



COLLECTIVE AGREEMENT BINDING

on the one hand:

The Management Negotiating
Committee for the Cree School
Board (CPNCSC) and
THE CREE SCHOOL BOARD

on the other hand:

The Centrale de l'enseignement
du Québec on behalf of
the ASSOCIATION DE
L'ENSEIGNEMENT DU
NOUVEAU-QUÉBEC

• WHAPMAGOOSTUI

• CHISASIBI

• WEMINDJI

• EASTMAIN

• NEMASKA

• WASKAGANISH

• MISTASSINI

• OUJE-BOUGOUMOU

• WASWANUPI



EXTENSION TO JUNE 30, 1992
OF THE AGREEMENT ENDING
DECEMBER 31, 1991.

CREE SCHOOL BOARD

1989-1991

CENTRE DE DOCUMENTATION

D. G. P. R.

AGREEMENT PURSUANT TO ARTICLE 10-7.00

THE PURPOSE OF THIS AGREEMENT IS TO AMEND THE AGREEMENT BINDING

ON THE ONE HAND

THE EMPLOYER BARGAINING COMMITTEE OF THE CREE SCHOOL BOARD (CPNCSC)
AND THE CREE SCHOOL BOARD

AND

ON THE OTHER HAND

THE CENTRALE DE L'ENSEIGNEMENT DU QUÉBEC ON BEHALF OF
THE ASSOCIATION DE L'ENSEIGNEMENT DU NOUVEAU-QUÉBEC

SUBJECT: EXTENSION TO JUNE 30, 1992 OF THE AGREEMENT ENDING DECEMBER 31,
1991

The parties to this agreement agree to the following:

I- The second paragraph of paragraph C) of clause 5-3.32 is replaced with the following:

5-3.32 C) Any amount of the budgetary mass of five (5) million dollars not used or committed for the 1989-1990, 1990-1991 and 1991-1992 school years shall be transferable to the 1992-1993 school year.

II- Clause 6-5.01 is replaced with the following:

6-5.01 The teacher shall be entitled to the salary provided for in clauses 6-5.02 to 6-5.08 according to the category in which he or she is classified in accordance with articles 6-1.00, 6-2.00 and 6-3.00 and according to the experience step recognized for him or her by virtue of article 6-4.00.

The teacher's annual salary shall cover the entire school year including workdays, legal holidays and vacation.

Clauses 6-5.09 and 6-5.10 shall also apply to the teacher.

III- The first paragraph of clause 6-5.02 is replaced with the following:

6-5.02 For each period, the salary scale shall be the salary scale applicable under clauses 6-5.03, 6-5.04, 6-5.05 or 6-5.06 and clauses 6-5.07 and 6-5.08.

IV- The title of clause 6-5.05 is replaced with the following:

ANNUAL SALARY SCALES IN FORCE AS OF THE 101ST DAY OF WORK OF THE 1990-1991 SCHOOL YEAR TO JUNE 30, 1992

V- Clause 6-5.06 becomes clause 6-5.07.

VI- The new clause 6-5.06 is as follows:

ANNUAL SALARY SCALES IN FORCE ON JUNE 30, 1992
EFFECTIVE JULY 1, 1992

EXPERIENCE STEPS ⁽¹⁾	C A T E G O R I E S ⁽²⁾						
	14 years or less	15 years	16 years	17 years	18 years	19 years	20 years ⁽³⁾
1	25 474	27 336	29 334	31 511	33 849	36 407	40 489
2	26 196	28 113	30 195	32 439	34 843	37 479	41 561
3	26 944	28 945	31 050	33 365	35 881	38 567	42 649
4	27 734	29 764	31 965	34 347	36 940	39 714	43 796
5	28 526	30 636	32 885	35 365	38 027	40 932	45 014
6	29 334	31 511	33 849	36 407	39 132	42 142	46 224
7	30 195	32 439	34 843	37 479	40 327	43 416	47 498
8	31 050	33 365	35 881	38 567	41 525	44 717	48 799
9	31 965	34 347	36 940	39 714	42 772	46 096	50 178
10	32 885	35 365	38 027	40 932	44 057	47 496	51 578
11	33 849	36 407	39 132	42 142	45 376	48 963	53 045
12	34 843	37 479	40 327	43 416	46 775	50 445	54 527
13	35 881	38 567	41 525	44 717	48 195	52 023	56 105
14	36 940	39 714	42 772	46 096	49 689	53 635	57 717
15	38 027	40 932	44 057	47 496	51 235	55 303	59 385

(1) AS DEFINED IN CLAUSE 1-1.16

(2) AS DEFINED IN CLAUSE 1-1.06

(3) 19 YEARS OR MORE OF SCHOOLING WITH A DOCTORATE OF THE THIRD CYCLE

VII- Clause 6-5.07 becomes clause 6-5.09.

VIII- The new clause 6-5.07 is as follows:

6-5.07 Increase in salary scales and rates as of the 101st day of work of the 1990-1991 school year until June 30, 1992

Every rate and every salary scale in force on the 100th day of work of the 1990-1991 school year shall be increased, effective as of the 101st day of work of the 1990-1991 school year until June 30, 1992, by a percentage equal to five (5) percent.

IX- Clause 6-5.08 becomes clause 6-5.11 and is corrected as follows:

6-5.11 Adjustment applicable to the occasional substitute's remuneration

- A) An adjustment determined according to paragraphs B) and C) which follow shall be added to the occasional substitute's remuneration, for sixty (60) minutes or less, in force on the 100th day of work of the 1990-1991 school year.
- B) The adjustment applicable as of the 101st day of work of the 1990-1991 school year shall be equal to the difference between, on the one hand, the rate in force on the 100th day of work of the 1990-1991 school year, increased by a percentage determined according to clause 6-5.07, plus two decimal five (2.5) percent, and, on the other hand, the rate in force on the 100th day of work of the 1990-1991 school year, increased by the percentage determined according to clause 6-5.07.
- C) The adjustment applicable as of the 100th day of work of the 1991-1992 school year shall be equal to the difference between, on the one hand, the rate of twenty-three dollars and fifty-six cents (\$23.56) (corresponding to the P-0 1990 rate), which is increased by the percentage determined according to clause 6-5.07, and, on the other hand, the rate in force on the 99th day of work of the 1991-1992 school year.
- D) The occasional substitute's remuneration appears in clause 6-7.03.

X- The new clause 6-5.08 is as follows:

6-5.08 Increase in rates and salary scales on June 30, 1992

Every rate and every salary scale in force on June 30, 1992 shall be increased on that date, effective July 1, 1992, by a percentage equal to three (3) percent.

XI- The new clause 6-5.10 is as follows:

6-5.10 Lump sum payment as of July 1, 1992

A) To every rate and to every step of the salary scales in force on July 1, 1992 shall be added a lump sum payment equal to the percentage determined in establishing the lump sum payment to be paid as of the first day of work of the 1991-1992 school year and ending on the last day of work of the same school year. If there is a change in the teacher's salary rate, step or salary scale after June 30, 1992, he or she shall be entitled to the lump sum payment corresponding to the new salary rate, step or salary scale as of the day on which the change takes place.

B) For the full-time, part-time or replacement teacher, the lump sum payment shall be spread and paid over each pay period included between July 1, 1992 and the date of the coming into force of the next agreement in proportion to the amount remunerated for the pay period as salary, benefits (article 5-10.00) or indemnities (article 5-13.00) in relation to the salary applicable according to clause 6-5.02.

For the occasional substitute, teacher-by-the-lesson or the teacher at an hourly rate, the lump sum payment shall apply only for the hours remunerated and shall be paid at each pay period included between July 1, 1992 and the date of the coming into force of the next agreement.

C) If the date of the coming into force of the next agreement precedes the end of the current school year, the lump sum payment shall be paid to the full-time, part-time or replacement teacher in proportion to the number of days worked. Within ninety (90) days of the date of the coming into force of the next agreement, a balance shall be paid that is equal to the difference between, on

XI- 6-5.10 C) (cont'd)

the one hand, the annual lump sum payment divided by two hundred (200) and multiplied by the number of days worked between July 1, 1992 and the date of the coming into force of the next agreement and, on the other hand, the amounts already paid as a lump sum payment on the date of the coming into force of the next agreement.

XII- The first paragraph of clause 6-6.01 is replaced with the following:

6-6.01 The teacher who acts as a head teacher in a school, in accordance with clause 1-1.36, shall receive for his or her additional responsibilities:

- a supplement for a half year of five hundred fourteen dollars and fifty cents (\$514.50) from the first day of work of the 1990-1991 school year to the 100th day of work of the same school year;
- an annual supplement of one thousand eighty dollars (\$1 080) from the 101st day of work of the 1990-1991 school year to June 30, 1992;
- an annual supplement of one thousand one hundred twelve dollars (\$1 112) on June 30, 1992 effective July 1, 1992.

XIII- Clause 6-6.02 is replaced with the following:

6-6.02 The teacher who is appointed department head and performs the duties of department head shall receive the following annual supplement:

- one thousand four hundred fifty-three dollars (\$1 453) as of the 101st day of work of the 1988-1989 school year;
- one thousand five hundred twenty-eight dollars (\$1 528) as of the 101st day of work of the 1989-1990 school year;
- one thousand six hundred four dollars (\$1 604) as of the 101st day of work of the 1990-1991 school year to June 30, 1992;
- one thousand six hundred fifty-two dollars (\$1 652) on June 30, 1992 effective July 1, 1992.

XIV- Paragraph A) of clause 6-7.02 is replaced with the following:

6-7.02 A) The teacher-by-the-lesson shall be remunerated on the basis of the hourly rates set hereinafter:

Categories (¹) Periods concerned	14 years or less	15 years	16 years	17 years	18 years	19 years	20(²) years
As of the 101st day of work of the 1988-1989 school year	\$ 25.89	\$ 28.66	\$ 30.76	\$ 33.82	\$ 36.24	\$ 39.15	\$ 41.70
As of the 101st day of work of the 1989-1990 school year	27.22	30.13	32.34	35.55	38.10	41.16	43.84
As of the 101st day of work of the 1990-1991 school year to June 30, 1992	28.58	31.64	33.96	37.33	40.01	43.22	46.03
On June 30, 1992 effective July 1, 1992	29.44	32.59	34.98	38.45	41.21	44.52	47.41

(¹) As defined in clause 1-1.06.

(²) 19 years of schooling or more with a doctorate of the 3rd cycle.

XV- Paragraph E) of clause 6-7.02 is replaced with the following:

6-7.02 E) Clauses 6-5.09 and 6-5.10 shall apply.

XVI- Paragraph A) of clause 6-7.03 is replaced with the following:

6-7.03 A) The occasional substitute shall be remunerated in the following manner:

Substitution time in a day Periods concerned	60 minutes or less	between 61 and 150 minutes ⁽¹⁾	between 151 and 210 minutes ⁽²⁾	more than 210 minutes ⁽³⁾
As of the 101st day of work of the 1988-1989 school year	\$18.97	\$47.43	\$66.40	\$94.85
As of the 101st day of work of the 1989-1990 school year	\$20.42	\$51.05	\$71.47	\$102.10
As of the 101st day of work of the 1990-1991 school year	\$21.95	\$54.88	\$76.83	\$109.75
As of the 100th day of work of the 1991-1992 school year to June 30, 1992	\$24.73	\$61.83	\$86.56	\$123.65
On June 30, 1992 effective July 1, 1992	\$25.47	\$63.68	\$89.15	\$127.35

(1) The rates for this substitution time are obtained by multiplying the rate for sixty (60) minutes or less by 2.5.

(2) The rates for this substitution time are obtained by multiplying the rate for sixty (60) minutes or less by 3.5.

(3) The rates for this substitution time are obtained by multiplying the rate for sixty (60) minutes or less by 5.0.

XVII- Paragraph B) of clause 6-7.03 is replaced with the following:

6-7.03 B) If the application of clause 6-5.11 results in an increase in the remuneration provided for in paragraph A), the remuneration shall be adjusted accordingly:

XVIII- Paragraph D) of clause 6-7.03 is replaced with the following:

6-7.03 D) The occasional substitute shall receive a minimum of:

- as of the 101st day of work of the 1988-1989 school year: \$18.97 per day,

- as of the 101st day of work of the 1989-1990 school year: \$20.42 per day,

- as of the 101st day of work of the 1990-1991 school year⁽¹⁾: \$21.95 per day,

- as of the 100th day of work of the 1991-1992 school year to June 30, 1992: \$24.73 per day⁽¹⁾,

- on June 30, 1992 effective July 1, 1992: \$25.47,

when he or she reports to the school to work as a substitute at the request of the board or the competent authority.

If he or she substitutes at the secondary level, the occasional substitute may not be required to work more than five (5) periods of forty-five (45) to sixty (60) minutes per day.

⁽¹⁾ Subject to paragraph B) of clause 6-7.03.

XIX- Paragraph G) of clause 6-7.03 is replaced with the following:

6-7.03 G) Clauses 6-5.09 and 6-5.10 shall apply.

XX- Clause 10-3.01 is replaced with the following:

10-3.01 The agreement shall come into force on the date it is signed and shall expire on June 30, 1992. The working conditions in force on June 30, 1992 shall continue to apply until the coming into force of a new agreement.

XXI- Paragraph A) of clause 11-2.02 is replaced with the following:

11-2.02 A) The teacher at an hourly rate shall be remunerated on the basis of the hourly rates set hereinafter:

PERIODS CONCERNED	HOURLY RATE
As of the 101st day of work of the 1988-1989 school year	\$30.76
As of the 101st day of work of the 1989-1990 school year	\$32.34
As of the 101st day of work of the 1990-1991 school year to June 30, 1992	\$33.96
On June 30, 1992 effective July 1, 1992	\$34.98

XXII- Paragraph D) of clause 11-2.02 is replaced with the following:

11-2.02 D) Clauses 6-5.09 and 6-5.10 shall apply.

XXIII- Clause 12-2.01 is replaced with the following:

12-2.01 The teacher working in one of the sectors mentioned in clause 12-1.02 shall receive an annual isolation and remoteness premium of:

	Periods concerned	As of the 101st day of work of the 1988-1989 school year	As of the 101st day of work of the 1989-1990 school year	As of the 101st day of work of the 1990-1991 school year to June 30, 1992	On June 30, 1992 effective July 1, 1992
	Sectors				
With dependent(s)	Sector I	\$8 295	\$8 721	\$9 157	\$9 432
	Sector II	\$10 787	\$11 340	\$11 907	\$12 264
No dependents	Sector I	\$5 185	\$5 451	\$5 724	\$5 896
	Sector II	\$6 119	\$6 433	\$6 755	\$6 958

XXIV- This agreement shall come into force on the day it is signed.

IN WITNESS WHEREOF, the parties have signed in Québec on this 9th day of the month of December 1991.

FOR THE MANAGEMENT
NEGOTIATING COMMITTEE OF
THE CREE SCHOOL BOARD

(signed)

Clarence Tomatuk
President

(signed)

Lise Bernier
Vice-President

FOR THE CREE SCHOOL BOARD

(signed)

Kenny Blacksmith
Chairman

FOR THE MINISTÈRE DE L'ÉDUCATION

(signed)

Thomas J. Hayden
Direction des relations
professionnelles

FOR THE CENTRALE DE L'ENSEIGNEMENT
DU QUÉBEC

(signed)

Luc Savard
President FECS

(signed)

Brent Tweddell
Spokesperson

FOR THE ASSOCIATION DE L'ENSEI-
GNEMENT DU NOUVEAU-QUÉBEC

(signed)

Thomas Carter
President