

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

RSU 73 BOARD OF DIRECTORS

AND THE

RSU 73 MANAGERS/DIRECTORS ASSOCIATION

July 1, 2015 to June 30, 2018

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AGREEMENT

This Agreement entered into this July 1, 2015, by and between the RSU 73 Managers/Directors Association (hereinafter called the "Association") and the RSU 73 Board of Directors (hereinafter called the "Board").

ARTICLE 1 - RECOGNITION

The Board recognizes the Association as the exclusive bargaining agent for the unit consisting of the following positions: Business Manager, Technology Director, Transportation and Maintenance Director, Adult Education Director and Food Services Director. A six-month probationary period shall apply to newly hired employees. During the six-month probationary period an employee may be discharged at any time without recourse to the grievance process.

ARTICLE 2 – NEGOTIATION PROCEDURE

- A. Negotiations will be conducted in accordance with the applicable laws of the State of Maine, to which both parties shall be held.
 - 1. Whenever wages, rates of pay or any other matters requiring appropriation of money by any municipality or county are included as a matter of collective bargaining conducted pursuant to this chapter, it is the obligation of the bargaining agent to serve written notice of request for collective bargaining on the public employer at least 120 days before the conclusion of the current fiscal operating budget.
 - 2. The parties shall meet within 10 days after receipt of written notice from the other party requesting a meeting for collective bargaining purposes, as long as the parties have not otherwise agreed in a prior written contract.
 - 3. Negotiations shall be held in executive session.
 - 4. Any Agreement negotiated by the parties shall be reduced to writing and submitted to the Board and to the bargaining unit for approval and ratification.
 - 5. Any Agreement so negotiated and ratified shall be signed by the Board and the Association and shall apply to the members of the bargaining unit.
- B. During negotiations, the Board and the Association shall present and exchange relevant data, present and exchange points of view, and make proposals and counterproposals.
- C. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the employees involved are free from assigned duties unless otherwise agreed. Locations of meetings shall be mutually agreed upon.

- D. A mutually acceptable amendment to the Agreement negotiated by the parties shall be reduced in writing, signed by the Board and the Association, and ratified by the parties.

ARTICLE 3 - GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems, which from time to time, may arise affecting the welfare or terms and conditions of employment. Both parties agree that the grievance proceedings will be kept as informal and confidential as may be appropriate at every level of the procedure.
2. The adjustment of any grievance shall not be inconsistent with the terms of this contract, and the Association shall be given the opportunity to be present at all stages of this procedure and to state its views.
3. Actions taken by the Association on behalf of a grievant must be approved of in writing by the grievant. If an alleged violation of this Agreement affects a group, the Association can sign as the grievant.

B. Definitions

1. A "grievance" is a claim based upon an event or condition that there is a disagreement or dispute as to the interpretation, meaning or application of any provisions of this Agreement.
2. The term "grievant" or "aggrieved person" shall mean either the person or persons making the claim or the Association on behalf of the grievant.
3. A "party in interest" is the person or persons making the claim, the Association on behalf of the grievant and/or any person who might be required to take action or against whom action might be taken in order to resolve the claim.

C. Time Limits

1. Since it is important that grievances be processed promptly, the number of days in any part of this article should be considered as maximum unless extended by mutual agreement.
2. A formal grievance to be considered under this article must be filed within thirty (30) days of the occurrence of the event or conditions giving rise to the grievance or it shall be deemed waived.

D. Informal Procedure

1. If an employee feels that he/she may have a grievance, he/she must first discuss the matter with the Superintendent of Schools in an effort to resolve the problem informally. If the grievance is not a result of a decision or action of the Superintendent of School, such informal procedure shall be initiated at Level Two.
2. If an aggrieved employee is not satisfied with the outcome of the informal procedure, he/she may present his/her claim in a formal grievance in writing to the Superintendent of Schools.

E. Formal Procedure

1. Level One – Superintendent of Schools

- (a) Within ten (10) days after receipt of the grievance form, the Superintendent of Schools shall meet with the aggrieved employee to discuss the grievance.
- (b) The Superintendent of Schools, shall, within ten (10) days after the meeting, render his/her decision and the reasons therefore in writing to each person in interest with a copy to the Association.

2. Level Two – School Board

- (a) If the aggrieved employee is not satisfied with the disposition of his/her grievance at Level One, he/she may, within ten (10) days after the receipt of the decision, appeal his/her grievance to the Chairman of the School Board.
- (b) The School Board shall, not later than the next monthly meeting or within thirty (30) calendar days after receipt of the appeal, meet with the aggrieved person for the purpose of reviewing the grievance.
- (c) The Board shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to each party in interest, with a copy to the Association.

3. Level Three- Impartial Arbitration

- (a) If the aggrieved or Association is not satisfied with the disposition of the grievance at Level Two, it may within ten (10) days after the decision notify in writing to the Chairman of the School Board that the grievance shall be submitted to arbitration.
- (b) The Chairman of the School Board and the Association shall within ten (10) days after such written notice attempt to mutually agree upon an arbitrator. If the parties are unable to mutually agree, within ten (10) days, either party may request the American Arbitration Association to utilize its procedures to select an arbitrator.

- (c) The arbitrator selected shall confer promptly with the representatives of the Board, representatives of the Association, and the aggrieved, shall review the record of the prior hearings, and shall hold such further hearings with the aggrieved person and other parties-in-interest as he/she shall deem requisite.
- (d) The arbitrator shall, as soon as practicable after his/her selection, render his/her decision in writing to all parties in interest, setting forth his/her finding of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision, which requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties, subject to judicial review by statute.
- (e) The costs of the services of the arbitrator shall be borne equally by the School Board and the Association.

F. Rights of Employees to Representation

1. The Board and the Association shall assure all participants their individual freedom from restraint, interference, coercion, discrimination of reprisal in presenting a grievance appeal.
2. Any party in interest may be represented at all levels of the formal grievance procedure by the Association or a person of his/her own choosing or the Association.

G. Miscellaneous

1. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
2. See attached Grievance Form Appendix A.
3. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this grievance procedure.

ARTICLE 4 – RIGHTS AND PRIVILEGES

A. Employee Rights

1. No employee covered by this Agreement shall be disciplined, reprimanded, reduced in rank or compensation, be non-renewed or dismissed without just cause.

Progressive Disciplinary Steps shall be as follows:

Oral Warning

Written Reprimand

Suspension

Dismissal

The parties agree that there may be specific instances where the employer believes the behavior/actions of an employee are so severe that it is appropriate to jump the normal progression of disciplinary steps to a higher of discipline.

2. Whenever any employee is required to appear before the Superintendent, and/or School Board on any matter, which could adversely affect the continuation of that employee in his/her office, position or employment or the salary, or any increments pertaining thereto, then he/she shall be given prior written notice of the reason or reason(s) for such meeting. The employee shall be entitled to have a representative present during such meeting. Any suspension of an employee pending charges shall be with pay.
3. Any formal complaint regarding an employee to the Superintendent from anyone must be in writing and shall be promptly investigated and called to the attention of the employee. The employee shall be given the opportunity to respond to and/or rebut such complaint(s) and shall have the right to be represented by the Association in any meeting(s) or conference(s) regarding the complaint(s). If a complaint leads to a reprimand of an employee, the complaint shall be reduced to writing. If the complaint(s) result(s) in a written report, the employee shall receive a copy of the report.

ARTICLE 5 - PERSONNEL FILES

- A. Official RSU 73 personnel files shall be maintained at the office of the Superintendent in accordance with the laws of the State of Maine. It is recognized that the personnel files maintained by RSU 73 are the property of RSU 73 and not the property of the employee.
- B. Employee may have the right, upon request, in the presence of the Superintendent of Schools, to review the contents of their personnel file, pursuant to Maine law. Employee may be entitled to have a representative of the Association accompany them. Employee may request the Superintendent, who has the final decision, to remove or permit the employee to supplement items in the personnel file.
- C. All materials added to an employee's personnel file, which may be derogatory to a employee's conduct, service, character, or personality, shall be provided to the employee prior to inclusion in the personnel file. Employees shall acknowledge that they have had the opportunity to review such materials by signing the copy to be filed with the express understanding that the signature in no way indicates agreement with the contents. Employees will have an opportunity to add a written response to any added document within ten (10) days of receipt of such materials, or they may file a grievance.
- D. State law provides that an employee or former employee of a school unit, or the employee's representative with written and signed permission, is entitled to review the following information at the location where the file is kept during normal school hours.
 - 1. The employee's action plan and other support system documentation upon written request to the custodian of the records.
 - 2. The employee personnel file on request to the superintendent and,
 - 3. Any confidential records or documents provided to the Commissioner of Education pursuant to an investigation related to suspension or revocation of a teaching certificate.

ARTICLE 6 - MANAGEMENT RIGHTS

- A. The Association recognizes the right of the Board to operate and management the schools.
1. Nothing in the Agreement to be interpreted as constituting a waiver of Board of Directors Rights and Responsibilities to create and maintain schools that reflect its public's wishes.
 2. The Board on its own behalf and on the behalf of the electors of RSU 73 hereby retain and reserves unto itself, without limitation, all powers, rights, authority and duties, and responsibilities conferred upon and vested in it by law and the Constitution of Maine and the united States including but not limiting the generality of the foregoing, the right as the Superintendent recommends:
 - (a) To the executive management and Administrative control of the school system, its properties and facilities;
 - (b) To hire all employees and to determine their qualifications and fitness for employment and conditions for their continued employment, or their dismissal;
 - (c) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
 - (d) To select textbooks, teaching materials, and teaching aids;
 - (e) To determine overall goals and objectives as well as policies affecting the educational program;
 - (f) To determine class schedules, class size, the hours of instruction and the assignment of teachers;
 - (g) To adopt reasonable rules and regulations;
 - (h) To determine the services, supplies and equipment necessary to continue its operations and to determine the methods and processes of carrying on the work;
 - (i) To determine the location or relocation of its facilities, including the establishment of relocation of schools, buildings, divisions or sub-divisions thereof, and the relocation or closing of offices, departments, divisions or sub-divisions, buildings or other facilities;
 - (j) To determine the size of the management organization, its functions, authority, amount of supervision, and table of organization; and;

- (k) To direct the working force, including the right to hire, promote, discipline, transfer, and determine the size of the workforce.
3. Exercise of the foregoing powers, rights, duties and responsibilities by the Board and adoption of policies, rules, regulations and prerogatives in promotion of those powers, shall be the exclusive prerogative of the Board except as limited by the specific terms of this Agreement.

ARTICLE 7 – SICK LEAVE

A. Sick Leave

1. 260-day employees under this policy are entitled to 15 days of sick leave per agreement year, which, if unused, can accumulate to a maximum of one-hundred (100) days. 240-day or less employees shall receive 10 days annually which can accumulate to a maximum of one-hundred (100) days.
2. Sick days shall mean full work days that may be taken in either full or half day increments. Sick days may be used to care for family members.
3. Paid sick leave is provided for illness that prevents an employee from being able to perform his/her duties.

ARTICLE 8 – LEAVES OF ABSENCE WITH OR WITHOUT PAY

A. Jury Duty

An employee may be allowed time necessary for Jury Duty. The employee is required under this Agreement to report to his/her work place when his/her presence is not required in the courtroom. The total daily allowance for Jury Duty will be deducted from the employee's first paycheck after he/she returns to work following the absence.

B. Subpoena

If an employee receives a subpoena for a court appearance, the employee will be excused from work with no lost wages or benefits. An employee excused from their court appearances during the normal workday shall report back to work. Failure to report back to work will result in lost per hour wages.

C. Bereavement Leave

1. An employee will receive full pay for each school day of absence due to death in the Immediate family, not to exceed a total of ten (10) days (cumulative).

2. Immediate family shall be regarded as spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, in-law, step-relationships, or significant other. Exceptions to this shall be brought to the Superintendent.
3. One bereavement day (actual funeral day) can be granted, upon request to the Superintendent of Schools, in the event of the death of a close friend.

D. Personal Leave

Employees will be allowed to take three (3) days of non-accumulative personal leave during the agreement year. Personal days shall mean full workdays that may be taken in full or half-day increments.

E. Other leave

Other leaves of Absence may be granted with or without pay with the approval of the Superintendent.

ARTICLE 9 – SALARIES

A. Salaries will be paid accordance with Addendum B.

1. The annual salaries of directors will be paid in twenty-six (26) installments, except when payroll schedules require (27) payrolls.
2. The Association shall certify to its members the current rate of local, state, and/or national membership dues and provide an authorization form to be completed by each member desiring payroll deductions. This form will be sent to the Superintendent's office for deduction. Membership shall be continuous. If the employee desires to terminate membership then the employee shall notify the Association in writing. Once the Association has received the written request they will notify the decision to terminate the payroll deductions to the District and the District shall implement such termination.
3. The Association shall indemnify, defend and hold the district harmless against any claim made and against any suits against the Board or members of towns on account of payroll deduction of dues. The Association agrees to refund the school district any amount paid in error on account of payroll deduction provision upon presentation of proper evidence thereof.
4. Employees will receive specific itemization of all payroll deductions included as part of their paycheck.
5. Salary Deductions - When necessary will be taken at 1/260th of the annual salary.

6. Compensation - For work performed by the director for other outside organizations while the director is being compensated by the RSU 73 School District, shall be either taken as non-work days or the compensation for the time worked shall be submitted to the RSU 73 School District Business Manager.
7. Workers Compensation –The Board shall provide Workers Compensation as required by law.

ARTICLE 10 – INSURANCE

- A. The Board will provide the Maine Education Association Benefits Trust (MEABT) Anthem Blue Cross and Blue Shield plan choices on the coverage level selected by the employee who elect to participate.
 1. If an employee’s spouse is eligible to receive health insurance with major medical coverage from the spouse’s employment, then the Board shall only be obligated to contribute the monthly amount applicable to the adult with child coverage.
 2. Medical insurance rate percentage break down are found in Addendum A.
 3. Employees desiring coverage beyond the coverage of the Choice Plus Plan must pay the difference in premium. Any health insurance premium above the amount paid by the district will be deducted from the employee’s pay on a pre-tax basis in accordance with the current requirements of Section 125 of the Internal Revenue Code and any other applicable laws. The employee must initiate enrollment into the plan it is not automatic.

B. Payment-in-Lieu

Directors who choose not to enroll in the health insurance plan shall receive \$120.00 per month in lieu of the health insurance coverage paid for by the RSU 73 School District. The director must be eligible for the payment in lieu provision by meeting the following eligibility criteria:

1. A director is eligible if he/she chooses not to be covered under any health insurance plan paid for by the RSU 73 School District.
2. Any director who is newly hired after contract ratification will be eligible for payment in lieu of insurance, if they meet the full criteria as written in this article.

3. Directors who apply for payment in lieu of health insurance must sign a form that they are covered by health insurance in order to be eligible. If the director is not covered by another health insurance plan, he/she is not eligible for payment in lieu of the insurance coverage paid for by the RSU 73 School District.
 4. Enrollment in the payment in lieu of health insurance option may be on a month-to-month basis. Once the option has been selected, re-enrollment in the health insurance program will be in accordance with the insurance provider regulations.
 5. Director's spouses who are eligible to be covered by health insurance policy not paid for by the RSU 73 School District are not eligible for health insurance paid for by the Board.
 6. Directors will report to the RSU 73 School District Business Manager using a RSU 73 School District insurance verification form if they are or their spouses become eligible for coverage under another paid MEA health insurance policy during the term of this agreement.
 7. Upon retirement, a Director may continue coverage in the group plan at his/her own expense.
- C. Dental Insurance: The Board will provide dental insurance coverage for the employee according to Addendum A.
- D. Life Insurance: The Board will provide life insurance coverage to each employee as follows:
1. Group term life insurance, death benefits and accidental death and dismemberment benefit in an amount equal to 1.5 times annual employee's salary of each insured employee rounded to the next one thousand for each year of this Agreement.
 2. Long Term Disability

The Board will pay 100% of the annual premium of a long-term disability insurance plan. The Board will provide a group term life insurance, death benefits and accidental death and dismemberment benefits in an amount equal to one and one-half times the individual's annual salary rounded to the next one thousand.

ARTICLE 11 – PROFESSIONAL DEVELOPMENT & COURSE REIMBURSEMENT

- A. Upon approval by the Superintendent of Schools, and subject to the limitations of this article, the Board will pay 100% of tuition costs for courses which, in the judgment of the Superintendent, are required for employee improvement and that will enhance the employee's work duties in RSU 73. Courses must be approved in advance before registration takes place.

- B. Courses must be successfully completed, to be reimbursed at the current University of Maine tuition levels. Not more than six (6) credit hours may be taken during the fiscal year per employee.
- C. Payment for tuition costs for graduate or undergraduate courses, which have prior approval of the Superintendent, will be prepaid for degree program candidates.
- D. Payment will be made for elective courses following the receipt of the official transcript with a grade of at least "B", and documentation of payment by the employee. Courses without at least a grade of "B" will not be reimbursed.

ARTICLE 12 – VACATIONS AND HOLIDAYS

A. Vacations

- 1. Employees covered by this agreement are eligible for vacation after one year of employment.
- 2. Employees will be afforded vacation-time according to Addendum A. Vacation time is part of the employee's work year and part of the overall contract days for the position.

B. Holidays

Holidays listed below will be paid at the normal rate of per diem pay.

- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day – and the day after
- Christmas Eve and Christmas Day
- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Patriot's Day
- Fourth of July

TOTAL: 13 holidays (For 260 Day Employees)

11 holidays (For 240 Day or less Employees minus Patriots Day and July 4)

ARTICLE 13 – RESIGNATION

Directors will refrain from submitting resignations during August of any year except by mutual agreement of both parties. Unless the administrator has the superintendent approval, administrator must give fifteen (15) working days notice of resignation.

ARTICLE 14- RETIREMENT

Retirement:

1. In order to be eligible for retirement benefits, a letter of notification to retire must be filed with the Superintendent by January 31 of the year of retirement. The Board may waive the notice in unusual circumstances.
2. Eligibility for retirement benefit shall require that the employee satisfy the requirements to receive a pension at the time of retirement from either the Maine Public Employee Retirement System or from Social Security.
3. After fifteen (15) years or more of service to RSU #73 (including service to the former Jay School Department and/or MSAD #36), and reaching the age of eligibility to receive a pension from either MPERS or Social Security, payment shall be made to the Employee at his/her Rate of Pay;

Fifteen (15) years of service- three (3) weeks payment at the time of retirement

Twenty (20) years of service – five (5) weeks payment at the time of retirement.

4. As of the effective date of this Agreement, all new employees will not be eligible for this retirement benefit.

ARTICLE 15 – MISCELLANEOUS

A. Miscellaneous

1. Employees will be compensated at 100% the current Internal Revenue Service per mile rate for travel using their own vehicle when required by the Superintendent in advance of using the vehicle.
2. Conferences – Conferences and workshop expenses as approved in advance of registration by the Superintendent of Schools, shall be paid in full for the director.
3. Confidentiality - Employees are required to be confidential in relation to their work. Employees will not provide confidential information to any person.

ARTICLE 16 – DURATION OF CONTRACT

This Agreement shall be effective on July 1, 2015, and continue in effect until June 30, 2018. This Agreement shall continue past its expiration date until a successor is negotiated to the extent provided by law and case law.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as indicated below. A certification of a majority ratification by both parties shall be attached hereto and made a part hereof.

RSU 73 Board of Directors

Manager and Director Association

Denise J. Rodzen 8/17/16
Denise Rodzen, Chairperson (Date)

Nicole Argraves 6-30-16
Nicole Argraves MEA, Chief Negotiator (Date)

Kenneth J. Healey 8/11/16
Kenneth J. Healey, Superintendent (Date)

Kenneth Vining 6-30-16
Kenneth Vining, Association Member (Date)

Robyn Raymond 6-30-16

APPENDIX: A

**APPENDIX: A
GRIEVANCE FORM**

Grievance Form

Level:

Aggrieved Person:

Position:

School:

Contract Provisions Involved:

Article and any other applicable articles, state or federal laws, or policies, procedures and past practices.

Time, Date, Place of Occurrence:

Statement of Grievance (include events and conditions of persons responsible):

Redress Sought:

Any other remedy to make the grievant whole in every way.

Date:

Signed:

Manager and Director's Association

Date filed:

1) with Superintendent:

2) with School Board:

3) with arbitrator:

Note: Must be printed on green paper.

ADDENDUM A

Health Insurance (Choice Plus)

2015-2016

Single	18% of the choice plus plan	Annual Cost
Two Adults	18% of the choice plus plan	Annual Cost
Adult + Child/Children	18% of the choice plus plan	Annual Cost
Family	18% of the choice plus plan	Annual Cost

2016-2017

Single	19% of the choice plus plan	Annual Cost
Two Adults	19% of the choice plus plan	Annual Cost
Adult + Child/Children	19% of the choice plus plan	Annual Cost
Family	19% of the choice plus plan	Annual Cost

2017-2018

Single	20% of the choice plus plan	Annual Cost
Two Adults	20% of the choice plus plan	Annual Cost
Adult + Child/Children	20% of the choice plus plan	Annual Cost
Family	20% of the choice plus plan	Annual Cost

Work Year - (260) days plus additional time as needed. Directors shall receive (25) days of vacation (240 day or less employees will have vacation days prorated) annually exclusive of 13 non-working Legal Holidays. Paid vacation shall be taken during the year in which it is earned and shall not accumulate from year to year without prior approval of the Superintendent. If approved by the Superintendent, a director can carry up to five (5) vacation days into the new-year that must be used during the month of July.

Directors that want to work a year that is less than (260) workdays, may present to the Superintendent a work plan that outlines how the duties of their job will be accomplished with fewer workdays. The Superintendent may or may not approve a reduced work year. Any work year reduction will be compensated at a reduced per diem amount based on the compensation for the full (260) work year. Half-time public employees are defined as only those public employees working at least (130) full days.

Should a director work less than (260) days during the work year a per diem deduction will be made during the last payroll of the work year commensurate with the number of days not worked based on a per diem amount of the salary for the position divided by (260).

Dental Insurance:

The Board will provide full dental insurance coverage on the applicable plan offered by RSU 73 and selected by the Director.

ADDENDUM B**SALARIES
2015-2018**

Name	2015-2016	2016-2017
Business Manager	\$68,500.00	\$69,527.00
Main/Trans Director	\$62,500.00	\$63,437.00
Technology Director	\$65,600.00	\$66,584.00
Adult Education Director	\$50,000.00	\$50,750.00
Food Services Director	\$52,000.00	\$52,780.00

Name	2017-2018
Business Manager	\$70,570.00
Main/Trans Director	\$64,389.00
Technology Director	\$67,583.00
Adult Education Director	\$51,511.25
Food Services Director	\$53,571.70

* The above salaries are based on a 260-day work-year.