salaries for each day worked thereafter, or a pro-rata portion for any part thereof.

Overtime - Overtime shall be paid for all work performed in excess of seven hours daily, provided that prior written supervisory approval is obtained.

Summer Work - Nursing services are necessary during the course of the summer to satisfy various District requirements. The hourly rate of pay will be \$51.99 in 2008-2009 and \$53.55 in 2009-2010. Volunteers will first be solicited. Volunteers shall be granted their requests in seniority order. If there are insufficient volunteers to fill the required positions, nurses shall be assigned to work. Assignments shall be made based on inverse order of seniority of nurses. It is understood that the work year of the nurses shall not be on a twelve month basis.

SECTION VII. NOTIFICATION

In the case of the change of the established work schedule, the District will provide two (2) calendar days notice of the effective change, except when an emergency such as a snow day, absence of utilities and other work stoppages precludes the District from giving such notice.

SECTION VIII. LEAVES

A. BEREAVEMENT

Unit members shall be entitled to five (5) days leave with pay in the event of the death or illness of a member of his/her immediate family.

"Immediate family member" for the purpose of this provision is defined as: spouse, parent, parent-in-law, child, grandchild, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, or relative living in the household.

Subject to the non-grievable discretion of the District, requests for leave due to death of other relatives of family members may be submitted to the District.

B. DOCUMENTATION OF ILLNESS

For any absence due to illness which extends five (5) work days or more, a doctor's note specifying the medical basis for absence and certifying that the employee is medically able to return to work in the Nursing department shall be provided. This shall not limit the right of the District to require a physician's note for other absences attributed to illness or in accordance with Section 913 of the Education Law.

C. JURY DUTY

Payment of regular salary during period of jury service is conditioned upon the employee's furnishing the District with a statement of service (obtainable from the Court Commissioner of Juries) and upon the employee's reimbursement to the District of any monies received on account of said service, excluding transportation.

D. AUTHORIZED LEAVE

Authorized leave of up to three (3) days per year is leave for important matters requiring the presence of a member of the Unit, and which cannot be conducted outside of school hours. Authorized leave shall not be used to extend a holiday, vacation, weekend or recess period. Any paid absences for attending unavoidable individual business are limited to those requests submitted on and in accordance with the standard Absence Approval Form. Where unusual circumstances prevent the filing of the Form within the 10 days prior to the date the leave is requested, Unit members may submit an absence request form to the District. District action on such requests shall be excluded from Article III, Section IV, of this Agreement. Unused personal days shall be converted to sick days and added to the member's accumulated sick leave at the close of each school year.

E. SICK DAYS AND PAYMENT CONDITIONS FOR UNUSED DAYS

Members of the Unit will accrue sick leave at an annual rate of 10 days per year cumulative to a total of 150 days. It is understood that sick days may be used by the Unit member on those days when the member is medically unable to carry out the duties of the position. Sick day accumulation effective on June 30, 1991 will be carried over to apply under this agreement at a rate equal to the scheduled work hours at which such days were earned. The rate for accumulation of sick days shall be one day per month, if eligible, up to the maximum available for the contract year.

When scheduled work hours are adjusted, a proportionate adjustment in the length of "sick days" shall also be made.

Any full time member of the Unit who has served ten (10) consecutive years, and who had been hired into a probationary appointment upon separation from service, or retirement for service or disability, will be granted terminal leave for unused sick leave not to exceed 150 days as computed below. At the option of the employee, salary due for accumulated sick leave for up to 150 days shall be paid in lump sum (or through terminal leave), at the current salary rate.

For all sick leave days accumulated after July 1, 1980, computation for purposes of terminal leave or lump sum payment at current salary rate shall be a pro-ration of seventy-five (75%) of the current salary rate. In the event that accumulated sick leave must be taken, days accumulated at the seventy-five percent rate shall be utilized before the days frozen at the full rate.

F. LONG TERM UNPAID LEAVE

A medical leave of absence up to one calendar year may be granted by the Superintendent upon written request and physician's documentation.

Child and elder care leave may be requested for up to two years.

G. WORKERS COMPENSATION

The District will provide coverage for on-the-job injuries in accordance with the provisions of the New York State Workers Compensation Law. Briefly, such law provides that if an individual is injured on the job and is unable to work for a period exceeding seven (7) days, the first seven (7) days are charged to the individual's sick leave, and thereafter a portion of the individual's salary is paid through "Workers Compensation". For such period of time as Workers Compensation pays a portion of the individual's salary, such portions of the daily absences as are not paid by "Workers Compensation" will be charged proportionally against the individual's personal sick leave to provide full salary to the employee. In those cases where the absence due to

injury extends beyond all accumulated sick leave, for those individuals with five or more years of service in the District, extended sick leave may be available if approved by the District, up until the end of the school year in which the injury took place.

In the event that extended sick leave is granted under sole District discretion, all salary payment for such days of extended (unearned) sick leave shall be considered a charge against the days computed for payment for unused sick leave, if eligible, at time of retirement until repaid to the District with further sick leave earnings. All such charges in arrears shall be deemed satisfied upon retirement or death.

Future sick leave earnings which are not required to cover sick leave in any one year, shall be used to balance the overuse at the end of such year. Such "balancing" shall not be used to bar members from using cumulated sick leave as needed, but shall only be a bar to future accumulation until the deficit has been made up.

SECTION IX. LUNCH AND COFFEE BREAK

Each member of the Unit shall be entitled to a 30 minute lunch period on the premises during the work day, and off the premises if allowable by the Building Principal and a fifteen minute coffee break in the morning and in the afternoon. Such shall be scheduled with the approval of the building principal. Such scheduling will include flexibility to accommodate to needs for emergency treatment of children.

SECTION X. MILEAGE

If a Unit member is required to use her/his vehicle to fulfill her/his job commitment including travel to assigned courses or meetings, in the performance of professional duties or for the convenience of the District, such as for transportation to an assigned conference, between buildings, or for transporting sick or injured students to their homes or to a hospital, in those circumstances where alternate transportation services are not readily available, the Unit member will be reimbursed at the District rate for compensation for mileage.

SECTION XI. PAY PERIOD

Unit members shall be paid either on an annual 21 or 26 week pay schedule under ordinary circumstances. When there are calendar conflicts, the payroll schedule established by the payroll agent for the District shall prevail.

SECTION XII. PERSONNEL FILES

Unit members shall have access to review and to reasonable duplication of any materials in their personnel files excluding letters of recommendation received upon initial employment, within ten (10) calendar days after the District is notified. For any

requests for duplication for any single member in excess of ten copies per year, the District shall collect a charge of 25 cents per side copied.

SECTION XIII. RETIREMENT BENEFITS

The District shall pay all cost for the Unit member retirement plan in the New York State Employee's Retirement System (75-i).

SECTION XIV. WAGES

A. SALARY SCHEDULE

During the term of this agreement the salary schedule for members of the Unit shall be as set forth in Appendix A.

The following percentage increases will become effective on July 1 of each year of the Agreement:

Year 1:	2%
Year 2:	3%

B. STEPS

Steps on such schedule shall represent salary schedule placement and not necessarily years of service in the District, since the number of eligible steps has changed several times over the years. Longevity increments however, shall be paid on the basis of credited years of service in the District as of each July first.

C. LONGEVITY INCREMENTS

Longevity increases will be paid at the start of the 10th, 15th, and 20th years of service to the District as follows (as noted in Appendix A):

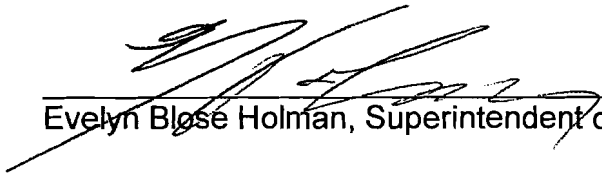
10th year	\$1,052
15th year	\$1,652
20th year	\$2,052

Prior service credit, once granted by the District at the time of initial employment or re-employment, shall be applied to the calculation of longevity.

ARTICLE IV - AGREEMENT

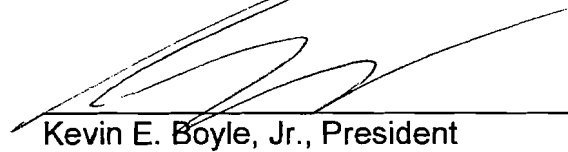
IN WITNESS WHEREOF, the above Agreement has been made and executed the day and year first above written pursuant to the resolution of the Board of Education adopted November 5, 2008, and pursuant to ratification by the members of the Association on October 6, 2008.

For the District:

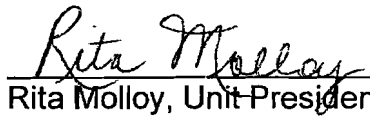


Evelyn Blöse Holman, Superintendent of Schools


For the Association:



Kevin E. Boyle, Jr., President



Rita Molloy, Unit President



Carol Phelan, Unit Co-President

APPENDIX A
NURSES' SALARY SCHEDULE
July 1, 2008 through June 30, 2010

	2008-2009	2009-2010
Step 1	35,461	36,525
Step 2	37,147	38,262
Step 3	38,319	39,469
Step 4	39,497	40,682
Step 5	40,673	41,893
Step 6	42,101	43,364
Step 7	43,275	44,573
Step 8	44,708	46,049
Step 9	45,883	47,259
Step 10	47,060	48,472
Step 11	48,490	49,944
Step 12	49,916	51,413
Step 13	52,113	53,676
Step 14	53,800	55,414
Step 15	55,483	57,147