Bethlehem School District

Professional Negotiated Agreement

Bethlehem School Board

and

Bethlehem Education Association, NEA/NH

September 1, 2015 - August 31, 2017

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ARTICLE I

RECOGNITION

The School Board recognizes the Bethlehem Education Association - NEA/NH - as representative of all employees as certified by the Public Employee Labor Relations Board. Negotiations shall be in accordance with NH RSA 273-A.

Except as validly limited by express provisions of this agreement, the school board reserves the right to exercise management prerogatives to include, but not limited to: unilaterally determine the standards of services to be offered by it; set the standards of selection of employees; select employees; direct and assign its employees; take disciplinary action; relieve its employees from duties because of lack of work or other legitimate reasons; maintain the efficiency of governmental operations, determine the methods, means and personnel by which its operations are to be conducted; determine the content of job classifications; allocate and reorganize positions and staffing; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organizations and the facilities, methods, means and technology of performing its work.

ARTICLE II

NEGOTIATIONS PROCEDURE

A. The Association and the Board agree to enter into collective negotiations in accordance with New Hampshire RSA 273-A. The Board and Association shall negotiate any changes in the terms and conditions of employment.

B. On or before October 1 of the year preceding the termination date of the current agreement, either party may submit to the other written notice of its intention to negotiate a successor agreement concerning salaries, fringe benefits and terms and conditions of employment.

C. The negotiation committee of the Board and the negotiation committee of the Association shall have the authority to reach a complete tentative agreement, subject to ratification by the Board and qualified voting members of the Association covered by this agreement.

D. During negotiations, the Board and the Association may establish ground rules, present relevant facts, exchange points of view, and make proposals and counter proposals.

E. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional representatives to assist and represent it in negotiations.

F. Agreement on items are tentative and non-binding until the entire negotiated agreement has been submitted in writing and agreed to by the full membership of the Association and the Board.

G. Any agreement reached shall be reduced to writing and be signed by the Board and the Association. A copy of the agreement shall be filed with the New Hampshire Employees Labor Relations Board within fourteen (14) days of the

signing. If agreement is not reached either party may declare an impasse and utilize the procedures set forth herein to resolve the impasse.

H. If an impasse is declared, a mediator, mutually acceptable to both parties shall be selected, first by consultation between the parties, and thereafter from a list provided by the New Hampshire PELRB. If the parties fail to agree upon a mediator from this list, one will be appointed according to PELRB rules and regulations.

I. The mediator will meet with the parties either jointly or separately and will take such steps as he/she may deem appropriate in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement. Any hearing will be held in closed session.

J. If the mediation effort does not result in an agreement, a fact-finder mutually acceptable to both parties shall be selected, first by consultation between the parties, and thereafter from a list provided by the PELRB. If the parties fail to agree upon a fact-finder from this list, one will be appointed according to PELRB rules and regulations. The fact-finder shall make a report on findings of fact together with recommendations for resolving each of the issues remaining in dispute, which findings and recommendations shall not be made public until the negotiating teams shall have considered them for ten (10) days. Consideration and approval or disapproval of the fact-finder's reports shall be conducted in accordance with RSA 273:A within 30 days of the release of the final fact finder's report.

K. The costs for the services of the mediator and/or fact-finder including per diem expenses, if any, and actual and necessary travel expenses shall be shared equally by both parties. Nothing within this agreement prohibits by-passing mediation and proceeding directly to fact-finding if both parties agree.

L. Implementation of any negotiated items involving school district funds shall be subject to the raising and appropriating of sufficient funds by the voters of the district. The Board shall make a good faith effort to secure the funds necessary to fully implement the fully ratified agreement.

ARTICLE III

LEAVE POLICY

A. Sick Leave

Fifteen (15) days per year accumulative to one hundred ten (110) days. Leave accumulated under this item may be used for personal illness and for death, serious illness or extreme emergency in the immediate family. (Grandparents parent, spouse, children, brothers and sisters.) A physician's certificate of health or illness may be required after an absence of five (5) consecutive work days if there is reason to believe that sick leave has been abused.

A catastrophic sick leave pool shall be established for bargaining unit members that have exhausted their accumulated sick leave days due to prolonged illness. Participation shall be voluntary and only participating members will be eligible for sick bank use. Two days of sick leave per participating member shall be transferred from accumulated leave to the catastrophic sick leave pool. This will be done on an annual basis until the maximum of 80 days have been accumulated in the sick leave pool. Anyone new wishing to participate after the maximum has been reached shall be allowed to join prior to October 15 of any given school year. This shall be accomplished by deducting two days from their accumulated sick leave. A committee of two school board members, two association members participating, and the building principal shall sit in governance over any decision to grant use of sick leave pool. Not more than fifty days shall be used for any one illness from the sick leave pool. Leave will only be granted to the employee for catastrophic sickness they in person are afflicted with. If a spouse or other family member is afflicted with an illness use of catastrophic pool days shall not be allowed.

B. Personal Leave

Not to exceed three (3) days annually. This leave is automatic. (Prior notice to be given to the building principal within three (3) days whenever possible, so substitution can be arranged.)

C. Professional Leave

Three (3) days per year, to be used for approved conferences, workshops, and visitations. Each teacher will set forth the reasons in writing, for requesting leave under this item to the principal who shall be responsible for approval of reimbursement. A two hundred ($200.00) dollar fund will be set aside for each bargaining unit member for reimbursement for expenses associated with the use of professional leave.

D. Maternity Leave

Pregnancy-related disability caused by childbirth, miscarriage, abortion. or other medical conditions related to childbirth and evolved therefrom shall be treated as temporary disability, if the member so desires, for the purpose of taking maternity leave. Days used for this purpose shall be charged to personal illness. A temporary leave of absence, without pay, shall be granted before and/or after leave for personal illness at the request of the member.

After the birth of the child, leave for personal illness will continue until such time as the member is able to return to work. A written statement from the attending physician will be sent to the Superintendent indicating the date of anticipated return. There shall be no loss of previously earned benefits as the result of leave under this Article.

E. Child Rearing

An unpaid leave of absence of up to one (1) year shall be granted to any member for the purpose of child rearing. Extensions may be granted by mutual agreement between the teacher and the School Board. Only one child rearing leave per family will be granted at the same time. During such leave the teacher shall continue to be covered by the Blue Cross/Blue Shield policy in effect as long as payment in full is made by the teacher to the SAU office prior to the first of each month. All benefits earned prior to this unpaid leave will be retained by the individual upon return to employment.

F. Bereavement Leave

Teachers shall be granted up to three (3) days bereavement leave in the case of a death of the teacher's mother, father, husband, wife, brother, sister, son or daughter. One (1) day bereavement leave may be granted in the case of a death of another relative or friend at the discretion of the principal.

G. Sabbatical Leave

The Board may, in full consideration of all factors, grant a sabbatical leave to a teacher for one school year. This sabbatical, if granted, shall be for the purpose of further study and will pay one-half salary for that year.

For consideration by the Board, a letter requesting a sabbatical leave shall be submitted to the Superintendent of Schools by December 1 of the school year preceding the year for which the leave has been requested.

The Board will notify the teacher of its decision by March 1 of the school year preceding the year for which the leave has been requested.

The decision of the Board shall be final and not subject to the grievance procedure.

ARTICLE IV

INSURANCE

The Board agrees to provide health insurance coverage in the form of Matthew Thornton Plan (MTB20-R$3/15M$1) as defined by the Local Government Center Health Trust. The District will cover 80% of the cost of insurance. The 20% assumed by the employee shall be deducted over a period of ten (10) months. Covering twenty (20) payroll periods.

If the health insurance GMR increase is above 10.4%, the Board and the Association will return to negotiations to look at other financial package options. If the actual health insurance rates for any year are less than 10.4% then the difference shall be added to the 10.4% to establish the year's threshold for reopening. A change in the type of coverage or in the insurance carrier can be effected by written mutual consent of the parties.

In addition the School District will provide $35,000 life insurance, and $35,000 accidental death and dismemberment insurance. Each staff member who is eligible for BC/BS must make written application and fill out the appropriate forms to be covered.

A change in the type of coverage or in the insurance carrier can be effected by written mutual consent of the parties. Health insurance benefits shall be effective for newly hired teachers on September 1st of the school year, for which they were hired. Members of the bargaining unit hired while school is in session shall have their health insurance benefits become effective on the first day of employment.

Delta Dental coverage shall be provided through the NH Municipal Insurance Trust. Single coverage shall be paid by the district. Two person or family coverage shall be available with the premium amount above the single coverage cost to be paid by the bargaining unit member. Fifty ($50.00) dollar annual deductible per person with one hundred fifty (150) dollar maximum per family. Coverage A at 100%, coverage B at 80%, coverage C at 50%, one thousand (1000) dollar annual maximum on coverage A, B. and C. Coverage D at 50% one thousand (1000) dollar lifetime maximum on coverage D. Dental coverage effective 2001-2002.

ARTICLE V

COURSE REIMBURSEMENT

A. Teacher shall be reimbursed for a maximum of eight (8) approved college credits at the current University of New Hampshire rate. All approved credits to be considered for credit for an ensuing contract year or payment, must be recorded and filed in the office of the Superintendent of Schools by the following first (1st) of September.

Teachers in their first year of employment in the Bethlehem School District shall be eligible for reimbursement of three credits only.

B. A teacher will move laterally on the schedule upon the successful completion of the required credits and written notification of intent to move laterally to the principal prior to January 1st of the prior year so that it can be included in the upcoming year's budget.

ARTICLE VI

SALARY AND PLACEMENT POLICY

2015-2016 School Year

A. A policy of hiring and retaining employees will be followed, insofar as possible, in order to enhance the productivity of the educational staff. For the 2015-2016 school year, every employee under this agreement with less than 15 years experience will receive a $2,250.00 increase over the salary paid to them in 2014-2015. Teachers with more than 15 years experience will receive an increase of $1,000.00 over the salary paid them in 2014-2015.

B. The initial placement on the hiring grid, Appendix A, shall be at the discretion of the superintendent after conferring with the BEA President. No newly hired member of the bargaining unit shall receive a salary higher than a current employee with equal years of experience/education.

C. The School Board will provide all personnel a copy of this Collective Bargaining Agreement and all revisions of addends with their contracts, and compensation for co-curricular activities is to be stated in each contract insofar as possible.

D. Individual wages, terms and conditions of employment shall not be inconsistent with the terms of this agreement.

E. Teachers who are earning graduate level course credits will earn an additional $748.00 for fifteen graduate credits earned and an additional $748.00 when they have earned thirty graduate credits. Teachers who have earned a Master's degree will earn an additional $1,516.00 more than their previous salary and teachers will earn an additional $1,516.00 when they earn fifteen graduate credits beyond their Master's degree.

2016-2017 School Year

A. A policy of hiring and retaining employees will be followed, insofar as possible, in order to enhance the productivity of the educational sstaff. For the 2016-2017 school year, every employee under this agreement with less than 15 years experience will receive a $2,250.00 increase over the salary paid to them in 2015-2016. Teachers with more than 15 years experience will receive an increase of $1,000.00 over the salary paid them in 2015-2016.

B. The initial placement on the hiring grid, Appendix A, shall be at the discretion of the superintendent after conferring with the BEA President. No newly hired member of the bargaining unit shall receive a salary higher than a current employee with equal years of experience/education.

C. The School Board will provide all personnel a copy of this Collective Bargaining Agreement and all revisions of addends with their contracts, and compensation for co-curricular activities is to be stated in each contract insofar as possible.

D. Individual wages, terms and conditions of employment shall not be inconsistent with the terms of this agreement.

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ARTICLE VII

REDUCTION IN FORCE

The Bethlehem School Board has the right to decrease the number of members of the bargaining unit because of a decrease in enrollment or discontinuation of a program. Whenever this shall occur, the Superintendent shall, prior to the date specified in NH law, notify the members of the bargaining unit involved in the reduction of the intent to fail to renominate.

The earliest date and the order in which individuals are nominated before the board shall define the most senior bargaining unit member. Areas of certification shall determine classifications within the bargaining unit. It is possible for one bargaining unit member to be considered parts of two different classifications due to multiple certifications.

Once it has been determined that a reduction is necessary, the basis for deciding which individual will be reduced shall be performance as measured by the district evaluation process, including any and all materials in the individual's personnel file. No evaluations from other than the most recent five years, including the year in which the reduction occurs, shall be used in measuring performance. In the event that the performance of all unit members who are being considered for reduction is determined to be equivalent, the unit member with the least seniority will be the first individual to be reduced. In the event that the board effectuates the reduction on the basis of seniority the only matter that may be grieved will be the questions of which teacher has the more seniority.

During the two years after failure to be renominated because of Reduction in Force, such members of the bargaining unit shall be renominated and reelected according to seniority, to fill vacancies for which they are qualified. Such renomination shall not result in loss of credit for prior years of service.

Once a position has been offered, for which the member is qualified, and the member has refused this position, any rights retained under this provision shall be null and void.

Members of the bargaining unit shall be informed prior to a RIF taking place and unit members will be asked if they intend to leave. A letter of resignation will be required to render the RIF unnecessary.

A letter will be placed in the file of any member who is reduced indicating that the non-renewal was due to a layoff.

Letters of commendation (from parents and others) shall be placed in personnel file at the request of the teacher effective 2000-2004.

ARTICLE VIII

GRIEVANCE PROCEDURE

A. Whenever a claim is made by a teacher or the Bethlehem Education Association, NEA/NH, that there has been a violation or inequitable application of any of the provisions of this agreement or board policy, the claimant will first discuss the matter with the building principal within twenty-five (25) school days of the alleged violation or within twenty-five (25) school days of when the employee knew or should have known of an alleged violation, with the objective of resolving the matter informally. If the claim is not resolved or no decision is forthcoming from the supervisor within twenty-five (25) school days, the claimant must reduce the claim to writing and file it with the building principal and the Bethlehem Education Association within twenty-five (25) school days of its first discussion above.

B. The principal will meet with the claimant, accompanied if desired by a representative of his/her choice within ten (10) school days of receiving the written claim to resolve it. If the claim continues unresolved, or if no written

decision is forthcoming from the principal within ten (10) school days after discussion, the claimant may request directly or through his/her designated representative that the claim be submitted to the Superintendent of Schools within ten (10) school days after discussion.

C. The Superintendent will meet with the principal and/or claimant in a further effort to resolve the claim. If the claim continues unresolved, or if no written decision is forthcoming from the Superintendent within (10) school days after discussion, the claimant may request within ten (10) days after the discussion that the claim be brought before the School Board.

D. The School Board will meet, within ten (10) days of the receipt of the unresolved claim, with all parties involved and with any witnesses deemed helpful by the School Board. The School Board will render its decision within ten (10) days of the conclusion of the claim.

E. In the event the aggrieved party is not satisfied with the decision of the School Board with respect to a grievance, it may, within ten (10) school days after receiving the statement, refer the grievance to arbitration. The following procedure shall be used to secure the services of an arbitrator:

1. The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached with in five (5) calendar days, the American Arbitration Association will be notified and requested to submit a roster of persons qualified to function as an arbitrator.

2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request the American Arbitration Association to submit a second roster of names.

3. If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second list, the American Arbitration Association may be requested by either party to designate an arbitrator.

4. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she shall be bound by and must comply with all of the terms of this Agreement. He/she shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The arbitrator may award a "make whole recommendation" but may apply no penalty payments. The arbitrator shall have no power to make any award involving "cost items" beyond those appropriated by the School District.

5. The Board, the aggrieved, and the Association shall receive copies of the arbitrator's report. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearing.

6. The finding of the arbitrator shall be final and binding.

7. The costs for the services of the arbitrator including per diem expenses, if any, and actual necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and Association. Any other expense shall be paid by the party incurring same.

Rights of Teachers to Representation: An aggrieved person may be represented at all stages of the grievance procedure by himself/herself or, at his/her own option, by the Association or by a representative selected or approved by the Association.

When a teacher is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent or any higher level, be notified by the Superintendent that the grievance is in process. The Association shall have the right to be present and present its position in writing at all hearing sessions held concerning such grievance and shall receive a copy of all decisions rendered.

The Board and the Association shall insure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her appeal with respect to his/her personal grievance.

Records: All documents, communication, and records dealing with the processing of the grievance may be filed provided, however, that such documents, communications, or records shall not be forwarded to any prospective employer of the grievant. A copy of such grievance(s) shall, upon request, be given to the employee.

ARTICLE IX

EVALUATION

1. The purpose of evaluation is to assess the areas of strength and weakness of a teacher and to judge the competency of that teacher.

2. Teachers shall have reasonable expectation of continued employment provided their services are competent, efficient and satisfactory.

All teachers shall be advised as to the evaluation procedures of the District. In the event that a teacher is found to be unsatisfactory in any particular area, he/she shall be advised of the unsatisfactory area requiring change or improvement, etc., and shall be expected to remedy such deficiencies in his/her performance with the help of the School Administration within a reasonable time and opportunity provided the teacher to do so.

Teachers will be observed in the classroom situation at the discretion of the Administration. Each teacher will be observed annually at least the minimum number of times described in the then current Unit policy, which shall be available at the beginning of the school year.

Within ten (10) school days of the formal observation a conference will be held between the teacher and the observer. The teacher will be given a written copy of the observation/evaluation no later than four (4) school days after the observation. At the conclusion of the conference, the teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the content thereof. The teacher shall have the right to review the contents of his/her evaluation file with Administration present at a mutually agreed upon time.

No evaluation report shall be written without a formal observation first having taken place.

Nothing in this Article shall prohibit the District from disciplining or discharging a teacher with just cause.

ARTICLE X

FAIR TREATMENT

No member of the bargaining unit shall be reprimanded, suspended or discharged without just cause.

ARTICLE XI

SAVINGS CLAUSE

If any article or part of this agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such tribunal, the remainder of the agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

ARTICLE XII

ASSOCIATION RIGHTS

The Association shall have the right to place literature in the faculty mailboxes and to use a bulletin board designated for Association use as it sees fit.

ARTICLE XIII

GENERAL PROVISIONS

This Agreement may be altered, changed, added to, or deleted from, or otherwise modified only through the mutual consent of the School Board and the Association in a written and signed amendment to this agreement.

Any teacher who uses their own car to attend workshops approved by the Principal shall be reimbursed their mileage at the current IRS rate. Teachers will be encouraged to carpool.

ARTICLE XIV

VOLUNTARY DUES DEDUCTION

The Board agrees to deduct from the salaries of its teachers dues for membership in the Bethlehem Education Association and the National Education Association/New Hampshire.

Teachers who elect to have dues deducted may authorize these deductions through the President of the Bethlehem Education Association, who will forward a list of the teachers and the correct amount to be deducted from each teacher's salary to the School Administrative Unit Office prior to November 1 of each school year. The deductions shall be made in ten (10) consecutive pay periods beginning in November. The amounts deducted shall be remitted to the President of the Bethlehem Education Association monthly starting in December.

ARTICLE XV

RETIREMENT BENEFITS

A. Salary Booster

Upon written notification to the Superintendent of intention to retire with two (2) years notice the teacher shall receive, in addition to his/her regular salary, $4,500.00 for each of the last two (2) years of teaching, notification must be given in writing to the Superintendent no later than November 1st. If a teacher chooses to give one (1) year notice, which must be given prior to November 1st, they will receive an additional $4,500.00 for the last year of teaching. Teachers must have completed a minimum of ten (10) years in the Bethlehem School District.

ARTICLE XVI

LENGTH OF THE SCHOOL YEAR

The total required days for teachers will be 188 days.

Activities for days above a total of 184 shall be determined by a committee of staff members. These activities will be in support of school district goals and as approved by the Principal.

ARTICLE XVII

LUNCH BREAK

Teachers who work a full day may have up to thirty (30) minutes for a lunch break.

ARTICLE XVIII

PERSONNEL RECORDS

Official personnel records for all staff will be maintained at the School Administrative Unit office. These files will be used for all official correspondence or inquiry. All transcripts, staff development records, payroll deductions, evaluations, etc. will be maintained by the SAU office. All district employees may review or request copies from

their official files with prior notice. Employees have the right to attach responses to any document in their file.

ARTICLE XIX

SEVERANCE

Teachers who retire or are laid off shall be entitled to payment for unused sick leave. This payment shall be 1/3 of the individuals accumulated days to a maximum of 30 days at $200.00 per day. In order to be eligible, an individual would have to have a minimum of 10 years service with the Bethlehem School District. This payment shall be provided within 30 days of the last day of employment.

ARTICLE XX

DURATION

This Negotiations Agreement shall be for the period beginning **September 1, 2015** and ending **August 31, 2017**

APPENDIX A

BETHLEHEM PROFESSIONAL STAFF
HIRING GRID
2015-2016 School year

No Salary Schedule

Experience	BA	BA+15	BA+30	MA	MA+15
1	$33,841	$34,599	$35,357	$36,873	$38,389
2	$35,357	$36,115	$36,873	$38,389	$39,905
3	$36,873	$37,631	$38,389	$39,905	$41,421
4	$38,389	$39,147	$39,905	$41,421	$42,937
5	$39,905	$40,663	$41,121	$42,937	$44,453
6	$41,421	$42,179	$42,937	$44,453	$45,969
7	$42,937	$43,695	$44,453	$45,969	$47,485
8	$44,453	$45,211	$45,969	$47,485	$49,001
9	$45,969	$46,727	$47,485	$49,001	$50,517
10	$47,485	$48,243	$49,001	$50,517	$52,033
11	$49,001	$49,759	$50,517	$52,033	$53,549
12	$50,517	$51,275	$52,033	$53,549	$55,065
13	$52,033	$52,791	$53,549	$55,065	$565681
14	$53,549	$54,307	$55,065	$56,581	$58,097
15	$55,065	$55,823	$56,581	$58,097	$59,613

The initial placement on the hiring grid shall be at the discretion of the Superintendent after conferring with the BEA President. No newly hired member of the bargaining unit shall receive a salary higher than a current employee with equal years of certified teaching experience.

APPENDIX A
BETHLEHEM PROFESSIONAL STAFF
HIRING GRID
2016-2017 School year

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1	$33,841	$34,599	$35,357	$36,873	$38,389
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4	$38,389	$39,147	$39,905	$41,421	$42,937
5	$39,905	$40,663	$41,121	$42,937	$44,453
6	$41,421	$42,179	$42,937	$44,453	$45,969
7	$42,937	$43,695	$44,453	$45,969	$47,485
8	$44,453	$45,211	$45,969	$47,485	$49,001
9	$45,969	$46,727	$47,485	$49,001	$50,517
10	$47,485	$48,243	$49,001	$50,517	$52,033
11	$49,001	$49,759	$50,517	$52,033	$53,549
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The initial placement on the hiring grid shall be at the discretion of the Superintendent after conferring with the BEA President. No newly hired member of the bargaining unit shall receive a salary higher than a current employee with equal years of certified teaching experience.

For the Bethlehem Education Association:

Andrea Bryant

Date 4/13/15

Sara Smith

Date 4/13/15

For the Bethlehem School Board

Carol Kerrigan

Date 4/13/15

[illegible]

Date 4/13/15