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REISSUE

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# Collective Agreement

*Between*

Ontario Secondary School Teachers' Federation

District 19 — Peel Region

Professional Student Services Personnel Bargaining Unit

*and*

Peel District School Board

**September 1, 2008 to August 31, 2012**

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PROFESSIONAL STUDENT SERVICES PERSONNEL  
COLLECTIVE AGREEMENT

BETWEEN:

THE PEEL DISTRICT SCHOOL BOARD  
(hereinafter called "the Board")

- and -

THE ONTARIO SECONDARY SCHOOL  
TEACHERS' FEDERATION  
(hereinafter called "the Union")

September 1, 2008 — August 31, 2012

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## ARTICLE I - PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain harmonious and mutually satisfactory relations between the Board and its employees, to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE II - DEFINITIONS

2.01 The "Union" shall mean the Ontario Secondary School Teachers' Federation ("O.S.S.T.F.).

2.02 The "Bargaining Unit" shall mean the Ontario Secondary School Teachers' Federation, District 1.9, Peel, Professional Student Services Personnel ("P.S.S.P.") Bargaining Unit.

2.03 The "Bargaining Unit Executive" shall mean the officers of the Union who are employed by the Board and elected to represent the Bargaining Unit.

2.04 "Party" shall mean the Board, or the Bargaining Unit Executive acting on behalf of the Union.

2.05 The "District" shall mean the Ontario Secondary School Teachers' Federation, District 19, Peel.

2.06 "Part-time employee" shall mean a person employed by the Board who is a member of the bargaining unit and works a regular number of assigned hours or days per week which is less than a full-time assignment of five (5) full days per week.

2.07 in this Collective Agreement "temporary employee" means a person who:

- a) works on a temporary basis to replace permanent or probationary employees absent due to illness, accident, leave of absence or any other temporary reasons, for a period not exceeding twenty-four (24) months;
- b) during periods of heavy workload or other temporary requirements for a period not exceeding ten (10) months.

### ARTICLE III - RECOGNITION

3.01 This Agreement shall apply to all employees in the bargaining unit defined in the certificate issued by the Ontario Labour Relations Board on the 12th day of April, 1991, that is, all employees of the Peel District School Board in the Region of Peel employed as speech/language pathologists, psychoeducational consultants and social workers, save and except supervisors, persons above the rank of supervisor, students employed during the school vacation period, university students employed for the purpose of a cooperative education program, and employees in bargaining units for whom any trade union held bargaining rights as of February 25, 1991.

Clarity Note: For the purposes of clarity it is noted that the term "supervisor" includes the positions of Senior Psychologist, Chief Psychologist, Senior Social Worker, Chief Social Worker and Chief Speech/Language Pathologist.

3.02 a) The Board recognizes the Union as the sole collective bargaining agent for all employees in the bargaining unit defined above.

b) The Board recognizes the Bargaining Unit as the agent/representative of the Union for purposes of any further negotiation for the renewal of this Collective Agreement and the administration of this Collective Agreement.

3.03 For the purpose of clarification, no person covered by any Agreement made under *The School Boards and Teachers Collective Negotiations Act* shall be covered by this Agreement.

3.04 At any further negotiations for the renewal of this Agreement the Board shall recognize and meet with a Negotiating Committee of the Bargaining Unit consisting of not more than five (5) bargaining unit employees plus the Bargaining Unit's chief negotiator. The Bargaining Unit may, if it desires, have the assistance of an outside representative.

3.05 a) The Bargaining Unit shall notify the Board as to the members of its Negotiating Committee and Bargaining Unit Executive, and the Board shall not be required to recognize any person as such a Committee or Executive member until so notified.

- 3.05 b) The Board shall notify the Bargaining Unit as to the members of its Negotiating Committee and Grievance Committee, and the Bargaining Unit shall not be required to recognize any person as such a Committee member until so notified.
- 3.06 The members of the Bargaining Unit's Negotiating Committee, Grievance Committee or Bargaining Unit Executive shall not leave their regular duties without first notifying and receiving the consent of their respective Superintendent(s) or designate. It is understood that the Committee members will not absent themselves from their regular duties unreasonably. The Board agrees that consent will not be unreasonably withheld.
- 3.07 When an employee is elected to a position with OSSTF provincial office, the employee will be granted a leave of absence, provided the employee notifies the Board of the need for the leave, no later than March 31<sup>st</sup>, for the following school year. The Board shall continue to pay the salary and benefits of the employee on leave and OSSTF agrees to reimburse the Board for the cost of such salary and benefits. An employee returning from leave shall return to the same or comparable position occupied prior to taking the leave, if one still exists.
- 3.08 Except for error, inadvertence or omissions this Agreement shall form the basis of computing all salaries and determining other conditions defined herein.

## ARTICLE IV - MANAGEMENT RIGHTS

- 4.01 Save and except to the extent modified or curtailed by any provisions of this Agreement and its Appendices, the right to manage and conduct the business of the Board is vested exclusively and without limitation with the Board and its Administration.
- 4.02 Without limiting the generality of the foregoing, subject only to the specific provisions of this Agreement and the right of any employee to lodge a grievance under the grievance procedures herein provided for, the employees and the Union recognize and accept that it is the right of the Board to:
- a) hire, transfer, promote, demote, classify, direct, assign, or lay-off;
  - b) suspend with or without pay, discharge or otherwise discipline an employee for just cause, subject to Article 4.05 b);
  - c) determine the location of operations and services, their expansion or their curtailment; contracting out; determine the schedules of operations, services to be provided and work schedules; determine the methods, procedures and equipment to be employed, job content, the standards of performance for all employees, the establishment of work or job assignments; change, combine or abolish job classifications; determine the qualifications of an employee to perform any particular job or service; decide on the number of employees needed by the Board at any time; and
  - d) to make, enforce and alter from time to time, rules, regulations and policies governing bargaining unit employees which are not unreasonable.
- 4.03 The Board agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Collective Agreement or governing statutes, and the express provisions of this Agreement and any governing statutes constitute the only limitations upon the Board's rights.



4.04 The Codes of Ethics recognized by the Board and the Bargaining Unit shall be the Regulations, Standards of Professional Conduct and Guidelines of the College of Psychologists of Ontario, the Professional Practice Standards of the College of Audiologists and Speech-Language Pathologists of Ontario, and the Code of Ethics and Standards of Practice of the Ontario College of Social Workers and Social Service Workers currently in effect.

4.05 Probationary Period

- a) Newly hired employees shall serve a probationary period of one year within the bargaining unit. If the employee receives one or more unsatisfactory evaluations during the one year probationary period, the probationary period may be extended by the Board for a further one year, or until the employee receives a satisfactory evaluation, whichever comes first. The probationary period may also be extended by mutual agreement of the Board and the Bargaining Unit Executive and the employee, pursuant to such terms and conditions as they may consider reasonable in the circumstances.
- b) It is recognized that a lesser standard of just cause (basic procedural fairness) applies to the discharge of probationary employees.

4.06 a) Employees in the Bargaining Unit shall not be requested by the Board to conduct an evaluation of another Bargaining Unit member.

When a Bargaining Unit member is providing clinical supervision to another Bargaining Unit member, any concerns of a supervisory nature shall be deferred to the Chief of the appropriate discipline at the request of either party.

4.07 Transfer and Job Posting Process

The transfer and job posting process shall be as per the "Transfer and Job Posting Process for PSSP" document. The Board shall not amend this process during the term of this Agreement without the consent of the Bargaining Unit Executive.

4.08 Employees in the bargaining unit who are appointed as Consultants, or Coordinators shall remain members of the bargaining unit. Such employees shall not have responsibilities related to discipline or discharge and shall not have decision-making responsibilities related to hiring, assignment allocations, or transfer of other Bargaining Unit members.

4.09 Where there is a need to assign clinical supervision responsibilities to a member(s) of the Bargaining Unit, the assignment shall be made to a member(s) who have indicated an interest in assuming clinical supervision responsibilities at the appropriate Field Office(s). The assignment shall be for a two (2) year term and may be extended by mutual agreement.

## ARTICLE V - UNION SECURITY

- 5.01 During the term of this Agreement the Board agrees to deduct, from each pay cheque of each employee, the regular monthly fees, dues and Bargaining Unit levy as certified by the Bargaining Unit to be currently in effect according to the constitution and by-laws of the Union and the Bargaining Unit. The Bargaining Unit shall notify the Board in writing, annually, as to the amount of fees, dues and Bargaining Unit levy currently in effect according to its constitution and by-laws. Sufficient notice will be given in the event of any change in fees, dues or Bargaining Unit levy.
- 5.02 The Union fees deducted in accordance with Article 5.02 shall be remitted to the Treasurer of the Union, 60 Mobile Drive, Toronto, Ontario, M4A 2P3, no later than the 15th day following the month in which the deductions were made. The Bargaining Unit levy deducted in accordance with Article 5.02 shall be remitted to the Secretary-Treasurer of the Bargaining Unit, no later than the fifteenth day following the month in which the deductions were made. A copy of the monthly fees check-off list which is sent to 60 Mobile Drive shall also be sent to the President of the Bargaining Unit.
- 5.03 The Union and the Bargaining Unit shall indemnify and save the Board harmless with respect to all claims, suits, attachments and any form of liability as a result of the deductions and remittance of dues by the Board pursuant to this Article.
- 5.04 a) The employer shall provide new employees with a copy of the Collective Agreement. In addition, the employer shall provide each new employee with a letter of introduction, supplied by the Bargaining Unit, from the Bargaining Unit President.
- b) The Bargaining Unit President shall be provided with the following information regarding new hires on a monthly basis: name, address, home telephone number, work location (e.g. field office), F.T.E., discipline and start date.
- 5.05 If the Board requires an employee to meet with his/her supervisor in order to receive a letter regarding attendance issues, formal reprimand, suspension, or discharge, the supervisor will inform the employee that he/she has the right to have an O.S.S.T.F. representative present.
- 5.06 No member of the Bargaining Unit shall be terminated or suffer a reduction of hours or work week as a result of the Board contracting out work or services which are performed by members of the Bargaining Unit. It is understood that contracting out includes the direct use of services, which are performed by members of the Bargaining Unit, provided by agencies external to the Board not funded by the Ministry of Education.

## ARTICLE VI WORKING CONDITIONS

- 6.01 The Board will consult with the Bargaining Unit Executive regarding the working conditions for employees through the annual review of the Baseline Service document.
- 6.02 a) Employees shall be employed twelve (12) months a year. The work year shall be the school year, as defined by the *Education Act* and Regulations. Notwithstanding the foregoing, employees may be on-call for up to two (2) days during the school vacation periods.
- b) On-calls are to be used in emergency situations only, as determined by the immediate supervisor or designate supervisor. The on-call schedule shall be determined by the Board taking into consideration the minimal staffing coverage required, employee scheduling preferences and said preferences shall be granted in order of seniority. The assignment of on-calls shall be made in reverse order of seniority. A copy of the on-call schedule will be provided to the Bargaining Unit President prior to the school vacation periods. Employees who work at the request of their immediate supervisor, or designate supervisor, on their on-call day, shall be entitled to equivalent time off in lieu, at a mutually agreeable time.
- c) Notwithstanding Article 6.02 a), the position(s) of Coordinator shall be employed and have a work year of twelve (12) months a year with five (5) weeks vacation. The scheduling of vacations is subject to the approval of the immediate supervisor. Coordinators shall not be required to work during the Christmas Break and March Break.
- 6.03 Full-time employees shall normally work, Monday to Friday, thirty-five (35) hours per week (exclusive of lunch periods). Starting and finishing times shall be determined by the immediate supervisor.
- 6.04 Employees who are authorized by their immediate supervisor to work outside of the normal thirty-five (35) hour work week shall be entitled to equivalent time off in lieu, at a mutually agreeable time.
- 6.05 Employees who are authorized by their immediate supervisor to work outside of the work year, as defined in Article 6.02, shall be entitled to equivalent time off in lieu, at a mutually agreeable time.

6.06 Work Space — School Sites

The parties agreed to the following protocol:

- a) The principal determines the appropriate space at the school and discusses it with the PSSP member. Consideration shall be given but not limited to:
  - privacy requirements
  - door with a window
  - suitable furniture
  - access to a telephone and a computer
- b) If difficulties arise and a solution is not forthcoming, then the issue will be referred to the appropriate Superintendent and the President of the Bargaining Unit (or designate) for resolution.

6.07 Work Space — Field Offices/Central Board Office

The parties agreed to the following protocol:

- a) The Superintendent shall assign work space at the field office/Central Board office to each PSSP member. Consideration shall be given but not limited to:
  - access to a work station with a telephone and computer
  - filing cabinets with locks
- b) If difficulties arise and a solution is not forthcoming, then the issue will be referred to the Director of Education (or designate) and the President of the Bargaining Unit (or designate) for resolution.

6.08 No member of the PSSP Bargaining Unit shall be required to transport students in a personal vehicle.

## ARTICLE VII - MISCELLANEOUS

7.01 Unless otherwise specifically indicated in this Agreement, all correspondence between the parties arising out of, or in connection with, this Agreement shall pass to and from the Director of Human Resources Support Services or designate, and the President of the Bargaining Unit or designate.

7.02 When the context requires, the singular shall include the plural, the masculine shall include the feminine and the feminine shall include the masculine.

### 7.03 Personnel Files

- a) Only one official employee record file (hereinafter referred to as the "file") shall be kept for each employee in the Human Resources Services Department at the H.J.A. Brown Education Centre.
- b) An employee shall have reasonable access to the employee's own file.
- c) An employee may request the removal or amendment of documents in the employee's personnel file which are of a disciplinary or negative nature after two (2) years has expired following issuance of the document. Such a request shall be made in writing to the Director of Human Resources Support Services, who shall consider the request in his or her sole discretion. Where such a request is denied, the reasons shall be provided to the employee in writing.

7.04 If the Board creates a new position or changes a position to be filled by an employee either by reclassification or by use of terminology or nomenclature not presently in the Agreement, or eliminates a position currently filled by an Employee, the Board and the Bargaining Unit shall consult with regard to salary, allowances and other terms and conditions of employment.

7.05 Should the Board be eligible for an Employment Insurance Premium Reduction, the Board shall pay, in accordance with the *Employment Insurance Act* and regulations, the employee's portion of the premium reduction to the Secretary Treasurer of the Bargaining Unit on or before March 1st of each year.

ARTICLE VIII - NO STRIKES OR LOCKOUTS

8.01 The Board agrees that there shall be no lockout of employees and the Union and Bargaining Unit agree that there shall be no strike, as those terms are defined under the *Labour Relations Act*, so long as this Agreement continues to operate.

8.02 No employees of this bargaining unit shall be expected to perform duties carried out by other employees of the Board should such other employees be involved in legal strike action against the Board. However, this Article shall in no way release an employee from his/her professional and/or ethical obligations.

## ARTICLE IX - GRIEVANCE PROCEDURE

9.01 The purpose of this Article is to establish a procedure for the settlement of grievances as quickly as possible.

9.02 A "grievance" shall be defined as any matter arising from the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable. A grievance shall contain:

- a) a description of how the alleged dispute is in violation of the Agreement;
- b) a statement of facts to support such grievance, including the specific Article(s) violated;
- c) the remedy sought; and
- d) the signature of the President of the Bargaining Unit, or the President's designate, and the grievor in the case of an individual grievance.

### 9.03 Informal Stage

It is understood that an employee has no grievance until the employee and/or the Bargaining Unit Executive, has first given the appropriate Board official an opportunity to adjust the complaint. A complaint relating to the interpretation, application, administration or alleged violation of this Agreement shall be brought to the attention of the appropriate Board official within ten (10) working days of the date the employee becomes aware or would reasonably be expected to become aware of the circumstances giving rise to the complaint. The Board official shall respond orally to the complaint within ten (10) working days of receiving it.

### 9.04 Formal Stage

Should the employee be dissatisfied with the said Board official's disposition of the complaint, the Bargaining Unit Executive may take the matter up as a grievance in the following manner and sequence:



#### 9.04 Step 1

The Bargaining Unit Executive may initiate a grievance in accordance with Article 9.02 above, within ten (10) working days of receipt of the appropriate Board official's disposition of the complaint. The grievance shall be referred to the Superintendent of Education through the Director of Human Resources Support Services. The Superintendent of Education may convene a meeting with the Bargaining Unit representatives and such other persons as the Superintendent may require, within ten (10) working days of receipt of the grievance. The Bargaining Unit representatives may request the employee involved in the complaint also attend such meeting. The decision of the Superintendent of Education shall be given in writing to the Bargaining Unit Executive and the grievor within five (5) working days following the meeting or the expiration of time for the holding of a meeting. Notwithstanding the foregoing, where the Bargaining Unit Executive and the Board agree that it is appropriate, a grievance may proceed directly to Step 2 or Step 3.

#### Step 2

Should the Bargaining Unit Executive be dissatisfied with the disposition of the grievance at Step 1, the grievance may be referred to the Manager of Labour Relations, or designate within five (5) working days. The Manager of Labour Relations or designate may convene a meeting with representatives of the Bargaining Unit. The decision shall be rendered in writing to the Bargaining Unit Executive within ten (10) working days of receipt of the grievance.

#### Step 3

If no settlement is reached at Step 2, the Bargaining Unit Executive may, within ten (10) working days of the reply of the Manager of Labour Relations or designate, refer the grievance through the Director of Human Resources Support Services to the Board's Grievance Committee. The Board's Grievance Committee shall meet within fifteen (15) working days of the referral, to deal with the grievance. The Grievance Committee's decision shall be given in writing to the Bargaining Unit Executive within five (5) working days following the meeting. The grievor may attend the Step 3 grievance meeting.

if the reply of the Board's Grievance Committee is unacceptable, the Bargaining Unit Executive may then refer the grievance to arbitration within ten (10) working days of the receipt of the reply as hereinafter provided.

9.05 a) The Bargaining Unit Executive or the Board may initiate a grievance regarding a matter arising directly between the Board and the Bargaining Unit, beginning at Step 2 of the Grievance Procedure. Such grievance shall be filed within fifteen (15) working days of the occurrence complained of. Any such grievance may be referred to arbitration as hereinafter provided by the Board, in the case of a Board grievance, or by the Bargaining Unit Executive, in the case of a Bargaining Unit grievance. The Bargaining Unit Executive may not institute a grievance directly affecting an employee which such employee could personally institute and the regular Grievance Procedure shall not thereby be by-passed.

b) A complaint or grievance arising directly between the Board and the Bargaining Unit on behalf of a retired or deceased member must be initiated by either party commencing with Step 2.

9.06 Any complaint or grievance which is not commenced or processed through the next stage of the Grievance or Arbitration Procedures within the time specified herein shall be deemed to have been abandoned. However, time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the Board and the Bargaining Unit Executive.

9.07 Grievance Mediation

At any stage in the Grievance Procedure the parties, by mutual consent in writing, may elect to attempt to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.

## ARTICLE X - ARBITRATION

- 10.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting the Grievance Procedure established by this Agreement, notify the other in writing of its desire to submit the difference to arbitration in accordance with Step 3 of the Grievance Procedure. The grievance shall be submitted to a mutually agreed upon single arbitrator. Should the parties fail to agree upon an arbitrator within five (5) days of receipt of the written notification of desire to move to arbitration, the appointment shall be made by the Minister of Labour upon the request of either party.
- 10.02 Upon written request of either party, the grievance shall be submitted to a Board of Arbitration. The written request shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other party or the name of its appointee to the Arbitration Board. Where two appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the two appointees fail to agree upon a Chairperson within five (5) days, the appointment shall be made by the Minister of Labour upon request of either party.
- 10.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10.04 The arbitrator or arbitration board, as the case may be, shall not be authorized to make any decision inconsistent with the provisions of this Agreement, not to alter, modify or amend any part of this Agreement.
- 10.05 Each of the parties hereto will bear the expenses of its appointee to an arbitration board. The parties will jointly share the expenses of the Chair or an arbitration board or a sole arbitrator, as the case may be. The decision of the majority of an arbitration board is the decision of the board but, if there is no majority, the decision of the Chair governs.
- 10.06 There shall be no reprisals of any kind taken against any person because of participation in the grievance or complaint or arbitration procedure under this Agreement.

## ARTICLE XI - SENIORITY

- 11.01 Seniority shall be accrued within each of the following Discipline Groups: Psychology, Social Work, and Speech/Language Pathology. Seniority shall mean an employee's length of continuous service within each Discipline Group with the Board. Effective September 1, 2000, a new employee's seniority shall be dated back to the most recent start date within the Discipline Group with the Board which shall include a temporary assignment provided that there has been no break in service between the temporary assignment and the permanent assignment. For the purpose of seniority, "start date" is defined as the employee's first day of work for which the employee is paid and "break in service" shall not include the natural school breaks during the Summer, March Break and Christmas.
- 11.02 Seniority once established for an employee shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:
- a) if the employee voluntarily quits;
  - b) if the employee retires;
  - c) if the employee is discharged for just cause and not reinstated through the Grievance Procedure or Arbitration Procedure;
  - d) if the employee fails to report for duty, either for more than five (5) working days without reasonable explanation, or after a lay-off or leave of absence, in accordance with the provisions of this Agreement and the instructions provided to the employee;
  - e) if twenty-four (24) months or a period equal to the employee's seniority at the time of lay-off, whichever is less, have elapsed from the date of a lay-off.
- 11.03 Each discipline's seniority list, current as of December 31st of each year, shall be posted electronically by the Board on or before January 31st of each year. The Board shall send an electronic copy of the same seniority lists to the President of the Bargaining Unit or designate at the same time as the lists are posted electronically.

11.04 Bargaining Unit employees shall have ten (10) working days following January 31st to query their placement on the list. Such employees shall state the reasons for their query and provide supporting documentation to the Director of Human Resources Support Services or designate, and the President of the Bargaining Unit or designate.

The Director of Human Resources Support Services or designate and the President of the Bargaining Unit or designate shall review each query and make revisions where warranted.

Should a revision be required, the revised seniority list shall be re-posted as above. If required, a copy of the final seniority list for each discipline shall be sent to the Bargaining Unit President on or before February 28th of each year.

In the event of any error or omissions occurring on any revised seniority list, the above procedure for addressing an employee's query shall be used.

11.05 The Board shall not be required to apply seniority in respect of any matter not provided for in this Collective Agreement.

11.06 Lay-off and Recall

- a) In the event the Board decides that lay-offs are required in this Bargaining Unit, representatives of the Board shall meet with representatives of the Bargaining Unit to discuss implementation issues and possible alternatives which may include resignations/retirements, leaves of absence, and reductions in the percentage of time worked.
- b) When the Board determines that it is necessary to lay-off employees within a Discipline Group, temporary employees shall be the first to be laid-off.
- c) Where further lay-offs are required within a Discipline Group, employees shall be laid-off in inverse order of seniority, provided that the remaining employees are qualified to perform the remaining work.

11.06 d) In the event of lay-off when two or more employees within a Discipline Group are initially found to have equal seniority, the tie will be broken by:

- i) previous experience including work in a temporary assignment within their Discipline Group with the Board; then
  - ii) previous experience accepted for salary purposes, as approved by the Board; then
  - iii) employees who remain tied with one another shall be randomly ordered by the Human Resources Department with the use of computer technology.
- e) Employees, other than temporary, who are laid off will be retained on the recall list for a period equal to their seniority at the time of lay-off but in no event to exceed twenty-four (24) months.
- f) Employees shall be recalled within a Discipline Group in inverse order of lay-off, provided they are qualified to perform the required work.
- g) Recall to work shall be by telephone (in person), courier, registered mail, facsimile or electronic mail. The Board shall confirm the recall, in writing, with the employee. In the event the Board is unable to contact an employee, the Board will confirm the recall by registered mail to the employee's last address on file. It shall be the duty of the employee to notify the Board promptly of any change of address, telephone, facsimile number or e-mail address. Should an employee fail to do this, the Board shall not be responsible for failure of a notice sent to reach such employee. Registered mail and courier shall be deemed to be received the business day after it is sent. All other forms of notice shall be deemed to be received on the day sent. An employee who is recalled to work must signify his/her intention to return within five (5) working days after a notice of recall has been sent out and must return within a further ten (10) working days or forfeit his/her right to recall.
- h) If an employee chooses not to accept the recall position, that employee is considered to have waived the right to recall confirming the employee's termination of employment from the Board.
- i) Notwithstanding 11.05 h), employees who are not available to accept the recall position due to extenuating circumstances acceptable to the Board and the Bargaining Unit shall be entitled to waive their right to recall under Article 11.05 f) and maintain their position on the recall list in accordance with Article 11.05 e).

11.07 A list of student interns and their pending placement shall be shared with the President of the Bargaining Unit prior to the commencement of the placement.

## ARTICLE XII - COMMITTEE PARTICIPATION

- 12.01 The Board and the Bargaining Unit shall participate in a Liaison Committee composed of up to four (4) representatives appointed by each party, which shall meet a minimum of three (3) times during the school year unless mutually agreed otherwise, to attempt to solve problems or issues arising during the term of the Agreement. The Committee shall have such additional resources as the parties may agree are required.
- 12.02 The Board agrees that any proposed changes in policy of the Board which will directly affect the Bargaining Unit shall be communicated to the President of the Bargaining Unit and after such communication, if the Bargaining Unit wishes to enter into discussion of the subject, the Board would be willing to consider the input achieved as a result of such discussion before a final decision is made by the Board.
- 12.03 The Bargaining Unit shall appoint one of its members as a delegate to the Instructional Programs/Curriculum Committee of the Board. Such a delegate shall have the right to:
- a) receive all material published for general distribution which will be made available to the Instructional Programs/Curriculum Committee;
  - b) make comment about matters relevant to the Bargaining Unit; and
  - c) ask questions which might arise from briefs, reports and delegations coming before the Instructional Programs/Curriculum Committee.
- 12.04 There shall be a staff deployment committee comprised of up to four (4) members appointed by the Bargaining Unit, and up to four (4) members appointed by the Board. The parties shall meet prior to the commencement of the staff deployment process in order to schedule meetings through the duration of the process. The purpose of the committee is to consult with regard to the deployment of PSSP staff.

### ARTICLE XIII - HEALTH & SAFETY

- 13.01 It is mutually agreed that both parties will cooperate to the fullest extent in the prevention of accidents and the promotion of safety and health in the Board's facilities, having regard for the *Occupational Health and Safety Act*.
- 13.02 One representative of the Bargaining Unit will be a member of the Joint Health and Safety Central Committee which shall meet at least every three months or more frequently if required to attempt to resolve health and safety problems.
- 13.03 Where an employee knows of a hazard that may endanger the employee or another worker, or knows of a contravention of the *Occupational Health and Safety Act* or the regulations, the employee shall report it to the site administrator and the Bargaining Unit President. Copies of any such report shall also be provided to the Board's Environmental Health and Safety Officer and the employee's representative on the Joint Health and Safety Committee.
- 13.04 The site administrator upon receipt of such a report, shall promptly investigate, or arrange for the investigation of the hazard or contravention reported. The site administrator or the designated investigator shall notify the employee, the Bargaining Unit President, the employee's representative on the Joint Health and Safety Committee and the Board's Environmental Health and Safety Officer of the findings resulting from the investigation.
- 13.05 An employee may also issue a request through the Bargaining Unit President to the employee's representative on the Joint Health and Safety Central Committee to investigate some aspect of the Physical environment of the school that may constitute a hazard to the physical well-being of students and/or staff. A copy of any such request shall be provided to the employee's site administrator.



## ARTICLE XIV - EMPLOYEE BENEFITS

14.01 There shall be a benefit committee comprised of two (2) members appointed by the Bargaining Unit, and two (2) members appointed by the Board. This Benefit Committee shall meet, on request of either party, to discuss issues of mutual concern regarding benefits.

14.02 Where required by the carrier, participation in the Employee Benefit Plans stated herein is a condition of employment.

14.03 a) The Board shall contribute on behalf of each full-time employee 100% of the premium cost of the Board's Extended Health Benefit Plan, Group Life Insurance Plan and Dental Plan.

b) Dental coverage shall be in accordance with the Ontario Dental Association fee guide in effect.

c) Group Life Insurance

i) The Board shall assume 100% of the premium cost of up to three (3) times an employee's annual salary computed to the nearest \$500.

ii) To determine the individual insurance coverage in force, all employees will have the option of one (1) times or three (3) times salary computed to the nearest \$500.

iii) An employee shall have the option to purchase, at the employee's expense, additional life insurance coverage, up to four (4) or five (5) times annual salary, subject to the rights of the insurer.

d) The Board shall administer a Long Term Disability Plan provided that:

i) any such plan conforms to the requirements of the Board's insurer;

ii) the necessary level of employee participation is ensured; and

iii) the employees assume 100% of the premium cost, which shall include an administration fee of not more than 5% of the premiums, which shall be paid to the Board.

- 14.03 e) Full-time employees on lay-off or leave of absence shall not be covered by these plans and the Board shall not be required to make premium contributions with respect to them, unless expressly provided otherwise in this Agreement. An employee on leave of absence may retain his/her membership in any plan under Article XIV, by paying full premiums applicable (subject to the rights of the insurer).
- f) A part-time employee shall be entitled to the same benefit package as outlined in a), provided that the Board's contribution to premiums shall be calculated on a pro-rata basis in the exact proportion that the employee's part-time assignment bears to a full-time assignment, and provided further that the employee pays the balance of the premium costs. However, the premium contributions for two part-time employees who were employed on a part-time basis, hired prior to August 31st, 1985, shall be in accordance with a letter of understanding dated May 29, 1992.
- 14.04 a) The Bargaining Unit shall be provided with a copy of the Group Benefits Plan booklet for PSSP staff. This booklet will not be altered during the term of this Collective Agreement without the consent of the Bargaining Unit.
- b) Notwithstanding Article 14.04 a), the Board reserves the right to change the carrier or administrator of the benefit plans outlined above, provided that there shall be no material reduction in the overall level of benefits provided and the Board has consulted with the Bargaining Unit.
- 14.05 Upon retirement from the Board, an employee with ten (10) or more years of continuous service with the Board or its predecessors may elect to continue to participate in any employee benefit plans in which he/she is enrolled at the time of retirement, until the employee reaches the age of sixty-five (65). The retired employee shall assume the full cost of the premiums.
- 14.06 a) Employees who are eligible under O.M.E.R.S. regulations shall participate in the Ontario Municipal Employees' Retirement System.
- b) Employees who are eligible under the Teachers' Pension Plan Regulations shall participate in the Teachers' Pension Plan.

14.07 Board Liability Insurance

The Board shall provide excess automobile liability insurance coverage as per Appendix "K. Appendix "A" shall be updated annually if necessary by a letter between the Board and the Bargaining Unit.

14.08 Retirement Allowance

The Board Policy on Retirement Allowance in effect as of September 8, 1987 shall be continued for this bargaining unit.

14.09 Mileage

Employees shall be paid mileage expenses in accordance with Board Policy as amended from time to time.

14.10 Employees who are required to use their personal vehicle for Board business as a condition of employment shall be provided annually, upon request, with a Form T2200.

## ARTICLE XV - SICK LEAVE

- 15.01 Employees shall be entitled to sick leave credits in accordance with the following provisions of this Article.
- 15.02 a) At the beginning of each school year, each employee shall receive twenty (20) sick leave credits. Should employment commence after the beginning of the school year, that employee shall receive sick leave credits proportionate to the school year remaining. Such credits may be accumulated to a maximum of three hundred (300).
- b) A part-time employee shall be credited with sick leave on a pro-rata basis in the exact proportion that the employee's part-time assignment bears to a full-time assignment.
- 15.03 Sick leave credits accumulated under this Agreement may be added to sick leave credits accumulated by the employee under other collective agreements to which the Board is a party. However, the cumulative total of sick leave credits shall not exceed that set forth in Article 15.02 a).
- 15.04 a) The sick leave credits accumulated by each eligible employee shall be reduced by one day for each day of absence due to illness or injury. Such employee shall, if required by the Board, produce evidence of injury or illness satisfactory to the Board, which may include a certificate or report signed by a registered medical or dental practitioner.
- b) Such paid sick leave shall not be granted during any leave of absence or lay-off.
- 15.05 There shall be no payment made by the Board, other than in accordance with Article 15.04, to any employee in respect of unused sick leave credits accumulated while employed by the Board.
- 15.06 On a regular basis the employee shall be provided with a statement of current cumulative sick leave credits correct to the nearest one-half day reported on the Employee's Statement of Earnings and Deductions attached to the payroll statement.

- 15.07 a) An employee who is on an unpaid leave of absence of any kind or lay-off shall not accumulate sick leave credits but, subject to Article 15.04, shall retain the sick leave credits accumulated up to the commencement of such unpaid leave of absence or lay-off, until such time as the employee may be terminated or is deemed to be terminated pursuant to this Agreement.
- b) In the event an employee is re-employed following termination or resignation and there has been no intervening employment with another employer, the sick leave credits accumulated and standing to the credit of the employee at the time of the last termination or resignation shall be reinstated.
- c) Where an employee leaves the employ of the Board before the end of a school year and has exceeded his/her entitlement of sick leave, (being the sum of accumulated sick leave credits plus the pro-rated allowance for the period of the final year worked), the Board shall deduct a sum from the employee's final pay equivalent to the number of days of sick leave taken in excess of entitlement.

15.08 The Board shall consult with the Union regarding any new or revised standardized form(s) requesting medical information from an employee's treating healthcare providers.

15.09 Where appropriate accommodation cannot be resolved at the work location, the Board and the Bargaining Unit shall continue to develop cooperatively, in consultation with the employee involved, modified work programs for any employee who requires accommodation in respect of a disability.

15.10 The Board and the Union are committed to a consistent approach to meeting the needs of disabled employees, to treating such employees with dignity and respect, to restoring them to meaningful work of value to the Board, and to meeting the parties' obligations with respect to accommodation under the *Ontario Human Rights Code*. The Board and the Union further recognize that employees who require accommodation have obligations to cooperate in the process, including the clear communication of any accommodations sought and the providing of all reasonably required medical information.

- 15.11 The Board shall ensure that all medical records are stored in a secure location and in a confidential manner. Normal, daily access to such records and information shall be limited to the Superintendent of Human Resources Support Services and those personnel designated by the Superintendent. The Superintendent shall, upon request, advise the Bargaining Unit Executive of the names of those so designated. Such personnel shall not be members of the Bargaining Unit.
- 15.12 The Bargaining Unit Executive may file a grievance with respect to an alleged violation of the employee's rights under the Collective Agreement resulting from the administration and/or application of any Attendance Management Policy.

## ARTICLE XVI - PROFESSIONAL DEVELOPMENT LEAVE

- 16.01 Professional Development Leave may be granted at the discretion of the Superintendent of Human Resources Support Services for employees to participate in short period programs potentially beneficial to Peel students. Any such leaves shall normally not exceed seven consecutive calendar days per individual. Such programs shall include professional workshops, conferences, seminars and short term courses.
- 16.02 The total budget for Short Term Professional Development Leaves during each school year shall be \$150 per full-time equivalent employee actively employed in the bargaining unit on September 30th of each year. Any funds unspent in a school year shall be carried forward to the following school year and shall be made available in addition to the annual allocation per full-time equivalent employee.
- 16.03 a) Approval for Professional Development Leave may be granted by the Superintendent of Human Resources Support Services on the recommendation of the Joint Professional Development Leave Committee.
- b) The Joint Professional Development Leave Committee shall be comprised of three (3) representatives of the Board and three (3) from the Bargaining Unit, one from each Discipline Group. This committee shall act on behalf of and be accountable to the Superintendent of Human Resources Support Services who shall retain responsibility for the granting of Professional Development Leaves and for the proper disbursement of funds. This committee shall report to the Superintendent of Human Resources Support Services.
- c) The funds allocated may be expended within the criteria established by the Joint Committee, and approved by the Superintendent of Human Resources Support Services.
- d) The Committee shall make every effort to distribute equitably the available monies over the three (3) Discipline Groups, subject to the needs of the school system.

#### 16.04 Professional College Registration Fees

Effective September 1, 2009, members of the Bargaining Unit shall be reimbursed for the cost of registration fees required by the member's professional college. Members of the Bargaining Unit shall be required to provide supporting documentation satisfactory to the Board for reimbursement.

Such reimbursement shall be in accordance with the following:

Psychoeducational Consultants	\$795.00 per year
Speech/Language Pathologists	\$500.00 per year
Social Workers	\$375.00 per year

An employee with a 0.5 f.t.e. or less shall only be reimbursed one-half of the professional college registration fees.



## ARTICLE XVII - PREGNANCY/PARENTING LEAVE

- 17.01 Pregnancy and Parental Leaves of Absence shall be granted to an employee who has completed thirteen (13) weeks of continuous service and shall be governed by the terms of the *Employment Standards Act* as amended.
- 17.02 Pursuant to the terms of the Act, an employee should notify the appropriate Superintendent of the pregnancy, or the intention to take parental leave, as soon as possible and arrange a suitable date for the commencement of the leave.
- 17.03 The Pregnancy and Parental Leave may be extended as a Leave of Absence without pay to a maximum total of three (3) years by mutual agreement of the employee and the Board. Extensions during the first school year in which the leave is taken will normally only be approved so as to terminate at a natural break in the school year, i.e. the end of a school term or semester. Extensions beyond the first school year will only be approved for a full academic year.
- 17.04 An employee on Pregnancy Leave or Parental Leave is considered to be in the employ of the Board and may not accept employment with another employer, either during the leave or at its conclusion, unless the Board has accepted the employee's resignation, or gives the employee written consent to accept such employment.
- 17.05 Parental Leave of up to thirty-five (35) weeks for an employee who takes a pregnancy leave or up to thirty-seven (37) weeks for other employees shall be available to an employee in accordance with the terms of the *Employment Standards Act*, and subject to the following:
- a) biological mothers - immediately following Pregnancy Leave.
  - b) other parents as defined by the *Employment Standards Act* - within fifty-two (52) weeks of the child being born, or in the case of adoption, coming into care.

17.05 An employee should notify his/her appropriate Superintendent as soon as possible of a planned parental leave and arrange a suitable date for the commencement of the Leave. However, an application must be submitted no less than two (2) weeks prior to the day on which the Leave will commence. Advance notification of at least three (3) months shall be given to the Peel District School Board of intent to adopt, on the understanding that it may be necessary to commence the Leave immediately when the child becomes available.

17.06 a) The Board shall pay its normal premium contributions for any plan under Article XIV in which an employee who is on Pregnancy Leave or Parental Leave participates, for the period of the statutory Pregnancy or Parenting Leave, but not during the period of any further extension of leave granted pursuant to Article XVII. Such benefits shall be subject to the rights of the insurer.

b) An employee granted a Pregnancy Leave or Parental Leave pursuant to this Article shall be compensated by the Board under an Employment Insurance Commission of Canada ("E.I.C.") approved supplementary benefit plan provided that the employee:

- i) is eligible for Pregnancy or Parental Leave benefits under Employment Insurance ("E.I.") laws and regulations; and
- ii) makes a claim to the Board on a form to be provided indicating the weekly amount payable by E.I.

c) The plan will pay:

- i) during the two (2) week waiting period for pregnancy or parental benefits under E.I. regulations, 95% of the employee's normal weekly insurable earnings;
- ii) effective February 1, 2006, during the six (6) weeks immediately following the birth of a child, the child's natural mother shall be eligible for 100% of her normal weekly earnings minus the E.I. benefits the employee receives in respect of that period. For further clarity, the combined level of E.I. benefits, SEB payments and other earnings shall not exceed 100% of the employee's normal weekly earnings. Where this benefit overlaps with the period described in clause i), this benefit shall be provided; and

- 17.06 c)
  - iii) if an employee is not eligible for E.I. and supplementary employment benefits under clause ii), the employee may apply for sick leave benefits in accordance with Article 15 in respect of the six (6) week period immediately following the birth of her child.
  - d) No supplementary benefit will be paid under this plan for any day which falls outside the employee's normal employment period.
  - e) Except as provided for in paragraphs a) and b), employees on Pregnancy Leave or Parental Leave shall not be paid a salary or employee benefits during the period of Leave.

17.07 When the employee reports for work upon the expiration of the Leave, the Board shall permit the employee to resume work with no loss of seniority or benefits accrued to the commencement of the Pregnancy and/or Parental Leave.

17.08 Following the employee's return to duty, the Board shall reinstate the employee to the position the employee most recently held (that is, job classification and location) with the employer, if it still exists, or to a comparable position, if it does not, or any other employment mutually agreed to by the employee and the Board.

## ARTICLE XVIII - SPECIAL LEAVES OF ABSENCE

- 18.01 Special Leaves of Absence may be granted in accordance with Board Policy.
- 18.02 Special Leave of Absence may be granted to an employee if applied for before February 1<sup>st</sup> of the school year prior to the Leave Year. Applications received after February 1<sup>st</sup> may be considered, in exceptional circumstances, at the discretion of the Board.
- 18.03 Application for Special Leaves of Absence shall be presented to the Board accompanied by a recommendation of the appropriate Superintendent. The Board shall notify the applicant of its decision.
- 18.04 Employees on Special Leave of Absence shall not be paid a salary or employee benefits during the period of the leave, but they may retain their membership in any plan under Article XIV by paying full premiums (subject to the rights of the insurer).
- 18.05 An employee taking Special Leave of Absence shall be expected to notify the Board prior to February 1<sup>st</sup> whether or not he/she intends to return to his/her position with the Board in the following September.
- 18.06 Special Leaves shall be recommended by the appropriate Superintendent, but must be approved by the Director of Human Resources Support Services.
- 18.07 Following the employee's return to duty, the Board shall reinstate the employee to the position the employee most recently held (that is, job classification and location) with the employer, if it still exists, or to a comparable position, if it does not, or any other employment mutually agreed to by the employee and the Board.

ARTICLE XIX - PERSONAL LEAVES OF ABSENCE

19.01 Leaves without loss of income or deductions from Sick Leave Credits:

3 days Death - spouse, father, stepfather, mother, stepmother, child, stepchild, brother, sister, mother or father-in-law, total dependant, ward (legal guardian)

2 days Death - son or daughter-in-law, brother or sister-in-law, grandparents, grandchild

1 day serious illness of the above

5 days Compassionate Leave with the approval of appropriate Superintendent

1 day Funeral of relative not mentioned above, or close friend

2 days Parent at birth of a child

2 days Time of adoption of a son or daughter

1 day Examinations - up to 1 day per exam depending on time and place

1 day Graduation (beyond secondary) - self, spouse, child, parent

3 days Holy days

Quarantine - Period required by Medical Officer of Health

Jury Duty-

(stipend to be paid to the Board, exclusive of travelling allowances and living expenses)

Period required by the Court

Court Appearance -

i) if not a party to the action; summoned as a witness

ii) if a party to the action due to position with the Board.

Period required by the Court.

At the discretion of the Director of Human Resources Support Services, other and/or additional personal leaves may be granted.

19.02 Personal Leaves of Absence with Loss of Pay

Leave requested by the employee for personal reasons. This leave will not be used to extend vacation periods.

2 days maximum

At the discretion of the Director of Human Resources Support Services, other and/or additional personal leaves of absence with accompanying loss of salary may be granted.

19.03 Leaves of absence without pay shall be granted to attend Federation conferences, provided that no more than two (2) employees shall be granted leave at any one time and such leaves do not interfere with the required operations or programs of the Board. Such leaves shall be for a cumulative maximum of ten (10) working days in each school year. A request for such a leave shall be made by the Bargaining Unit President to the Director of Human Resources Support Services at least two (2) weeks in advance of the start of the requested leave.

19.04 It is understood and agreed that the Bargaining Unit President and Executive have their regular duties to perform and that such duties take priority over Bargaining Unit business. If it is necessary, during regular working hours, to deal with matters arising out of this Agreement, arrangements will be made as appropriate. The Bargaining Unit President will meet in June with the appropriate Superintendent, to review the work schedule of the President and Bargaining Unit Chief Negotiator for the following year.

## ARTICLE XX - OTHER LEAVES OF ABSENCE

### 20.01 Family Medical Leave

- a) Entitlement to leave  
An employee is entitled to a leave of absence without pay of up to eight weeks to provide care or support to an individual described in b) if a qualified health practitioner issues a certificate stating that the individual has a serious medical condition with a significant risk of death occurring within a period of 26 weeks or such shorter period as may be prescribed under the *Employment Standards Act* as amended.
- b) Application of Article  
Article XX.01 a) applies in respect of the following individuals:
1. The employee's spouse.
  2. A parent, step-parent or foster parent of the employee.
  3. A child, step-child or foster child of the employee or the employee's spouse.
  4. Any individual prescribed as a family member for the purpose of Family Medical Leave under the *Employment Standards Act* as amended.
- c) Earliest date leave can begin  
The employee may begin a leave under this Article no earlier than the first day of the week in which the period referred to in a) begins.
- d) Latest date employee can remain on leave  
The employee may not remain on a leave under this Article after the earlier of the following dates:
1. The last day of the week in which the individual described in b) dies.
  2. The last day of the week in which the period referred to in a) ends.

## 20.01 Family Medical Leave

### e) Two or more employees

if two or more employees take leaves under this Article in respect of a particular individual, the total of the leaves taken by all the employees shall not exceed eight weeks during the period referred to in a) that applies to the first certificate issued for the purpose of this Article.

### f) Advising the Supervisor

An employee who wishes to take leave under this section shall advise his or her Supervisor in writing that he or she will be doing so. If the employee must begin the leave before advising the Supervisor, the employee shall advise the Supervisor of the leave in writing as soon as possible after beginning it.

### g) Copy of certificate

If requested by the Supervisor, the employee shall provide the Supervisor with a copy of the certificate referred to in a) as soon as possible.

### h) Return to Position

Upon conclusion of the employee's Family Medical Leave, the employee shall be reinstated to the position the employee most recently held prior to the leave, subject to Article 11.



## ARTICLE XXI - EMPLOYEE FUNDED LEAVES

- 21.01 Participation in one of the plans shall normally be granted to any employee who has at least three (3) years seniority with the Board. The duration of the leave shall normally be one year.
- 21.02 Any employee wishing to participate in one of the plans must make written application to the Director of Human Resources Support Services or designate on or before January 31st requesting permission to participate in the plan.
- 21.03 Selection of employees for one of the plans shall be made by the Employee Funded Leave Committee, subject to final approval by the Board no later than the first Board meeting in March.
- 21.04 The employee shall be notified by the Board of the Board's decision by May 1st in the school year the original request was made as to the disposition of the employee's request.
- 21.05 Following the employee's return to duty, the Board shall reinstate the employee to the position the employee most recently held (that is, job classification and location) with the employer, if it still exists, or to a comparable position, if it does not, or any other employment mutually agreed to by the employee and the Board.
- 21.06 Sick leave credits shall continue to accumulate during the period of the leave under either plan.
- 21.07 While an employee is enrolled in one of the Plans, and not on leave, any benefits tied to salary level shall be structured according to the salary the employee would have received had they not been in one of the plans.

21.08 All applications must be submitted on the proper form and must clearly state:

- a) the date the leave is to commence
- b) the number of employment years prior to taking the leave
- c) the length of the leave

21.09 All employees wishing to participate in one of the plans shall be required to sign a Memorandum of Agreement contained in Appendix "B" before final approval for participation will be granted.

21.10 An employee, upon written notice to the Employee Funded Leave Committee, may withdraw from the plan anytime up to January 15th prior to taking the leave of absence. Upon withdrawal from the plan, the full amount of salary withheld along with any accrued interest, shall be repaid to the employee within sixty (60) days of notification of desire to leave the plan or otherwise if the employee and the Board so mutually decide. A \$25.00 administration charge shall be levied for employees who withdraw from the Plan once deductions have commenced.

21.11 If an employee leaves the employ of the Board prior to taking the leave, the employee shall be paid the full amount of salary withheld, along with any accrued interest, as in 21.10 above. If the employee dies before taking the leave, the full amount of salary withheld, along with any accrued interest shall be paid to the employee's estate or designated beneficiary.

21.12 The Board and Bargaining Unit assume no responsibility for any consequences arising out of the implementation of the Plan related to its effect on an employee's pension provisions or income tax implications.

21.13 Employee Funded Sabbatical Leave With Salary Holdback

- a) Deductions are to be made as a percentage of the Total Salary of the employee for each pay period prior to the leave.
- b) The salary held back by the Board shall be placed in a Trust Account in the Ontario Educational Credit Union Limited in the employee's name.
- c) At the commencement of the leave the Board shall authorize the Credit Union to release the Trust Account to the employee.

21.13 d) An employee's employee benefits will be maintained by the Board during the leave of absence; however, the premium costs of all employee benefits, during the year of the leave, shall be paid by the employee.

21.14 Deferred Salary Leave Plan

a) In each year of the plan, preceding the period of leave, an employee will be paid a reduced percentage of their Total Salary. The remaining percentage of the annual salary will be deferred and this accumulated amount plus any interest earned shall be retained by the Board to be paid to the employee in the period of the leave.

The calculation of interest under the terms of this plan shall be done monthly (not in advance). The interest paid shall be calculated by averaging the interest rates in effect on the last day of each month for a True Savings Account, one (1) Year Term Deposit, a three (3) Year Term Deposit and a five (5) Year Term Deposit. The rates for each of the accounts identified will be those quoted by the bank with which the Board deals.

- c) In the period of the leave the Board shall pay to the employee the total money deferred plus all accrued interest in accordance with Schedule "A".
- d) During the year of the leave, interest shall be paid as follows:
- i) A one-time calculation will be made on August 15 so that the interest recognition for the year will be applied prior to September's first pay.
  - ii) The interest rate to be used will be calculated the same as in the deferred years as in b) above.
  - iii) These rates will be applied to the average amount on deposit for the period of the leave and added to the accumulated balance at the end of August.
- e) The Board shall deduct from this amount any monies required for Income Tax, Employment Insurance, Canada Pension Plan, OMERS or Teachers' Pension Plan.
- f) An employee's employee benefits will be maintained by the Board during the leave of absence; however, the premium costs of the benefits shall be paid by the employee.

## ARTICLE XXII - WAGE SCHEDULE

22.01 The Board shall pay all full-time bargaining unit employees no less than the rates of pay set forth in Schedule "A" which is attached to and forms part of this Agreement. Rates of pay include vacation pay and pay in respect of statutory holidays which is greater than or equal to that required under the *Employment Standards Act*.

22.02 a) The salary and allowance paid to a part-time employee shall be the basic salary and allowances provided for in Schedule "A" to this Collective Agreement calculated on a pro-rata basis in the exact proportion that the employee's part-time assignment bears to a full-time assignment.

b) Notwithstanding the above, the Clinical Supervision allowance will not be pro-rated for part-time employees who have approximately the same clinical supervision workload as full-time employees doing clinical supervision.

22.03 The Board shall deposit the employee's earnings at a bank designated by the employee.

22.04 a) New employees will be hired at Step 0 on the salary grid unless they have provided evidence of previous experience which is approved by the Board for step placement.

b) In accordance with Article 22.04 a), an employee, commencing employment with the Board, whose start date is between September 1<sup>st</sup> and September 30<sup>th</sup> of the school year, must submit documentation verifying previous experience to the Human Resources department by January 31<sup>st</sup> of the same school year in order to qualify for a salary adjustment retroactive to the employee's start date. If the employee's start date is on or after October 1<sup>st</sup> of the school year, then the documentation verifying previous experience must be received in Human Resources within five (5) months from the employee's start date in order to qualify for a salary adjustment retroactive to the employee's start date. If the employee does not meet the applicable required timeline, the employee's salary will not be adjusted until the following September.

c) Any fraction of cumulative previous experience, approved by the Board, which is equivalent to .500 or more shall be counted as one year.

22.05 At the commencement of a school year, an employee's position on the salary schedule will advance one step provided they have one full year of experience in accordance with Article 6.02 a). If an employee has worked a fraction of a full year, then the number of years of experience shall be calculated by pro-rating the exact number of days worked by the employee, in exact proportion to the total number of school days in that school year. Any fraction of cumulative experience which is equivalent to .500 or more shall be counted as one year.

ARTICLE XXIII - TEMPORARY EMPLOYEES

23.01 a) Temporary employees shall not by virtue of such employment become permanent or probationary employees. The following provisions of the Collective Agreement shall be the only provisions which apply to temporary employees:

Article I - Purpose  
Article II - Definitions  
Article III - Recognition  
Article IV - Management Rights  
Article V - Union Security  
Article VII - Miscellaneous  
Article VIII - No Strikes or Lockouts  
Article IX - Grievance Procedure  
Article X - Arbitration  
Article XIII - Health & Safety  
Article XXII - Wage Schedule  
Article XXIV - No Discrimination  
Article XXVI - Criminal Record Checks.  
Schedule "A" - Salary Schedule.

b) Temporary employees who are hired for a definite term of four (4) months or more, and other temporary employees upon completion of four (4) months of continuous service shall be eligible, upon application by the employee, to participate in the Board's Extended Health and Dental plans and to receive sick leave credits in accordance with Article XV - Sick Leave. Such eligibility shall be for the duration of that particular temporary assignment, but not thereafter unless the temporary employee re-qualifies pursuant to the provisions of this paragraph.

- 23.01 c) Temporary employees who are hired for a definite term of four (4) months or more, and other temporary employees upon completion of four (4) months of continuous service shall be eligible for paid leave, without loss of sick leave credits, as follows:

Bereavement Leave

- i) Up to three (3) days paid leave in the event of the death of the employee's spouse, father, stepfather, mother, stepmother, child, stepchild, brother, sister, mother or father-in-law, total dependant, ward (legal guardian);
- ii) Up to two (2) days paid leave in the event of the death of a son or daughter-in-law, brother or sister-in-law, grandparents, grandchild;
- iii) Up to one (1) day paid leave in the event of the death of a relative not mentioned above or close personal friend;
- iv) Employees shall not be paid pursuant to this Article for Saturdays, Sundays, school holidays, while on leave of absence, or for any other period during which they would not have worked.

Jury Duty or Subpoena

An employee who is selected for service as a juror or is required by subpoena to appear in Court as a witness in any proceeding in which the employee is not a party or one of the persons charged, shall be paid the difference between the normal earnings and the payment the employee receives as a juror or witness.

ARTICLE XXIV - NO DISCRIMINATION

- 24.01 Neither the Board, the Union, the Bargaining Unit Executive nor an employee shall discriminate in their employment against any employee of the Board on any ground prohibited by the *Ontario Human Rights Code* or the *Ontario Labour Relations Act*, including age, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, record of offences, marital status, family status or handicap, as those terms are defined in the *Code*.
- 24.02 The Board, the Union, the Bargaining Unit Executive and the employees recognize that an employee has the right to freedom from sexual harassment and any other form of harassment in the workplace prohibited by the *Ontario Human Rights Code*.
- 24.03 In the event that an employee is involved in a harassment allegation to which an employee of an external agency is the complainant, the employee shall be entitled to Union representation during any proceedings involving the employee and the Board. The employee shall be entitled to receive the particulars of the allegation of harassment.
- 24.04 The Board, the Bargaining Unit Executive and the Union recognize that they all have a duty to accommodate individuals in accordance with the *Ontario Human Rights Code* and hereby confirm their agreement to comply with such obligations.



ARTICLE XXV ACTING ADMINISTRATIVE POSITIONS

- 25.01 Employees may be temporarily appointed to an acting administrative position for a period of up to one school year. During such an appointment, the terms and conditions of employment as applied to the administrative position shall apply to the Employee. No Employee shall be appointed to such acting administrative position for more than a cumulative total of three (3) full school years. The Employee shall continue to accrue seniority under Article XI and to pay all Union dues under Article V during the acting appointment. Upon termination of the acting position, or at the employee's request given thirty (30) days notice, the Employee shall return to the Employee's previous assignment, or if redundancies have occurred in the interim, to such other assignment as the Employee may be entitled to on the basis of seniority.
- 25.02 For the duration of the acting administrative position, issues regarding the evaluation or discipline of PSSP members will be referred to the Superintendent of Special Education Support Services.

ARTICLE XXVI — CRIMINAL RECORD CHECKS

- 26.01 The Board shall ensure that all records and information (including offence declarations and C.P.I.C. records) obtained pursuant to Regulation 521/01 as amended of the *Education Act*, or any subsequent regulation or law dealing with the same matter, are stored in a secure location and in a confidential manner. Normal, daily access to such records and information shall be limited to the Superintendent of Human Resources Support Services and those personnel designated by the Superintendent. The Superintendent shall, upon request, advise the Bargaining Unit Executive of the names of those so designated. Such personnel shall not be members of the Bargaining Unit.
- 26.02 The Board shall not release any information about an employee obtained pursuant to Regulation 521/01 as amended, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its legal rights or obligations.
- 26.03 An employee may be accompanied by an O.S.S.T.F. representative at any meeting held for the purpose of discussing the content of a Criminal Record Check or an Offence Declaration.

ARTICLE XXVII — PERFORMANCE APPRAISALS

- 27.01 Performance appraisals shall be conducted in accordance with the departmental document entitled "Formal Evaluation of Social Workers, Psychoeducational Consultants, and Speech & Language Pathologists". The Board shall consult with the Bargaining Unit Executive regarding any new policies or operating procedures relating to performance appraisal.
- 27.02 Notwithstanding the time limits contained in Article IX (Grievance Procedure), any grievance properly submitted regarding performance appraisals reports may be submitted up to the last day of the school year in which the performance appraisal occurs.
- 27.03 When an Employee receives a performance appraisal report which is rated unsatisfactory, the Board shall advise the Bargaining Unit Executive of that fact, so as to allow the Bargaining Unit Executive to offer the Employee assistance.
- 27.04 In the event that a performance appraisal is initiated by the Board for a non-probationary employee outside of the normal five (5) year cycle, the Bargaining Unit President will be copied on the memo to the employee regarding notification of the evaluation.


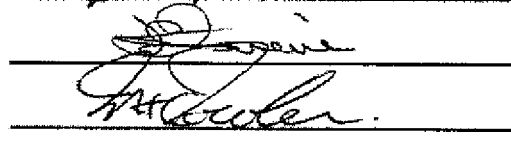
ARTICLE XXVIII — DURATION AND RENEWAL OF AGREEMENT

28.01 This Agreement shall commence on the first day of September, 2008, and end on the last day of August, 2012, and shall continue from year to year thereafter unless either party gives notice in writing to the other not less than thirty (30) days nor more than ninety (90) days prior to the expiry date hereof of that party's intention to terminate this Agreement or to negotiate revisions thereto.


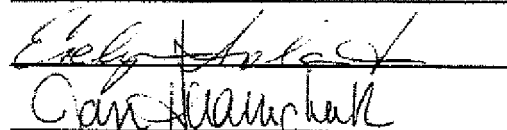
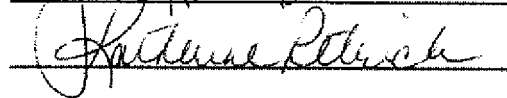
28.02 Amendments to this Agreement shall be made only by mutual consent of the Bargaining Unit and the Board, in writing.

Dated and executed this 25th day of November, 2008.

For the Peel District School Board:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

For the Bargaining Unit  
Of the Ontario Secondary School  
Teachers Federation:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Peel District School Board  
P.S.S.P. Salary Schedule  
Effective September 1, 2008

Step	Bachelor's	Master's	Registered Psychologist
0	53,406	56,679	63,226
1	56,679	59,953	66,499
2	59,953	63,226	69,773
3	63,226	66,499	73,046
4	66,499	69,773	76,319
5	69,773	73,046	
6	73,046	76,319	82,866
7	76,319	79,592	
8	79,592	82,866	
9		86,139	92,686

<u>Step</u>	<u>Coordinator</u>
0	95,869
1	98,505
2	101,230
3	103,782

Allowances

Consultant	5,131
Clinical Supervision	3,090

Peel District School Board  
P.S.S.P. Salary Schedule  
Effective September 1, 2009

Step	Bachelor's	Master's	Registered Psychologist
0	55,008	58,380	65,123
1	58,380	61,751	68,494
2	61,751	65,123	71,866
3	65,123	68,494	75,237
4	68,494	71,866	78,609
5	71,866	75,237	81,980
6	75,237	78,609	85,352
7	78,609	81,980	88,723
8	81,980	85,352	92,094
9		88,723	95,467

<u>Step</u>	<u>Coordinator</u>
0	98,745
1	101,460
2	104,267
3	106,895

<u>Allowances</u>	
Consultant	5,285
Clinical Supervision	3,183

Peel District School Board  
P.S.S.P. Salary Schedule  
Effective September 1, 2010

Step	Bachelor's	Master's	Registered Psychologist
0	56,659	60,131	67,077
1	60,131	63,604	70,549
2	63,604	67,077	74,022
3	67,077	70,549	77,494
4	70,549	74,022	80,967
5	74,022	77,494	84,440
6	77,494	80,967	87,912
7	80,967	84,440	91,385
8	84,440	87,912	94,858
9		91,385	98,331

<u>Step</u>	<u>Coordinator</u>
0	101,707
1	104,504
2	107,395
3	110,102

Allowances

Consultant	5,444
Clinical Supervision	3,278

Peel District School Board  
P.S.S.P. Salary Schedule  
Effective September 1, 2011

Step	Bachelor's	Master's	Registered Psychologist
0	58,358	61,935	69,088
1	61,935	65,512	72,665
2	65,512	69,088	76,242
3	69,088	72,665	79,819
4	72,665	76,242	83,396
5	76,242	79,819	86,972
6	79,819	83,396	90,549
7	83,396	86,972	94,126
8	86,972	90,549	97,703
9		94,126	101,280

Step	Coordinator
0	104,758
1	107,639
2	110,617
3	113,405

Allowances

Consultant	5,607
Clinical Supervision	3,376



May 30, 2005

Re: Non-Owned Automobile Liability Insurance Coverage

This letter is written to clarify certain points regarding the Board's Non-Owned Automobile Liability Insurance Coverage.

The coverage provides for a limit of liability of \$15,000,000 (fifteen million dollars) in excess of any valid Standard Automobile Insurance Policy to that held by any employee, volunteer, student or trustee of the Peel District School Board when they are involved in an accident where the Third Party sues the driver as well as the School Board. The owner's vehicle liability insurance is always the primary coverage. "Excess" is intended to mean over and above that coverage carried by the vehicle owner, the amount of which is legislated from time to time by the Ministry of Transportation for the Province of Ontario.

Coverage includes approved trips established in accordance with the Peel District School Board regulations while acting as an employee, volunteer, student or trustee, and is not restricted to regular school hours.

Approved trips are trips approved by a senior official, e.g., Vice Principal, Principal, Superintendent, in accordance with the regulations established by the Peel District School Board. In an emergency situation, e.g., transporting an injured student for medical attention, where it may not be possible to obtain such approval, the insurer will not invalidate a claim.

Yours truly,

Rani K. Dhaliwal  
Controller, Finance Support Services

PEEL DISTRICT SCHOOL BOARD

EMPLOYEE FUNDED LEAVES - APPLICATION

NAME \_\_\_\_\_ S.I.N. \_\_\_\_\_

LOCATION: \_\_\_\_\_

NO. OF YEARS IN PEEL \_\_\_\_\_ START DATE: \_\_\_\_\_

HAVE YOU PREVIOUSLY BEEN GRANTED A LEAVE? NO: \_\_\_\_\_ YES: \_\_\_\_\_

TYPE: \_\_\_\_\_ YEAR: \_\_\_\_\_

I have read the terms and conditions of The Peel District School Board's Employee Funded Leave Plan and hereby agree to enter the Plan under the following terms and conditions.

1. I wish to enroll in the Employee Funded Leave Plan - Deferred    OR Holdback     
Payments into plan commencing: \_\_\_\_\_
2. I shall take my leave from \_\_\_\_\_ to \_\_\_\_\_
3. I agree to have the Peel District School Board make appropriate deductions from my gross salary in equal installments for each pay period and to have the Board apply this amount toward the financing of my leave under this plan.
4. It is understood by both the Board and the Employee that the terms of the Employee Funded Leave Plan in effect as of May 1st of the calendar year in which the leave is to be taken will remain in force as it pertains to said Employee until the Employee returns to regular duty.
5. I appoint \_\_\_\_\_ as my beneficiary.
6. I acknowledge that according to the Income Tax Act I am required to pay income tax on the interest generated in the fund.
7. The implications that may result from the choice of plan selected are the responsibility of the participant. These include the choice of time selected, as well as pension and income tax implications.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Witness to Employee's Signature

\_\_\_\_\_  
Director of Human Resources Support Services

## LETTER OF INTENT

### Re: Home Visits

At recent collective bargaining negotiations, the Bargaining Unit raised concerns regarding Home Visits. The parties agree to refer this issue to a Committee comprised of three (3) representatives of the Board and three (3) representatives of the Bargaining Unit, plus appropriate resources, to review these concerns. The mandate of the Committee shall be to develop a protocol for Home Visits for inclusion in the Baseline Services document.

The Committee shall commence its discussions no later than thirty (30) working days following ratification.

The Board recognizes that Bargaining Unit members are not required to conduct home visits. A Bargaining Unit member's decision to conduct a home visit is based upon their professional assessment.

## LETTER OF UNDERSTANDING

### Re: Previous Social Work Experience

Previous experience for new employees which is approved by the Board for step placement will be granted in accordance with Article 22.04. The Board will recognize a Social Worker's related professional experience obtained subsequent to obtaining an undergraduate degree, and obtained prior to 2001 and the establishment of the Ontario College of Social Workers.

LETTER OF UNDERSTANDING

Re: Behaviour Coordinator

The parties agree that the position of Behaviour Coordinator shall continue to be considered as a PSSP bargaining unit position.

## LETTER OF UNDERSTANDING

### Re: Harassment

The Board agrees to review its policy concerning allegations of harassment; in particular, allegations/investigations involving individuals external to the Board. The PSSP Bargaining Unit Executive shall be consulted during such review.

## LETTER OF UNDERSTANDING

### RE: Workplace Violence in the Schools

The Ministry has established a Joint Task Group to examine and report to the parties on the issue of workplace violence in the schools. The mandate of the Joint Task Group will include:

- a review of exemplary policies and procedures that deal with the prevention of violence, the management of violent situations and the support to employees who have experienced violence;
- a review of the pertinent legislation;
- the provision of appropriate training including the recognition, prevention and control of violent situations and physical intervention techniques;
- the role of the Joint Health & Safety Committees.

The Joint Task Force will develop a report which recommends effective policies and procedures to the parties no later than December 31, 2009.

The Board and the O.S.S.T.F. Bargaining Unit(s) shall establish a Joint Committee on Workplace Violence, consisting of up to six (6) representatives each, plus appropriate resources, no later than February 28, 2010. The Committee shall review the recommendations from the Joint Task Group and where appropriate develop an implementation strategy for such recommendations for the 2010-11 school year and beyond.

LETTER OF UNDERSTANDING

Re: External Agency Personnel

In the event that the Ministry of Education issues a Policy/Program Memoranda (PPM) with respect to External Agency Personnel, the parties agree to meet to review the implications of the PPM.



## LETTER OF UNDERSTANDING

### Re: Support Workers Advisory Group (SWAG)

As part of the OSSTF Support Staff Provincial Discussion Table Agreement, the Minister of Education will establish a Support Workers Advisory Group (SWAG) which will meet from December 31<sup>st</sup>, 2008 through August 31<sup>st</sup>, 2012. In the event that recommendations are issued by the SWAG, the parties agree to review such recommendations impacting PSSP members at the Liaison Committee and where appropriate develop an implementation strategy for such recommendations.

## LETTER OF UNDERSTANDING

### Re: Implementation of the PDT

In 2009-10, the Board will apply the B-10, Appendix 9 projected funding enhancement, up to the value of the Board's share (projected at \$2,098,666 in 2009-10 and increasing to a projected \$2,292,790 in 2011-12), in the following order:

- 1) Offset staff reductions in Professional Student Services Personnel (PSSP) Staff that may otherwise have occurred between the 2008-09 and 2009-10 school years due to declining enrolment;
- 2) Use all remaining funds to hire additional unionized Board-employed OSSTF, PSSP Staff in 2009-10, up to the value of the Board's share of this new allocation.

The parties agree that the 2008-2009 permanent f.t.e. by discipline is:

Psychoeducational Consultants	53.0 f.t.e.	Speech/Language Pathologists	44.5 f.t.e.
Social Workers	50.0 f.t.e.	Behaviour Coordinator	1.0 f.t.e.
Behaviour Consultant	1.0 f.t.e.		

The parties agree to establish a Joint Staffing Funding Enhancement Committee comprised of up to three (3) representatives of the Union and up to three (3) representatives of the Board, plus appropriate resources. The Bargaining Unit may have a Provincial OSSTF staff person attend as a resource.

The Committee shall meet prior to April 30, 2009 to determine the allocation of the staffing funding enhancements in paragraph 2) above. The parties agree to hire, effective September 1, 2009, permanent f.t.e. within each of the three (3) disciplines of the PSSP Bargaining Unit beyond the f.t.e. shown above, for the period September 1, 2009 to August 31, 2012. Therefore, it is understood and agreed that no permanent member of the Bargaining Unit shall be laid off prior to August 30, 2012. It is understood that the total amount used for the staffing funding enhancements shall not exceed the Board's share of this new allocation.

The parties agree that the B-10, Appendix 9 projected funding enhancement will be reduced by the additional allocations during negotiations for professional college registration fees, professional development, and benefit enhancements negotiated for the 2009-10 year. The number of new positions created using the enhancement funding less the additional allocations above, shall be determined by dividing by the salary of the position(s) + 21.3% for statutory and employee benefits + benefit enhancements + related professional college registration fees + professional development allocation.

The parties agree that the above process shall be used to determine any additional PSSP staffing that may be required in 2010-11 and 2011-12 due to an increase in the Board's share of the B-10, Appendix 9 allocation in those years resulting from changes in enrolment.

## LETTER OF UNDERSTANDING

### RE: Professional Development Allocation

The Board will receive, in 2008-09, a one-time allocation for professional development and training for support workers. The proportionate share of money for the bargaining unit as provided by the Ministry of Education will be turned over to the Bargaining Unit no later than December 31, 2008. It is understood that the total turned over to the bargaining unit shall not exceed the bargaining unit's proportionate share of the fund provided by the Ministry of Education. The Union agrees to indemnify and hold harmless the Board from any liability for accounting or income tax purposes. The Bargaining Unit's share of this enhancement shall be the ratio between the OSSTF, PSSP's F.T.E. to the total F.T.E. of the Board's unionized and non-unionized education support workers, as reported in the Board's 2006-07 Financial Statements.

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