

AGREEMENT IN ACCORDANCE WITH ARTICLE 10-7.00

**THE PURPOSE OF THIS AGREEMENT IS TO AMEND THE PROVISIONS
BINDING**

**THE MANAGEMENT NEGOTIATING COMMITTEE
FOR THE CREE SCHOOL BOARD (CPNCSC)**

AND

**THE CENTRALE DES SYNDICATS DU QUÉBEC (CSQ) ON BEHALF OF THE
ASSOCIATION DE L'ENSEIGNEMENT DU NOUVEAU-QUÉBEC (AENQ)**

Subject: Addition of Appendix XXXIV: Implementation of Pay Equity Plan

**Amendments to the following articles, clauses and appendices: 5-2.04,
5-10.35 A), 6-5.00, 6-7.02 B), 8-8.03, 9-2.23 A), 10-3.04, 10-10.07, 11-2.01, 11-2.02,
12-1.01 a), 13-2.02, 13-2.03 A), XVIII and XXVI**

THE PARTIES AGREE AS FOLLOWS:**I- The following Appendix XXXIV is added:****“APPENDIX XXXIV IMPLEMENTATION OF PAY EQUITY PLAN**

This appendix contains and adapts the provisions applicable to teachers of the agreement concerning the implementation of the pay equity plan for the health and social services and education sectors established under the Pay Equity Act¹.

The provisions are as follows:

Agreement concerning the implementation of the Pay Equity Plan for the education sector established under the Pay Equity Act

Whereas the salary adjustments apply under the Pay Equity Plan for the categories of employment in the education sector;

Whereas sections 71 and 74 of the Pay Equity Act;

The parties to this agreement agree that:**SECTION I GENERAL PROVISIONS APPLICABLE TO THE EDUCATION SECTOR**

- 1) The salary scales and rates found in this agreement were determined under the Pay Equity Plan that was the subject of a notice following the second posting signed by the members of the Committee on December 14, 2006.
- 2) In the education sector, the salary scales and rates found in Appendix 1² of this Appendix XXXIV replace the salary scales and rates of the collective agreements or anything in lieu thereof and apply as of the dates specified.
- 3) Within 60 days of December 21, 2006, the salary rates and scales for the employment groups or titles affected by the pay equity adjustment are amended in accordance with this agreement.
- 4) A teacher shall be entitled to a retroactive payment, based on the duration of his or her service, equal to the difference between:
 - the salary he or she received for the period between November 21, 2001 and the date of the coming into force of the revised salary rates and scales found in Appendix 1² of this Appendix XXXIV;
 - and
 - the salary he or she should have received for the same period by applying the new salary scales and rates.

Except for the teachers referred to in paragraph 5 of Section II, the amounts owing shall be paid no later than April 30, 2007.

¹ Agreement concluded on December 21, 2006 between the Alliance du personnel professionnel et technique de la santé et des services sociaux (APTS) the Centrale des syndicats démocratiques (CSD), the Centrale des syndicats du Québec (CSQ), the Confédération des syndicats nationaux (CSN), the Québec Federation of Labour (QFL), the Fédération indépendante des syndicats autonomes (FISA) representing employees covered by a collective agreement negotiated with the Comité patronal de négociation pour les commissions scolaires francophones, the Management Negotiating Committee for English-language School Boards, the Management Negotiating Committee for the Cree School Board, the Management Negotiating Committee for the Kativik School Board, the Comité patronal de négociation des collèges and the Conseil du trésor.

² This excerpt is taken from Appendix 4 of the agreement referred to in the preceding footnote.

SECTION II OTHER PROVISIONS

- 1) The rights and benefits associated with remuneration and prescribed in the collective agreements under the fiscal responsibility of the Board shall be adjusted retroactively as of November 21, 2001, as if the salary rates and scales had applied on the dates on which they should have been.
- 2) Within 60 days of December 21, 2006, the union bodies, through the insurer, shall forward to the Board the rate or rates prescribed under the long-term salary insurance plan, to be applied, where applicable, to the amounts owing under paragraph 4 of Section I and for which the union bodies are responsible financially.
- 3) Measures were put in place to allow a teacher to receive the amounts to which he or she is entitled.
- 4) Within 90 days of the coming into force of this amendment, the Board shall provide the Union with the list of teachers who have left their jobs since November 21, 2001 and their last known address.
- 5) The teacher whose employment ended between November 21, 2001 and the payment of retroactivity, may submit a request to his or her former board for payment of the amounts owing.

Upon a teacher's written request, in accordance with the preceding provisions, the Board shall pay the amounts owing on or before April 30, 2007 or within 30 days of the request, if it is made after April 1, 2007.

If the board no longer exists, the request may be made to the successor board if it is affected by these provisions or, failing this, to the ministry concerned.

- 6) The amounts owing to a teacher under this appendix may be requested, where applicable, by his or her heirs and assigns.
- 7) The amounts determined under this agreement shall bear interest at the legal rate in accordance with the Pay Equity Act.
- 8) Subject to this agreement, all the other provisions of the collective agreements continue to apply.
- 9) The parties shall adopt the necessary measures so that the collective agreements or anything in lieu thereof are amended, with the necessary changes, in accordance with this agreement, as soon as possible, no later than March 31, 2007.

APPENDIX 1

Salary adjustments – Teachers of school boards¹

Title	Rates on 2000-11-20	Equity 1 Nov. 21 2001	2.50% Jan. 1, 2002²	Equity 2 Nov. 21, 2002	2.00% April 1, 2003³	Duration 1 July 1, 2003	Equity 3 Nov. 21, 2003	Duration 2 July 1, 2004	Equity 4 Nov. 21, 2004	Duration 3 July 1, 2005	Equity 5 Nov. 20, 2005	2.00% April 1, 2006³	Equity 6 Nov. 21, 2006	2.00% April 1, 2007³	Equity 7 Nov. 21, 2007	2.00% April 1, 2008³	2.00% April 1, 2009³
Casual supply teacher	32.22	32.22	33.03	33.03	33.69	33.69	33.69	33.69	33.69	33.69	33.69	34.36	34.36	35.05	35.05	35.75	36.47
Teacher-by- the-lesson	39.50 43.02 45.54 48.91 52.08	39.57 43.13 45.54 48.91 52.08	40.56 44.21 46.68 50.13 53.38	40.63 44.33 46.68 50.13 53.38	41.44 45.22 47.61 51.13 54.45	41.96 46.02 48.72 52.49 54.45	42.04 46.14 48.72 52.49 54.45	42.57 46.95 49.86 53.89 54.45	42.65 47.07 50.59 53.89 54.45	43.19 47.90 51.74 56.30 54.45	43.27 48.03 51.92 56.55 54.45	44.14 48.99 52.96 57.68 ---	44.22 49.12 53.15 57.93 ---	45.10 50.10 54.21 58.09 ---	45.18 50.23 54.40 59.35 ---	46.08 51.23 55.49 60.54 ---	47.00 52.25 56.60 61.75 ---
Hourly paid teacher	39.50	39.57	40.56	40.63	41.44	41.96	42.04	42.57	42.65	43.19	43.27	44.14	44.22	45.10	45.18	46.08	47.00

¹ Subject to the concordance of the implementation dates for the general increase parameters.

² Read as of the 101st workday of the 2001-2002 school year.

³ Read as of the 141st workday of the school year concerned.

Scale-17 years or less

Step	Rates on 2000-11-20	Equity 1 Nov. 21, 2001	2.50% Jan. 1, 2002 ¹	Equity 2 Nov. 21, 2002	2.00% April 1, 2003 ²	Scale	Duration 1 July 1, 2003	Equity 3 Nov. 21, 2003	Duration 2 July 1, 2004	Equity 4 Nov. 21, 2004	Duration 3 July 1, 2005	Equity 5 Nov. 20, 2005	2.00% April 1, 2006 ²	Equity 6 Nov. 21, 2006	2.00% April 1, 2007 ²	Equity 7 Nov. 21, 2007	2.00% April 1, 2008 ²	2.00% April 1, 2009 ²
1	32 228	32 228	33 034	33 034	33 695	I	33 695	33 695	33 695	33 695	33 695	33 695	34 369	34 369	35 056	35 056	35 757	36 472
2	33 424	33 424	34 260	34 260	34 945	I	34 945	34 945	34 945	34 945	34 945	34 945	35 644	35 644	36 357	36 357	37 084	37 826
3	34 620	34 620	35 486	35 486	36 196	I	36 196	36 196	36 196	36 196	36 196	36 196	36 920	36 920	37 658	37 658	38 411	39 179
4	35 728	35 730	36 623	36 625	37 358	I	37 452	37 454	37 548	37 550	37 644	37 646	38 399	38 401	39 169	39 171	39 954	40 753
5	36 870	36 888	37 810	37 828	38 585	I	38 778	38 797	38 991	39 010	39 206	39 225	40 010	40 029	40 830	40 850	41 667	42 500
6	38 050	38 085	39 037	39 073	39 854	I	40 155	40 192	40 495	40 532	40 837	40 875	41 693	41 732	42 567	42 606	43 458	44 327
7	39 267	39 320	40 303	40 357	41 164	I	41 578	41 634	42 053	42 110	42 533	42 591	43 443	43 502	44 372	44 432	45 321	46 227
8	40 523	40 596	41 611	41 685	42 519	I	43 054	43 131	43 674	43 752	44 303	44 382	45 270	45 351	46 258	46 341	47 268	48 213
9	41 820	41 913	42 961	43 056	43 917	I	44 581	44 680	45 355	45 455	46 141	46 243	47 168	47 272	48 217	48 324	49 290	50 276
10	43 158	43 272	44 354	44 472	45 361	I	46 162	46 284	47 101	47 226	48 059	48 186	49 150	49 280	50 266	50 399	51 407	52 435
11	44 538	44 675	45 792	45 933	46 852	I	47 799	47 946	48 915	49 065	50 056	50 210	51 214	51 371	52 398	52 559	53 610	54 682
12	45 963	46 124	47 277	47 443	48 392	I	49 494	49 668	50 798	50 976	52 136	52 319	53 365	53 552	54 623	54 815	55 911	57 029
13	47 434	47 621	48 812	49 004	49 984	I	51 249	51 451	52 753	52 961	54 302	54 516	55 606	55 825	56 942	57 166	58 309	59 475
14	48 951	49 165	50 394	50 614	51 626	I	53 065	53 297	54 782	55 021	56 554	56 801	57 937	58 190	59 354	59 613	60 805	62 021
15	50 517	50 760	52 029	52 279	53 325	I	54 948	55 212	56 893	57 166	58 907	59 190	60 374	60 664	61 877	62 174	63 417	64 685
16	52 133	52 406	53 716	53 997	55 077	I	56 896	57 194	59 083	59 392	61 354	61 675	62 909	63 238	64 503	64 840	66 137	67 460
17	53 801	54 106	55 459	55 774	56 889	I	58 915	59 249	61 358	61 706	63 904	64 267	65 552	65 924	67 242	67 621	68 973	70 352

¹ Read as of the 101st workday of the 2001-2002 school year.

² Read as of the 141st workday of the school year concerned.

Scale-18 years

Step	Rates on 2000-11-20	Equity 1 Nov. 21, 2001	2.50% Jan. 1, 2002 ¹	Equity 2 Nov. 21, 2002	2.00% April 1, 2003 ²	Scale	Duration 1 July 1, 2003	Equity 3 Nov. 21, 2003	Duration 2 July 1, 2004	Equity 4 Nov. 21, 2004	Duration 3 July 1, 2005	Equity 5 Nov. 20, 2005	2.00% April 1, 2006 ²	Equity 6 Nov. 21, 2006	2.00% April 1, 2007 ²	Equity 7 Nov. 21, 2007	2.00% April 1, 2008 ²	2.00% April 1, 2009 ²
1	37 189	37 189	38 119	38 119	38 881	II	38 964	38 964	39 047	39 047	39 206	39 225	40 040	40 029	40 830	40 850	41 667	42 500
2	38 322	38 322	39 280	39 280	40 066	II	40 272	40 272	40 479	40 532	40 837	40 875	41 693	41 732	42 567	42 606	43 458	44 327
3	39 490	39 490	40 477	40 477	41 287	II	41 624	41 624	41 963	42 110	42 533	42 591	43 443	43 502	44 372	44 432	45 324	46 227
4	40 693	40 693	41 710	41 710	42 544	II	43 020	43 020	43 501	43 752	44 303	44 382	45 270	45 351	46 258	46 341	47 268	48 213
5	41 933	41 933	42 981	42 981	43 841	II	44 463	44 463	45 094	45 455	46 141	46 243	47 168	47 272	48 217	48 324	49 290	50 276
6	43 211	43 211	44 291	44 291	45 177	II	45 956	45 956	46 748	47 226	48 059	48 186	49 150	49 280	50 266	50 399	51 407	52 435
7	44 527	44 527	45 640	45 640	46 553	II	47 497	47 497	48 461	49 065	50 056	50 210	51 214	51 374	52 398	52 559	53 610	54 682
8	45 884	45 884	47 031	47 031	47 972	II	49 092	49 092	50 238	50 976	52 136	52 319	53 365	53 552	54 623	54 815	55 911	57 029
9	47 282	47 282	48 464	48 464	49 433	II	50 739	50 739	52 079	52 961	54 302	54 516	55 606	55 825	56 942	57 166	58 309	59 475
10	48 723	48 723	49 941	49 941	50 940	II	52 442	52 442	53 988	55 021	56 554	56 801	57 937	58 190	59 354	59 613	60 805	62 021
11	50 207	50 207	51 462	51 462	52 491	II	54 201	54 201	55 966	57 166	58 907	59 190	60 374	60 664	61 877	62 174	63 417	64 685
12	51 737	51 737	53 030	53 030	54 091	II	56 020	56 020	58 018	59 392	61 354	61 675	62 909	63 238	64 503	64 840	66 137	67 460
13	53 314	53 314	54 647	54 647	55 740	II	57 900	57 900	60 144	61 706	63 904	64 267	65 552	65 924	67 242	67 621	68 973	70 352
14	54 938	54 938	56 311	56 311	57 437	II	59 069	59 069	60 748	61 706	63 904	64 267	65 552	65 924	67 242	67 621	68 973	70 352
15	56 612	56 612	58 027	58 027	59 188	II	60 264	60 264	61 360	61 706	63 904	64 267	65 552	65 924	67 242	67 621	68 973	70 352

¹ Read as of the 101st workday of the 2001-2002 school year.

² Read as of the 141st workday of the school year concerned.

Scale-19 years

Step	Rates on 2000-11-20	Equity 1 Nov. 21, 2001	2.50% Jan. 1, 2002 ¹	Equity 2 Nov. 21, 2002	2.00% April 1, 2003 ²	Scale	Duration 1 July 1, 2003	Equity 3 Nov. 21, 2003	Duration 2 July 1, 2004	Equity 4 Nov. 21, 2004	Duration 3 July 1, 2005	Equity 5 Nov. 20, 2005	2.00% April 1, 2006 ²	Equity 6 Nov. 21, 2006	2.00% April 1, 2007 ²	Equity 7 Nov. 21, 2007	2.00% April 1, 2008 ²	2.00% April 1, 2009 ²
1	40 001	40 001	41 001	41 001	41 821	III	41 982	41 982	42 143	42 143	42 533	42 591	43 443	43 502	44 372	44 432	45 321	46 227
2	41 178	41 178	42 207	42 207	43 051	III	43 361	43 361	43 673	43 673	44 303	44 382	45 270	45 351	46 258	46 341	47 268	48 213
3	42 374	42 374	43 433	43 433	44 302	III	44 775	44 775	45 253	45 253	46 141	46 243	47 168	47 272	48 217	48 324	49 290	50 276
4	43 633	43 633	44 724	44 724	45 618	III	46 254	46 254	46 899	46 899	48 059	48 186	49 150	49 280	50 266	50 399	51 407	52 435
5	44 972	44 972	46 096	46 096	47 018	III	47 813	47 813	48 622	48 622	50 056	50 210	51 214	51 371	52 398	52 559	53 610	54 682
6	46 301	46 301	47 459	47 459	48 408	III	49 389	49 389	50 390	50 390	52 136	52 319	53 365	53 552	54 623	54 815	55 911	57 029
7	47 701	47 701	48 894	48 894	49 872	III	51 039	51 039	52 233	52 233	54 302	54 516	55 606	55 825	56 942	57 166	58 309	59 475
8	49 130	49 130	50 358	50 358	51 365	III	52 733	52 733	54 137	54 137	56 554	56 801	57 937	58 190	59 354	59 613	60 805	62 021
9	50 645	50 645	51 911	51 911	52 949	III	54 516	54 516	56 129	56 129	58 907	59 190	60 374	60 664	61 877	62 174	63 417	64 685
10	52 185	52 185	53 490	53 490	54 560	III	56 343	56 343	58 184	58 184	61 354	61 675	62 909	63 238	64 503	64 840	66 137	67 460
11	53 796	53 796	55 141	55 141	56 244	III	58 249	58 249	60 325	60 325	63 904	64 267	65 552	65 924	67 242	67 621	68 973	70 352
12	55 424	55 424	56 810	56 810	57 946	III	59 418	59 418	60 927	60 927	63 904	64 267	65 552	66 924	67 242	67 621	68 973	70 352
13	57 157	57 157	58 586	58 586	59 758	III	60 650	60 650	61 556	61 556	63 904	64 267	65 552	66 924	67 242	67 621	68 973	70 352
14	58 928	58 928	60 401	60 401	61 609	III	61 896	61 896	62 185	62 185	63 904	64 267	65 552	66 924	67 242	67 621	68 973	70 352
15	60 762	60 762	62 281	62 281	63 527	III	63 527	63 527	63 527	63 527	63 904	64 267	65 552	66 924	67 242	67 621	68 973	70 352

¹ Read as of the 101st workday of the 2001-2002 school year.

² Read as of the 141st workday of the school year concerned.

Scale-20 years¹

Step	Rates on 2000-11-20	Equity 1 Nov. 21, 2001	2.50% Jan. 1, 2002 ²	Equity 2 Nov. 21, 2002	2.00% April 1, 2003 ³	Duration 1 July 1, 2003	Equity 3 Nov. 21, 2003	Duration 2 July 1, 2004	Equity 4 Nov. 21, 2004	Duration 3 July 1, 2005	Equity 5 Nov. 20, 2005	2.00% April 1, 2006 ³	Equity 6 Nov. 21, 2006	2.00% April 1, 2007 ³	Equity 7 Nov. 21, 2007	2.00% April 1, 2008 ³	2.00% April 1, 2009 ³
1	44 486	44 486	45 598	45 598	46 510	46 510	46 510	46 510	46 510	46 510	46 510	47 440	47 440	48 389	48 389	49 357	50 344
2	45 664	45 664	46 806	46 806	47 742	47 742	47 742	47 742	47 742	47 742	47 742	48 697	48 697	49 671	49 671	50 664	51 677
3	46 859	46 859	48 030	48 030	48 991	48 991	48 991	48 991	48 991	48 991	48 991	49 971	49 971	50 970	50 970	51 989	53 029
4	48 119	48 119	49 322	49 322	50 308	50 308	50 308	50 308	50 308	50 308	50 308	51 314	51 314	52 340	52 340	53 387	54 455
5	49 457	49 457	50 693	50 693	51 707	51 707	51 707	51 707	51 707	51 707	51 707	52 741	52 741	53 796	53 796	54 872	55 969
6	50 786	50 786	52 056	52 056	53 097	53 097	53 097	53 097	53 097	53 097	53 097	54 159	54 159	55 242	55 242	56 347	57 474
7	52 187	52 187	53 492	53 492	54 562	54 562	54 562	54 562	54 562	54 562	54 562	55 653	55 653	56 766	56 766	57 901	59 059
8	53 616	53 616	54 956	54 956	56 055	56 055	56 055	56 055	56 055	56 055	56 055	57 176	57 176	58 320	58 320	59 486	60 676
9	55 131	55 131	56 509	56 509	57 639	57 639	57 639	57 639	57 639	57 639	57 639	58 792	58 792	59 968	59 968	61 167	62 390
10	56 668	56 668	58 085	58 085	59 247	59 247	59 247	59 247	59 247	59 247	59 247	60 432	60 432	61 641	61 641	62 874	64 131
11	58 282	58 282	59 739	59 739	60 934	60 934	60 934	60 934	60 934	60 934	60 934	62 153	62 153	63 396	63 396	64 664	65 957
12	59 909	59 909	61 407	61 407	62 635	62 635	62 635	62 635	62 635	62 635	62 635	63 888	63 888	65 166	65 166	66 469	67 798
13	61 642	61 642	63 183	63 183	64 447	64 447	64 447	64 447	64 447	64 447	64 447	65 736	65 736	67 051	67 051	68 392	69 760
14	63 414	63 414	64 999	64 999	66 299	66 299	66 299	66 299	66 299	66 299	66 299	67 625	67 625	68 978	68 978	70 358	71 765
15	65 247	65 247	66 878	66 878	68 216	68 216	68 216	68 216	68 216	68 216	68 216	69 580	69 580	70 972	70 972	72 391	73 839

¹ 19 years of schooling or more with a doctorate.

² Read as of the 101st workday of the 2001-2002 school year.

³ Read as of the 141st workday of the school year concerned.

II- Amendments to the articles, clauses and appendices of the agreement

- 1) Clause 5-2.04 is replaced by the following:

“5-2.04

Seniority shall be established in terms of years and fractions of years:

$$\text{Number of years and } \frac{\text{number of days}}{200}$$

Nevertheless, the time spent as a casual supply teacher shall not be calculated but the time spent by the teacher as a casual supply teacher in a position which he or she subsequently holds shall be calculated.

Notwithstanding the foregoing, the period of employment in a position other than that of a teacher shall be converted in terms of fractions of years according to the following formula:

$$\frac{x}{y} \times \frac{200}{200} = n$$

- where
- x = Number of workdays covered by the period of employment of the full-time employee in the employment groups concerned
 - y = Number of workdays in the work year applicable to the full-time employee in the employment group concerned
 - n = Fraction of year of seniority

In the case of a person who becomes a teacher, he or she shall not have more seniority recognized for him or her for the portion of the year during which he or she occupied a position other than a teaching position than a teacher who was in service during this same portion of the school year.”

- 2) Paragraph A) of clause 5-10.35 is replaced by the following:

“5-10.35

- A) At any time, the authority designated by the Board may require that the teacher who is absent because of disability provide a medical certificate attesting to the nature and duration of the disability. However, the cost of such a certificate shall be borne by the Board if the teacher is absent for less than four days. The authority designated by the Board may also require that the teacher concerned undergo an examination in connection with any absence. The cost of the examination as well as the teacher’s transportation costs when the examination requires him or her to travel more than 45 kilometres from the school where he or she teaches shall be borne by the Board.”

3) Article 6-5.00 is replaced by the following:

“6-5.00 SALARY SCALES

6-5.01

The teacher shall be entitled to the salary prescribed in clauses 6-5.02 to 6-5.04 based on the salary scale in which he or she was classified under articles 6-1.00, 6-2.00 and 6-3.00 and on the experience step recognized under article 6-4.00 as well as the application of Appendix XXXIV.

The teacher’s annual salary applies for the entire school year including the workdays, paid legal holidays and vacation days.

6-5.02

The applicable salary scale takes into account the increase prescribed in clause 6-5.05 for the period concerned.

For the purposes of applying the salary scales and rates:

- a) the expression “ as of November 21, 2006” means the period from November 21, 2006 to the 140th workday of the 2006-2007 school year;
- b) the expression “ as of November 21, 2007” means the period from November 21, 2007 to the 140th workday of the 2007-2008 school year;
- c) the expression “ as of the 141st workday” means, as the case may be:
 - the period from the 141st workday of the 2005-2006 school year to November 20, 2006;
 - the period from the 141st workday of the 2006-2007 school year to November 20, 2007;
 - the period from the 141st workday of the 2007-2008 school year to the 140th workday of the 2008-2009 school year.

6-5.03 APPLICABLE ANNUAL SINGLE SALARY SCALE**Single¹ Scale²**

Step ³	Rate as of the 141 st workday of the 2005-2006 school year	Rate as of November 21, 2006	Rate as of the 141 st workday of the 2006-2007 school year	Rate as of November 21, 2007	Rate as of the 141 st workday of the 2007-2008 school year	Rate as of the 141 st workday of the 2008-2009 school year
1	34 369	34 369	35 056	35 056	35 757	36 472
2	35 644	35 644	36 357	36 357	37 084	37 826
3	36 920	36 920	37 658	37 658	38 411	39 179
4	38 399	38 401	39 169	39 171	39 954	40 753
5	40 010	40 029	40 830	40 850	41 667	42 500
6	41 693	41 732	42 567	42 606	43 458	44 327
7	43 443	43 502	44 372	44 432	45 321	46 227
8	45 270	45 351	46 258	46 341	47 268	48 213
9	47 168	47 272	48 217	48 324	49 290	50 276
10	49 150	49 280	50 266	50 399	51 407	52 435
11	51 214	51 371	52 398	52 559	53 610	54 682
12	53 365	53 552	54 623	54 815	55 911	57 029
13	55 606	55 825	56 942	57 166	58 309	59 475
14	57 937	58 190	59 354	59 613	60 805	62 021
15	60 374	60 664	61 877	62 174	63 417	64 685
16	62 909	63 238	64 503	64 840	66 137	67 460
17	65 552	65 924	67 242	67 621	68 973	70 352

A teacher shall be granted the step corresponding to his or her experience, increased by:

- two steps, if his or her schooling is evaluated at 17 years
- four steps, if his or her schooling is evaluated at 18 years
- six steps, if his or her schooling is evaluated at 19 years

¹ As defined in clause 1-1.18.

² Reference: clause 6-2.01.

³ As defined in clause 1-1.19

6-5.04 APPLICABLE ANNUAL SALARY SCALE—20 YEARSScale¹ 20 years²

Step ³	Rates as of the 141 st workday of the 2005-2006 school year	Rates as of the 141 st workday of the 2006-2007 school year	Rates as of the 141 st workday of the 2007-2008 school year	Rates as of the 141 st workday of the 2008-2009 school year
1	47 440	48 389	49 357	50 344
2	48 697	49 671	50 664	51 677
3	49 971	50 970	51 989	53 029
4	51 314	52 340	53 387	54 455
5	52 741	53 796	54 872	55 969
6	54 159	55 242	56 347	57 474
7	55 653	56 766	57 901	59 059
8	57 176	58 320	59 486	60 676
9	58 792	59 968	61 167	62 390
10	60 432	61 641	62 874	64 131
11	62 153	63 396	64 664	65 957
12	63 888	65 166	66 469	67 798
13	65 736	67 051	68 392	69 760
14	67 625	68 978	70 358	71 765
15	69 580	70 972	72 391	73 839

6-5.05 Increase in salary scales and rates as of the 141st workday of the 2005-2006 school year

The applicable salary scales and rates, found in clauses 6-5.03 and 6-5.04, take into account an increase of 2% on the 141st workday of each of the 2005-2006, 2006-2007, 2007-2008 and 2008-2009 school years and the application of Appendix XXXIV.”

¹ As defined in clause 1-1.18.

² Reference: clause 6-2.01.

³ As defined in clause 1-1.19.

- 4) Paragraph B) of clause 6-7.02 is replaced by the following:

“6-7.02

- B) A teacher-by-the-lesson shall be remunerated at the hourly rates set hereinafter:

Periods concerned \ Rates	17 years or less	17 years	18 years	19 years
Rates as of the 141 st workday of the 2005-2006 school year	\$44.14	\$48.99	\$52.96	\$57.68
As of November 21, 2006	\$44.22	\$49.12	\$53.15	\$57.93
Rates as of the 141 st workday of the 2006-2007 school year	\$45.10	\$50.10	\$54.21	\$58.09
As of November 21, 2007	\$45.18	\$50.23	\$54.40	\$59.35
Rates as of the 141 st workday of the 2007-2008 school year	\$46.08	\$51.23	\$55.49	\$60.54
Rates as of the 141 st workday of the 2008-2009 school year	\$47.00	\$52.25	\$56.60	\$61.75

“

- 5) Clause 8-8.03 is replaced by the following:

“8-8.03

If the rules respecting the distribution of teachers are established by the Board and the Union under clause 8-8.02 and the rules stipulate a maximum number of students per group, the teacher whose group exceeds the maximum indicated shall be entitled to a monetary compensation calculated according to the formula prescribed in Appendix XII under the conditions mentioned therein.”

- 6) Paragraph A) of clause 9-2.23 is replaced by the following:

“9-2.23

A) Arbitrator's Fees and Expenses

The fees and expenses of the arbitrator shall be paid by the losing party, except for a grievance contesting a dismissal under article 5-7.00 or a nonreengagement under article 5-8.00 for the following reasons: incapacity, negligence in duties, insubordination, misconduct, immoral behaviour.

In the case of a mitigated grievance, the arbitrator shall determine how expenses will be shared by each party. In the case of mediation, the fees and expenses of any other third party called upon to settle a dispute shall be assumed equally by the Board and the Union.”

- 7) Clause 10-3.04 is replaced by the following:

“10-3.04

The provisions of the amendment agreed upon under article 10-7.00 of the provisions binding the parties signed on June 28, 2006 shall come into force on the date on which the amendment is signed. The amendments are identified by the abbreviation A1.

In addition, the provisions of the amendment agreed to under article 10-7.00 of the provisions binding the parties signed on March 6, 2007, and including the agreement concerning the implementation of the pay equity plan (Appendix XXXIV) shall come into force on the date on which the amendment is signed. The amendments are identified by the abbreviation A2.

They have no retroactive effect, unless otherwise indicated.”

- 8) Clause 10-10.07 is replaced by the following:

“10-10.07

The right of a teacher mentioned in clause 10-10.06 shall be exercised subject to the relevant provisions of the law and regulations concerning occupational health and safety applicable to the Board and subject to the terms specified therein, where applicable.”

- 9) Clause 11-2.01 is replaced by the following:

“11-2.01

Only the articles, clauses and appendices in which they are expressly referred to as well as the following articles, clauses and appendices shall apply to hourly paid teachers employed directly by the Board to teach adults within the framework of adult education courses:

- articles 3-1.00 to 3-3.00;
- article 3-7.00;
- article 5-12.00;
- articles 10-1.00, 10-2.00, 10-4.00 and 10-5.00;
- clauses 10-3.01 and 10-3.02;
- articles 11-1.00 and 11-2.00;
- articles 11-1.00 and 11-2.00;
- Appendix I;
- Appendix XXXIV.”

10) Paragraph A) of clause 11-2.02 is replaced by the following:

“11-2.02

A) An hourly paid teacher shall be remunerated at the hourly rates set hereinafter:

Periods concerned	Rate
Rate as of the 141 st workday of the 2005-2006 school year	\$44.14
As of November, 21, 2006	\$44.22
Rate as of the 141 st workday of the 2006-2007 school year	\$45.10
As of November, 21, 2007	\$45.18
Rate as of the 141 st workday of the 2007-2008 school year	\$46.08
Rate as of the 141 st workday of the 2008-2009 school year	\$47.00

“

11) Paragraph a) of clause 12-1.01 is replaced by the following:

“12-1.01

For the purpose of this chapter, the following expressions mean:

a) Dependent

The spouse and dependent child as defined in clause 5-10.02 and any other dependent as defined in the Taxation Act provided that the latter resides with the teacher. However, for the purpose of this chapter, the income earned from a job by the teacher’s spouse shall not nullify the latter’s status as dependent.

The fact that a child attends a secondary school declared to be of public interest situated elsewhere than in the teacher’s place of residence shall not nullify his or her status as dependent if no public secondary school is accessible where the teacher lives.

Moreover, the fact that a child attends preschool or elementary school declared to be of public interest in a locality other than the teacher’s place of residence shall not remove his or her status of dependent when no school recognized of public interest, preschool or elementary, as the case may be, is accessible in the child’s language of instruction (French or English) in the locality where the teacher lives.

A child aged 25 or younger is also considered as having the status of dependent child, provided he or she meets the following three conditions:

- the child attends, on a full-time basis, a post-secondary institution recognized of public interest elsewhere than in the place of residence of the teacher working in a locality situated in sectors I and II;
- the child had, during the 12 months prior to his or her post-secondary education program, dependent status;
- the teacher provided supporting documents to prove that the child is pursuing, on a full-time basis, a post-secondary education program, namely, proof of registration at the beginning of the session and proof of attendance at the end of the session.

Such recognition enables a teacher to retain his or her premiums with dependents prescribed in clause 12-2.01 and the child to benefit from the provisions of article 12-4.00, it being specified that the transportation costs allocated to a dependent child under other programs shall be deduced from the benefits related to outings for the child.

In addition, the child aged 25 or younger who is not considered as a dependent child for the purposes of applying this clause and who attends, on a full-time basis, a postsecondary school recognized of public interest will again have the status of dependent child, if he or she meets conditions 1) and 3).”

12) Clause 13-2.02 is replaced by the following:

“13-2.02

Only the clauses and articles which expressly refer to them as well as the following articles and appendices apply to hourly paid teachers:

- articles 3-1.00 to 3-3.00;
- article 3-7.00;
- article 5-12.00;
- articles 10-1.00 to 10-5.00;
- articles 13-1.00 and 13-2.00;
- Appendix I;
- Appendix XXXIV.”

13) Paragraph A) of clause 13-2.03 is replaced by the following:

“13-2.03

A) An hourly paid teacher shall be remunerated at the hourly rates set hereinafter:

Periods concerned	Rate
Rate as of the 141 st workday of the 2005-2006 school year	\$44.14
As of November, 21, 2006	\$44.22
Rate as of the 141 st workday of the 2006-2007 school year	\$45.10
As of November, 21, 2007	\$45.18
Rate as of the 141 st workday of the 2007-2008 school year	\$46.08
Rate as of the 141 st workday of the 2008-2009 school year	\$47.00

14) Appendix XVIII is replaced by the following:

“APPENDIX XVIII LETTER OF AGREEMENT CONCERNING FAMILY RESPONSIBILITIES

The Centrale des syndicats du Québec (CSQ), on the one hand, and the Government of Québec represented by the Conseil du trésor, on the other hand, recognize herein, the close relationship between family and work. In this respect, the parties agree to take into account family and work responsibilities in the organization of work.

For this purpose, the parties shall encourage the sectorial, regional or local parties, as the case may be, to strike a better balance between parental and family responsibilities and work-related responsibilities in determining the working conditions and their application.”

15) Appendix XXVI is replaced by the following:

“APPENDIX XXVI LETTER OF AGREEMENT RELATING TO HOUSING IN THE NORTH (PROTOCOL)

In order to resolve the housing shortage, the Cree School Board, hereinafter called the Board and the Association de l'enseignement du Nouveau-Québec and the Syndicat des professionnelles et professionnels en milieu scolaire du Nord-Ouest, hereinafter called the unions, agree as follows:

- 1) The Board and the unions agree to discuss housing in the North.
- 2) To this end, within 30 days of the coming into force of this letter of agreement, the Board and the unions shall set up a committee composed of six members, including three appointed by the Board and three appointed by the unions.
- 3) The committee's mandate shall be to study the following issues:
 - the shortage of housing and the concrete measures to be taken to eliminate the shortage;
 - housing provided to an employee hired to replace another employee;
 - any other pertinent subject agreed upon mutually by the members of the committee.
- 4) The Board and the Unions shall continue the discussions on housing in the North until December 22, 2007 and, on that date, shall take stock of the progress of the proceedings according to the criteria to be determined. Where applicable, the parties shall agree on a new schedule and, if necessary, on new terms and conditions of operation for the continuation of discussions.
- 5) When a meeting of the committee dealing with housing in the North is held, the transportation expenses incurred by the members of the committee shall be assumed by the Board if the transportation expenses between the place of assignment and the meeting place are incurred according to the travel policy in effect at the Board.

The union leaves shall not be reimbursable by the unions and shall not be deductible from the banks of union leave.
- 6) In the context of the discussions mentioned in this letter of agreement, the Board and the unions may identify measures designed to review the housing policy of the Board and also, where applicable, agree on amendments to the collective agreements.
- 7) However, the discussions mentioned in this letter of agreement may not constitute a revision of the collective agreements that could lead to a dispute within the meaning of the Labour Code (R.S.Q., c. C-27).”

IN WITNESS WHEREOF, the parties have signed in Montréal, on this 6th day of the month of March 2007.

**For the Management Negotiating
Committee for the Cree School Board**

(signed) Abraham Jolly
Abraham Jolly
President

(signed) Alain Lavoie
Alain Lavoie
Vice-president

(signed) Jacques Gauthier
Jacques Gauthier
Spokesperson

**For the Fédération des syndicats de
l'enseignement (FSE)**

(signed) Johanne Fortier
Johanne Fortier
President

(signed) Manon Bernard
Manon Bernard
Vice-president

(signed) Nathaly Castonguay
Nathaly Castonguay
Negotiator

**For the Association de l'enseignement
du Nouveau-Québec (AENQ)**

(signed) Patrick D'Astous
Patrick D'Astous
President and spokesperson