

SOURCE	Board		
EFF.	94	09	01
TERM.	95	08	31
No. OF EMPLOYEES	150		
NOM. RE D'EMPLOYÉS	20		

COLLECTIVE AGREEMENT

between

THE HURON COUNTY BOARD OF EDUCATION

and

THE ONTARIO PUBLIC SCHOOL TEACHERS' FEDERATION

representing

All Occasional Teachers employed in the Elementary Panel

Effective From

September 1, 1992 to August 31, 1994

JUL 18 1995

09810(02)

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INTRODUCTION

This agreement is made and entered **into** this 19th day of April 1993, between the Huron County Board of Education hereinafter referred to as the "Board" and the Ontario Public School Teachers' Federation hereinafter referred to as the "Union".

ARTICLE I - RECOGNITION

- 1.01 The Board recognizes the Union **as** the exclusive bargaining agent of **all** "Occasional Teachers" and "Supply Instructors" employed in the elementary schools **of** the Board save and except **persons** who, when they **are** employed **as** substitutes for other teachers **are** teachers **as** defined in the School Boards and Teachers Collective Negotiations Act.
- 1.02 The Union shall have the right to name a representative to act on its behalf.

ARTICLE II - DEFINITIONS

- 2.01 "Occasional Teacher" means a teacher employed to teach **as** a substitute for a permanent, probationary or temporary teacher who has died during the school year or who is absent from **regular** duties for a temporary period that is less **than** a school year and that does not extend beyond the end of a school year.
- 2.02 "Supply Instructor" means a person who does not **possess an** Ontario Teachers Certificate and who is not qualified as a Teacher in Ontario in accordance with the Education Act and who is employed in accordance with section **22(1)** of Regulation **262** **as** amended by **O. Reg 233/88**, section **18**.
- 2.03 "Long-term Occasional Teacher" means an occasional teacher who is employed for **a** period of fifteen (15) or more consecutive teaching days for **the** same teacher employed under a permanent or probationary contract.
- 2.04 "**Casual** Occasional Teacher" means **an** occasional teacher who is employed on any basis other than **as** set out in Article 2.03.
- 2.05 "Probationary Occasional Teacher" means a teacher covered by **this** Collective Agreement who has not completed **sixty** (60) working days of employment **as** an occasional teacher with the **Board** following ratification of **this** Collective Agreement.

ARTICLE III - UNION MEMBERSHIP AND CHECK-OFF

3.01 *All* employees whose names are added to the active "Occasional Teacher List" on or after the date of ratification of this Collective Agreement shall, as a condition of employment, either maintain their union membership or join the union within 30 days after the signing of ~~this~~ agreement and remain union members in good standing.

Or

All occasional teachers in the bargaining unit whose names were on the active "Occasional Teacher List" before the date of ratification of this Collective Agreement will ~~be~~ required to pay the check-off fees whether or not the occasional teacher wishes to seek union membership. However, such occasional teachers shall not ~~be~~ required, ~~as~~ a condition of employment, to become a member or continue to remain a member of the Union and no statements to the contrary shall ~~be~~ made.

3.02 Subject to provisions of the Labour Relations Act and the regulations thereunder on each pay date on which an occasional teacher receives a pay cheque the ~~Board~~ shall deduct ~~from~~ each occasional teacher the union dues and other ~~amounts~~ chargeable by the union or ~~an~~ equivalent amount. ~~The~~ amount shall be determined by the Union in accordance with its constitution and specified in writing to the Board no later than November 30 for the following ~~January~~ and no later ~~than June~~ 30 for the following September.

3.03 The amount deducted in 3.02 shall ~~be~~ remitted to the Secretary of the Union no later than ~~thirty~~ (30) days following the day on which the deductions were made. Such remittance shall be accompanied with a list identifying ~~the~~ Occasional Teachers, their Social Insurance ~~Numbers~~, the amounts deducted and the number of days worked.

3.04 The Union shall indemnify and save the Board ~~harmless~~ from any claims, suits, attachments and any form of liability ~~as~~ a result of ~~such~~ deductions authorized by the Union.

3.05 The employer agrees to provide each occasional teacher with a copy of the Collective Agreement, the ~~costs~~ of which shall ~~be~~ shared by ~~the~~ Board and the Union.

3.06 The Union shall notify the employer in writing of ~~the~~ names of its elected and appointed representatives.

3.07 The Board shall provide the authorized representative of the ~~Union~~ With a copy of each list of eligible elementary school occasional teachers on a regular basis ~~as~~ these lists are provided to ~~the~~ schools.

ARTICLE III (CONT'D)

- 3.08 The Union shall **be** allowed to carry out union business on the employer's premises at reasonable times and in reasonable locations including, without restricting the generality of the foregoing, membership meetings, executive meetings, and conferences between stewards and members only with the permission of the Board.
- 3.09 No occasional teacher shall leave his/her assigned duty to attend to **union** business without the consent of the Director or designate.

ARTICLE IV - OCCASIONAL TEACHER LISTS

- 4.01 The Board will maintain the list of eligible occasional teachers for its elementary schools and will have the sole discretion to add names to the list as it sees fit.
- 4.02 Eligible occasional teachers who refuse **six** (6) assignments for reasons other than being employed **as an** occasional teacher elsewhere or **on** other reasonable grounds may have their names removed **from** the occasional teacher list.
- 4.03 Occasional teachers whose names may be removed from the **list** subject to this Article will **be** notified by the Board of the expected date of the removal of their name from the list. The individual so notified may appeal the removal under the steps of the grievance procedure outlined in this collective agreement but such removal will not **be** subject to the arbitration provisions of **this** agreement. If the **Board** is not notified of an appeal prior to the removal date **an** appeal will no longer be valid or subject to any part of the grievance process.

ARTICLE V - RELEASE, DISCHARGE OR REMOVAL FROM OCCASIONAL TEACHER LIST

- 5.01 During the probationary period as stated in clause 2.05 the occasional teacher **shall be** entitled to **all** rights **and** privileges of **this** Agreement, except with respect to discipline, release, discharge or removal from the occasional teacher list in which case the following **will** apply.

ARTICLE V (CONT'D)

- 5.01.1 The discipline release, discharge or removal from the occasional teacher list of any occasional teacher who has not completed the probationary period shall ~~be~~ at the sole discretion of the Board or its administration. The Union ~~shall~~ not process ~~any~~ grievance of an occasional teacher who ~~has~~ not completed the probationary period. Should a grievance of an occasional teacher who ~~has~~ not completed the probationary period proceed to arbitration, without the assistance of the union, the arbitrator ~~as~~ the case may ~~be~~ is specifically bound by this clause that discipline, release, discharge or removal from the occasional teacher list is at the sole discretion of ~~the~~ Board or its administration,
- 5.02 No occasional teacher who ~~has~~ successfully completed ~~the~~ probationary period shall ~~be~~ disciplined or discharged without just cause.
- 5.03 Employees in ~~the~~ bargaining unit shall have access to their personnel records at reasonable times and shall upon request, ~~be~~ provided with copies of material contained in such records provided ~~that~~ the employee pays for ~~the costs~~ of such copies.

ARTICLE VI - MANAGEMENT RIGHTS

- 6.01 The right to manage and conduct the business of the Board is vested exclusively with the Board and its administration.
- 6.01.1 Without limiting the generality of the foregoing, ~~the~~ Board's rights shall include:
- (a) the right to hire, assign, evaluate, promote, demote, transfer and to determine ~~personnel~~ requirements;
 - (b) the right to determine, alter and eliminate services, programmes and courses offered;
 - (c) the right to discipline, suspend and ~~discharge~~ employees;
 - (d) the right to determine ~~the~~ number of teachers to ~~be employed~~, the number of students to ~~be~~ allocated to a programme, ~~class~~ size and subjects to ~~be~~ taught;
 - (e) the right to determine all ~~working~~ conditions for its occasional teachers;

ARTICLE VI (CONT'D)

- (f) the right to select **persons** for employment and the right to select individuals to positions of responsibility, and to determine **job** functions;
- (g) the right to make, change and enforce rules, regulations and **all** other aspects of the Board's jurisdiction as outlined in the legislation and regulations pertaining to education in the Province of Ontario;
- (h) the right to make and alter from time to time, **rules**, regulations and policies to be observed **by** occasional teachers.

ARTICLE VII - GRIEVANCE PROCEDURE

- 7.01 **A** grievance is defined **as** a dispute concerning the interpretation, application, administration or alleged violation of the provisions of **this** agreement.
- 7.02 It is the mutual desire of the Board and the Union to settle any dispute **as** quickly **as** possible. Every effort shall be made to amicably resolve a disagreement or misunderstanding between the Occasional Teacher and **the** appropriate Principal before the matter becomes a grievance.
- 7.03 **A** complaint that a probationary occasional teacher **has** been disciplined and/or discharge shall not **be a** grievance or a difference under **this** Collective Agreement.
- 7.04 When a grievance is filed, it must **be** in writing, must set out the nature and circumstances of the complaint, the article of the agreement violated, and **the** remedy sought.
 - 7.04.1 Time spent by **an** occasional teacher handling a grievance shall not **be** considered time worked.
- 7.05 **STEP 1**

The occasional teacher must file **the** grievance in writing with **the** Superintendent of Personnel or designate **within 10** school days **from** the day the cause for grievance became known to **the** occasional teacher, or reasonably ought to have become **known**. The Superintendent of Personnel or designate shall meet within 10 school days with **the** grievor, who may **be** accompanied **by** a union representative, and shall have 10 school days for reply.

ARTICLE M (CONT'D)

7.06 STEP 2

Failing satisfactory settlement at Step 1, the occasional teacher may, within 10 school days of receiving the Step 1 reply, refer the grievance to the Director of Education. Within 10 school days, the Director or designate shall convene a meeting with the occasional teacher, who may be accompanied by a union representative, and shall have 10 school days for reply.

7.07 STEP 3

Failing satisfactory settlement at Step 2, the grievance may be referred to arbitration within 10 school days of the Step 2 reply.

7.08 The time limits fixed in this grievance procedure may be extended by mutual consent of the parties to this agreement.

7.09 Where a grievance involves a question of general application or interpretation, the grievor, being the Union or the Board, may initiate the grievance at Step 2 of the procedure, provided such action is initiated within 10 school days after the grievor became aware of the facts and circumstances giving rise to the grievance.

7.10 If there are several grievances covering similar matters, they may be heard or considered together as one grievance.

7.11 Any grievance not initiated or processed by the grievor within the time limits specified above shall be considered to be abandoned.

7.12 If a party fails to reply to a grievance within the time provided, the grievance may be referred to the next higher step in the grievance procedure.

7.13 If the Board has a complaint with respect to the conduct of the Union, it shall submit its grievance in accordance with the provisions of Step 2, except that the notice shall be to the President or other executive officer or the official representative of the Union. Such a grievance must be filed within 10 school days from the day the cause of the grievance became known to the Board or within reasonable time when it ought to have become known. The President, other executive officer or the official representative of the Union shall provide the answer to the Board within 10 school days of receipt of the complaint.

ARTICLE VIII • ARBITRATION

- 8.01 Where a grievance is to **be** referred to arbitration, the following procedure **shall** apply.
- 8.01.1 The party referring the grievance shall give notice, by registered mail, to the other party, indicating that it intends to refer the matter to arbitration, giving the name and address of **its** appointee to the arbitration board.
- 8.01.2 Within 10 school days after receipt of such notice, the other party shall respond by indicating the name and address of its appointee to the arbitration board.
- 8.01.3 The two appointees **so** selected shall, within 10 school days after receipt of notice of ~~the~~ appointment of the second of them, appoint a third person who shall **be** the chairperson of the arbitration **board**.
- 8.01.4 If either party fails to name **an** appointee, or if ~~the~~ two appointees fail to agree upon a chairperson within the time limits, the appointment may **be** made by the Minister of Labour (or other appropriate body) upon request of either party.
- 8.02 The arbitration **board** is to **be** governed by the following provisions:
- 8.02.1 The arbitration board shall hear and determine the subject of the grievance and shall issue a decision which is **final** and binding upon the parties and upon any employee affected **by** it.
- 8.02.2 The decision of a majority is the decision of the arbitration board but, if there is no majority, the decision of the chairperson governs.
- 8.02.3 The **board** shall not have the power to alter or amend any of the provisions of **this** agreement.
- 8.02.4 The arbitration **board** shall have jurisdiction to determine whether a grievance is arbitrable.
- 8.03 Each of the parties shall bear the expense of its appointee **and** the parties **shall** jointly share expenses of the chairperson. The parties may, by **mutual** consent, agree on the appointment of a single **arbitrator** who shall have the same powers and **be** subject to the same limitations **as an** arbitration **board**.

ARTICLE IX - SALARY RATE

- 9.01 All salary rates set out in the article include vacation pay **and** statutory holiday pay to which occasional teachers are entitled under applicable legislation.
- 9.02 Occasional teachers who possess a valid Ontario Teachers Certificate or equivalent and **are** employed **as** defined in Article 2.01 shall **be** paid a rate specified in Appendix "A" for each full day of occasional teaching.
- 9.03 Supply Instructors who do not possess a valid Ontario Teachers Certificate or equivalent and **are** employed **as** defined in Article 2.02 shall **be** paid a rate specified in Appendix "B" for each full day of occasional teaching.
- 9.04 Long term occasional teachers shall be paid in accordance with the grid in Appendix "C" for each **full** day of occasional teaching **from** the sixteenth (16) day of the assignment to the end of the assignment defined in 2.03.
- 9.05 **An** employee who arrives for work without having received notice of cancellation at least one and one-half (1 1/2) hours prior to the scheduled **start** of the school day shall **be** paid one-half (1/2) a day's pay and shall **be** assigned to other teaching duties. **This** clause does not apply to situations where **classes** may have been cancelled due to inclement weather.
- 9.06 All Occasional Teachers shall **be** paid by direct deposit **unless an** Occasional Teacher specifically communicates in writing **his** or her wish not to receive pay by direct deposit.

ARTICLE X - SALARY GRID PLACEMENT

- 10.01 Category placement on the salary grid for long term occasional teachers shall be in accordance with Qualifications Evaluation Council of Ontario Programme 3.
- 10.02 Experience credit for placement on the salary grid shall **be** granted only for the following.
- 10.02.1 The number of **full** years or major portions thereof of **full** time equivalent teaching experience **as** a permanent or probationary contract teacher in a school approved **by** the Director or designate.
- 10.02.2 Teaching experience for work done while employed **as an** occasional teacher shall **be** credited **as** teaching experience for **salary** purposes provided that such occasional teaching experience **was** done on a long term basis in one (1) school year **and** such long term experience **totals** more than ninety-seven (**97**) days. In no case shall experience granted under this clause **total more than** two (2) years.

ARTICLE X (CONT'D)

- 10.03 It shall **be** the responsibility of the occasional teachers to provide to the Director or designate valid copies of documents initialled by **an** appropriate Board official to support claims made under 10.01 and 10.02.
- 10.04 **All** experience **shall** be validated to the satisfaction of the Director or designate and shall only **be** experience acquired prior to the first day of each regular school year.
- 10.05 No retroactive pay adjustment will **be** made beyond five **(5)** months.

ARTICLE XI - SICK LEAVE

- 11.01 **A** long term occasional teacher who cannot attend to duties due to illness shall **be** granted sick leave with pay to the extent of the occasional teacher's accumulated sick leave days.
- 11.02 Sick leave days will **be** granted at the rate of 2 days credit for each **20 days** of long **term** assignment completed. Accumulated sick days cannot **be** carried forward to subsequent long **term** assignments. In matters of dispute, the onus of proof relative to absence due to illness rests with the occasional teacher.

ARTICLE XII - BEREAVEMENT LEAVE

- 12.01 Bereavement Leave shall be granted by the Director of Education without salary for up to three (3) school days to **an** occasional teacher on assignment with the **Board** at the time of the death and funeral of a member of the occasional teacher's immediate **family** in order for the occasional teacher **to** make arrangements for and attend the funeral of such **family** members. Immediate family member **shall** mean: parents, parents-in-law, **guardians**, spouse, spousal equivalent, children, brothers, sisters and grandparents. Leave granted under this clause shall not **be** considered **an** interruption in service for the purpose of calculation **of** the length **of** the long term assignment. The days of leave will not **be** included in the count of days specified in clause 2.03.

ARTICLE XIII - STRIKE OR LOCKOUT

- 13.01 There shall **be** no strike or lockout during the **term of this** agreement.

ARTICLE XIV - PROFESSIONAL DEVELOPMENT DAYS

- 14.0 Participation at Professional Development days for long term occasional teachers shall be at the discretion of the Director or designate. If the long term occasional teacher is not required to attend Professional Development day activities he/she will not be paid for the day but non-participation as requested by the Director or designate shall not be considered an interruption in service for the purpose of calculation of the length of the long term assignment. The day will not be included in the count of days specified in clause 2.03.

ARTICLE XV - LEAVE OF ABSENCE

- 15.01 An Occasional Teacher may request, in writing to the Director or designate, a leave of absence from the Occasional Teacher List for a specific period of time up to one (1) school year.
- 15.02 Approval for such leave of absence will be at the discretion of the Director or designate.
- 15.03 Following an approved leave of absence, the name of the Occasional Teacher shall be returned to the Occasional Teacher List.

ARTICLE XVI - EFFECTIVE PERIOD AND RENEWAL

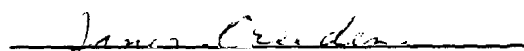
- 16.01 This Collective Agreement shall be effective September 1, 1992 and shall continue to be in effect until August 31, 1994. This agreement shall continue automatically thereafter for annual periods of one year unless either party notifies the other in writing, within ninety (90) days prior to the expiration date, that it desires to negotiate with a view to the renewal, with or without modification, of this Agreement. If written notice is given, the parties shall meet within fifteen (15) days from giving notice.

This document constitutes the entire agreement between the **Union** and the **Board** and each of the parties intends to rely on their strict legal rights as set out herein. No representations, verbal or otherwise, are intended to be relied on other ~~than~~ those set out in this written agreement.

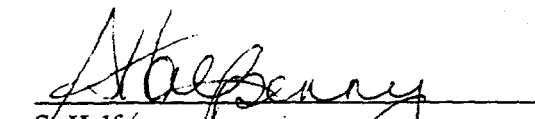
DATED AT CLINTON this 19 day of April, 1993

IN WITNESS WHEREOF, the Ontario Public School Teachers' Federation, have executed this Collective Agreement attested by authorized representatives of the Ontario **Public** School Teachers' Federation representing Elementary Occasional Teachers employed by the Huron County Board of Education.


IN WITNESS WHEREOF the Huron County Board of Education has hereunto affixed its corporation **seal**, attested by its proper officers in that **behalf**.


J. Creeden
President


B. Dawson
Chair of the Board


S. Halfpenny
Chief Negotiator


R. Brown
Chair of the Personnel Committee


R.B. Allan
Director of Education

All rates listed below include vacation pay and statutory holiday pay as outlined in Article IX.

APPENDIX "A"

Daily rates of pay for "Casual Occasional Teachers"

- Effective September 1, 1992 - \$131.00
- Effective February 1, 1993 - \$132.30

APPENDIX "B"

Daily rates of pay for "Supply Instructors"

- Effective September 1, 1992 - \$98.25
- Effective February 1, 1993 - \$99.20

APPENDIX "C"

EFFECTIVE SEPTEMBER 1, 1992

<u>YEAR</u>	<u>CAT C</u>	<u>CAT B</u>	<u>CAT A1</u>	<u>CAT A2</u>	<u>CAT A3</u>	<u>CAT A4</u>
0	108	114	123	130	134	148
1	114	121	132	140	145	159
2	120	129	140	149	156	171
3	125	137	149	159	167	183
4	131	144	158	168	177	195
5	137	152	167	178	188	207
6	142	160	176	187	199	219
7	148	167	184	197	209	231
8	154	175	193	206	220	243
9	160	183	202	216	231	255
10		190	211	225	241	267

EFFECTIVE FEBRUARY 1, 1993

<u>YEAR</u>	<u>CAT C</u>	<u>CAT B</u>	<u>CAT A1</u>	<u>CAT A2</u>	<u>CAT A3</u>	<u>CAT A4</u>
0	109	115	124	131	135	149
1	115	122	133	141	146	161
2	121	130	141	150	158	173
3	126	138	150	161	169	185
4	132	145	160	170	179	197
5	138	154	169	180	190	209
6	143	162	178	189	201	221
7	149	169	186	199	211	233
8	156	177	195	208	222	245
9	162	185	204	218	233	258
10		192	213	227	243	270

EFFECTIVE SEPTEMBER 1, 1993

Increase all appendices by the percent change in the Ontario CPI (all items) - June 92 to June 93. The minimum increase will be 0% and the maximum increase will be 2.0%.

ELEMENTARY OCCASIONAL TEACHERS- APPENDICES A, B AND C, EFFECTIVE SEPTEMBER 1, 1993

APPENDIX "A"

Daily rates of pay for "Casual Occasional Teachers"

- Effective September 1, 1993 - \$134.24

APPENDIX "B"

Daily rates of pay for "Supply Instructors"

- Effective September 1, 1993 - \$100.66

APPENDIX "C"

YEAR	Cat C	Cat B	Cat A1	Cat A2	Cat A3	Cat A4
0	111	117	126	133	137	151
1	117	124	135	143	148	163
2	123	132	143	152	160	176
3	128	140	152	163	171	188
4	134	147	162	172	182	200
5	140	156	171	183	193	212
6	145	164	181	192	204	224
7	151	171	189	202	214	236
8	158	180	198	211	225	249
9	164	188	207	221	236	262
10	0	195	216	230	247	274

ELEMENTARY OCCASIONAL TEACHER GRIDS, REVISED BY PAY EQUITY

EFFECTIVE JANUARY 1, 1990

YEAR	CAT A	CAT A1	CAT A2	CAT A3	CAT A4
0	107	114	121	124	136
1	115	122	129	134	147
2	122	130	138	144	158
3	130	138	147	154	169
4	136	146	156	164	181
5	144	154	164	174	192
6	152	162	173	184	203
7	159	170	182	194	214
8	166	179	191	203	225
9	174	187	200	213	236
10	181	195	208	223	247
	186				
	195				

EFFECTIVE SEPTEMBER 1, 1990

YEAR	CAT A	CAT A1	CAT A2	CAT A3	CAT A4
0	111	118	125	129	142
1	120	127	134	140	153
2	127	135	144	150	165
3	135	143	153	160	176
4	142	152	162	170	188
5	150	160	171	181	199
6	158	169	180	191	211
7	165	177	189	201	222
8	173	186	198	212	234
9	181	194	208	222	245
10	188	203	217	232	257
	193				
	203				

EFFECTIVE SEPTEMBER 1, 1991

YEAR	CAT A	CAT A1	CAT A2	CAT A3	CAT A4
0	116	123	130	134	148
1	124	132	140	145	159
2	132	40	149	156	171
3	140	49	159	167	183
4	148	58	168	177	195
5	156	67	178	188	207
6	164	76	187	199	219
7	171	84	197	209	231
8	180	193	206	220	243
9	188	202	216	231	255
10	195	211	225	241	267
	201				
	211				

ELEMENTARY OCCASIONAL TEACHER GRIDS, REVISED BY PAY EQUITY

EFFECTIVE FEBRUARY 1, 1993

YEAR	CAT A	CAT A1	CAT A2	CAT A3	CAT A4
0	117	124	131	135	149
1	125	133	141	146	161
2	133	141	150	158	173
3	141	150	161	169	185
4	149	160	170	179	197
5	158	169	180	190	209
6	166	178	189	201	221
7	173	186	199	211	233
8	182	195	208	222	245
9	190	204	218	233	258
10	197	213	227	243	270
	203				
	213				

EFFECTIVE SEPTEMBER 1, 1993

YEAR	CAT A	CAT A1	CAT A2	CAT A3	CAT A4
0	119	126	133	137	151
1	127	135	143	148	163
2	135	143	152	160	176
3	143	152	163	171	188
4	151	162	172	182	200
5	160	171	183	193	212
6	168	181	192	204	224
7	176	189	202	214	236
8	185	198	211	225	249
9	193	207	221	236	262
10	200	216	230	247	274
	206				
	216				