

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: Replacement of:

- article 6-5.00
- clause 13-10.06
- chart entitled *Salary adjustments – Teachers in the employ of school boards* found in Appendix 1 of Appendix XXXIV
- chart entitled *20-Year Scale* found in Appendix 1 of Appendix XXXIV

Addition of Letter of Agreement no. 1

69-8229A (3)

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

“6-5.00 SALARY AND 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.

Letter of Agreement no. 1 applies to a teacher who has 19 years of schooling or more with a doctorate.

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 shall take 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	Rates as of the 141 st workday of the 2005-2006 school year	Rates as of Nov. 21, 2006	Rates as of the 141 st workday of the 2006-2007 school year	Rates as of Nov. 21, 2007	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	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:

2 steps, if his or her schooling is evaluated at 17 years

4 steps, if his or her schooling is evaluated at 18 years

6 steps, if his or her schooling is evaluated at 19 years

¹ Reference: clause 6-2.01

² As defined in clause 1-1.18

³ As defined in clause 1-1.19

6-5.04 APPLICABLE ANNUAL SALARY SCALE—20 YEARS¹**Scale² 20 years³**

Step ⁴	Rates up to the 140 th workday of the 2005-2006 school year	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	46 510	47 440	48 389	49 357	50 344
2	47 742	48 697	49 671	50 664	51 677
3	48 991	49 971	50 970	51 989	53 029
4	50 308	51 314	52 340	53 387	54 455
5	51 707	52 741	53 796	54 872	55 969
6	53 097	54 159	55 242	56 347	57 474
7	54 562	55 653	56 766	57 901	59 059
8	56 055	57 176	58 320	59 486	60 676
9	57 639	58 792	59 968	61 167	62 390
10	59 247	60 432	61 641	62 874	64 131
11	60 934	62 153	63 396	64 664	65 957
12	62 635	63 888	65 166	66 469	67 798
13	64 447	65 736	67 051	68 392	69 760
14	66 299	67 625	68 978	70 358	71 765
15	68 216	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, shall 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.”

¹ See Letter of Agreement no. 1.

² As defined in clause 1-1.18

³ Reference: clause 6-2.01

⁴ As defined in clause 1-1.19

- 2) Clause 13-10.06 is replaced by the following:

"13-10.06

The contractual teacher's annual workload includes a teaching workload of 720 hours and of 360 hours of related duties described in clause 13-10.03.

The workload of 1 080 hours shall be assigned at the place or places and times determined for each teacher by the Board or the centre administration.

A 200 hours shall be added to the hours prescribed in the preceding paragraph to carry out, at the workplace prescribed in clause 1-1.07, work of a personal nature referred to in the general duties described in clause 13-10.01.

It shall be the contractual teacher's responsibility to determine, for the 200 work hours of a personal nature, the work that he or she carries out during those hours. He or she shall also determine the times, within the opening hours of the workplace, to carry out the work outside of the times during which he or she is assigned by the Board or the administration.

Once the contractual teacher has determined the times prescribed for work of a personal nature, he or she shall inform the centre administration, as soon as possible, at the time when the Board informs him or her, in writing, of the other components of the workload assigned. If the times coincide at a later date with those during which the contractual teacher is assigned by the Board or the administration, he or she shall again determine the times and shall convey them, as soon as possible, to the administration."

3) The chart entitled *Salary adjustments – Teachers in the employ of school boards* found in Appendix 1 of Appendix XXXIV is replaced by the following:

“Salary adjustments – Teachers in the employ of school boards”¹

Category	Rate on Class 2000-11-20	Equity 1 2.50% Nov. 21, 2001	Equity 2 2.00% Nov. 21, 2002	Equity 3 2.00% Apr. 01, ³ 2003	Period 1 Jul. 01, 2003	Equity 4 2.00% Nov. 21, 2004	Period 2 Jul. 01, 2004	Equity 5 2.00% Nov. 20, 2005	Equity 6 2.00% Apr. 01, ³ Nov. 21, 2006	Equity 7 2.00% Apr. 01, ³ Nov. 21, 2007	Equity 8 2.00% Apr. 01, ³ Apr. 01, 2009
Occasional substitute	32.22	32.22	33.03	33.69	33.69	33.69	33.69	33.69	34.36	35.05	36.47
Teacher by-the-lesson	39.50	39.57	40.56	41.44	41.96	42.65	42.57	43.19	44.22	45.10	47.00
	43.02	43.13	44.21	44.33	46.02	47.07	46.95	47.90	49.12	50.23	52.25
	45.54	45.54	46.68	46.68	48.72	50.59	49.86	51.74	53.15	54.40	56.60
	48.91	48.91	50.13	50.13	52.49	53.89	53.89	56.30	57.93	59.35	61.75
	52.08	52.08	53.38	53.38	54.45	54.45	54.45	54.45	57.68	59.09	61.75
Hourly paid teacher	39.50	39.57	40.56	41.44	41.96	42.65	42.57	43.19	44.14	45.10	47.00

¹ Subject to the required matching of the dates of coming into force of the general parameters applied to salary increases.

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

³ Read as of the 141st working day of the school year concerned.

4) The chart entitled 20-Year Scale found in Appendix 1 of Appendix XXXIV is replaced by the following:

"20-Year Scale" ¹⁻²

Step	Rate on 2000-11-20	Equity 1 Nov. 21, 2001	2.50% Jan. 01, ³ 2002	Equity 2 Nov. 21, 2002	2.00% Apr. 01, ⁴ 2003	Period 1 Jul. 01, 2003	Equity 3 Nov. 21, 2003	Period 2 Jul. 01, 2004	Equity 4 Nov. 21, 2004	Period 3 Jul. 01, 2005	Equity 5 Nov. 20, 2005	2.00% Apr. 01, ³ 2006	Equity 6 Nov. 21, 2006	2.00% Apr. 01, ³ 2007	Equity 7 Nov. 21, 2007	2.00% Apr. 01, ³ 2008	2.00% Apr. 01, ³ 2009
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 or more of schooling with a 3rd cycle doctorate.

² See Letter of Agreement no. 1.

³ Read as of the 101st working day of the 2001-2002 school year.

⁴ Read as of the 141st working day of the school year concerned.

5) The following letter of agreement is added:

“LETTER OF AGREEMENT N° 1 TEACHERS WHO HAVE 19 YEARS OF SCHOOLING OR MORE WITH A DOCTORATE

The parties agree as follows:

- 1- Notwithstanding clauses 6-5.01 and 6-5.02, a teacher who has 19 years of schooling or more with a doctorate cannot receive a salary lower than that he or she would receive if he or she were remunerated under clause 6-5.03, based on the experience recognized under article 6-4.00.
 - 2- On the first day of each school year, the board shall verify the salary applicable to teachers who have 19 years of schooling or more with a doctorate for that school year and shall make the necessary adjustments, if any, as prescribed in the preceding paragraph.
 - 3- The salary of a teacher whose salary was decreased during the 2006-2007 school year as a result of a reclassification related to an attestation of schooling established at 19 years of schooling or more with a doctorate shall be adjusted to the rate applicable to him or her before his or her reclassification, retroactively to the 101st workday of the 2006-2007 school year.
 - 4- As of the coming into force of the next collective agreement, the provisions of paragraphs 1 and 2 shall no longer apply.
 - 5- In the context of the renewal of the provisions constituting the collective agreement, the parties shall discuss and agree on solutions concerning the integration of the 20-year salary scale prescribed in clause 6-5.04 into the single-class salary scale prescribed in clause 6-5.05."
- 6) This agreement shall come into force on the date it is signed.

IN WITNESS WHEREOF, the parties signed in Montréal on this 2nd day of the month of November 2007.

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

(signed) Abraham Jolly

Abraham Jolly
President

(signed) Jean Beauchesne

Jean Beauchesne
Vice-president

(signed) Jean Bérubé

Jean Bérubé
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